



COLLECTIVE AGREEMENT

BETWEEN

**The Board of Governors,
University of Northern British Columbia**

AND

**The University of Northern British Columbia Faculty
Association**

For the period:

July 1, 2014 to June 30, 2019

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SECTION A

AGREEMENT PRINCIPLES

ARTICLE 0: DEFINITIONS

APL

Academic or Professional Leave.

Academic Unit

A unit headed by a Chair, such as a Department, Program, Library or School.

Academic Year

A period of twelve (12) calendar months which, unless otherwise indicated, commences on September 1 of any year and ends on August 31 of the following year.

Agreement

The Agreement negotiated between and ratified by the Employer and the Association.

Annual Report

See "Professional Activity Report".

Archivist

An Archivist is a Librarian Member with a graduate degree in Archival Studies or Informational Studies/Library Science with an emphasis on archival studies, or an equivalent combination of a relevant graduate degree and relevant professional experience in archives.

Association

The University of Northern British Columbia Faculty Association.

Board of Governors

The Board of Governors of the University of Northern British Columbia, as provided for in the University Act.

Campus

A designated location for assigned duties.

Career Development Increment (CDI)

The increase in nominal salary awarded annually to Members upon satisfactory performance.

Career Development Increment (CDI) Unit

The base amount used for the determining of Career Development Increments in conjunction with Article 48.

CAUT

The Canadian Association of University Teachers.

CEC

College Evaluation Committee for Career Development Increments for Faculty (see Article 21).

Chair

Administrative Head of an Academic Unit.

chair

The head of a committee.

Community at Large

Any individual, body or organization other than the Professional/Academic Community or the University Community.

Continuing appointment

An ongoing appointment for a Librarian Member or SLI Member that commences after a probationary period of employment.

Contract Year

A period of twelve (12) months that commences on July 1 of one calendar year and ends on June 30 of the next.

CRC

Chairs' Review Committee for the awarding of Career Development Increments for Chairs (see Article 21).

Cross Appointment

An initial or subsequent affiliation of a Teaching Member to two (2) or more Programs.

CUFA-BC

The Confederation of University Faculty Associations of British Columbia.

Day

A day of the week, Monday through Friday, excluding all holidays observed by the University.

Dean

The Dean of a College, or the Dean of Graduate Studies.

Dependent Child

A Member's unmarried child, including natural or legally adopted child, or any other child who lives with the Member in a regular parent-child relationship, and is dependent upon the Member for financial support.

Due Diligence

If a person is required to exercise due diligence under the terms of this agreement, he/she will both maintain a high standard of awareness of his/her contractual, ethical, legal, and other obligations in relation to the matters which are subject to the exercise of due diligence and take decisive, prompt, and continuing action to ensure that he/she meets those obligations.

Employer

The Board of Governors of the University of Northern British Columbia, or any officers authorized to act on behalf of the Board of Governors.

Faculty Association

See Association.

Faculty Member

A person eligible for membership in the University of Northern British Columbia Faculty Association and holding a Tenured or Tenure-track appointment.

Financial Commission (FC)

A committee established in accordance with Article 10 to determine whether or not a state of financial exigency exists.

Harassment and Discrimination Policy

The University's Policy on Harassment and Discrimination, approved by the Board of Governors in July, 1998.

Joint Consultation Committee

The Joint Consultation Committee (JCC) for the Administration of the Agreement, which functions in an advisory capacity to the Association and/or University with the general aim of ensuring that the Agreement is administered in a spirit of collegiality.

Librarian

A librarian, holding a graduate degree from an American Librarian Association (ALA) accredited school of library and/or information studies.

Librarian Member

A person eligible for membership in the University of Northern British Columbia Faculty Association and holding an appointment as Librarian I, Librarian II, Librarian III, or Librarian IV.

Librarians' Appointment Selection Committee (LASC)

The Librarians' Appointment Selection Committee (LASC) shall assess and recommend Librarian and Archivist applicants for Probationary, Continuing, Limited Term, or Department Head Appointments.

Librarians' Promotion Committee (LPC)

The Librarians' Promotion Committee (LPC) shall make recommendations to the University Promotion and Tenure Committee (UPTC) on promotion for Librarian Members.

Librarians' Review Committee (LRC)

Librarians' Review Committee for Career Development Increments for Librarians (see Article 21).

Long Term Disability (LTD)

Unavoidable absence occurring because of illness or accident that extends beyond sixty (60) calendar days.

Maternity Leave

Leave granted as a consequence of pregnancy.

Member

A person eligible for membership in the Association and holding an appointment as Instructor I, Instructor II, Instructor III, Instructor IV, Part-time Instructor, Senior Laboratory Instructor I, Senior Laboratory Instructor II, Senior Laboratory Instructor III, Lecturer, Assistant Professor, Associate Professor, Professor, Librarian I, Librarian II, Librarian III, Librarian IV or Visiting Professor.

member

An employee, student, member of the Board or Senate, or participants on committees of the University of Northern British Columbia.

Natural Justice

A duty of procedural fairness to persons in the course of lawful interference with various of their interests, including interests in property. The term is generally understood to apply to statutory tribunals charged with adjudicating disputes between others where legal rights and interests may be affected. These bodies must adhere to and apply where legal rights and interests may be affected. These bodies must adhere to and apply the principal of natural justice – that is, give persons specially affected by the decision a reasonable opportunity of presenting their case, listen fairly to both sides (audi alteram partem) and reach a decision untainted by bias.

Nominal Salary

The annual salary rate of a Member engaged in full-time employment with the University, excluding any stipends, allowances, or awards.

Official Personnel File (OPF)

The one file that is the only file used in all decisions respecting any and all terms and conditions of employment of a Member.

Parental Leave

Leave granted to Members who become natural or adoptive parents.

Parties

The parties to this agreement, namely the Board of Governors of the University of Northern British Columbia (the University) and the University of Northern British Columbia Faculty Association (the Association).

Physician

Regular medical attendant of member and licensed to practice medicine in the Province of British Columbia.

President

The President and Vice-Chancellor of the University of Northern British Columbia.

Professional Activity Report (PAR)

A report submitted by each full-time Member by the second (2nd) Friday in February of the year of review covering the activities of the period of review (see Article 21). (Formerly called an Annual Report and Performance Evaluation Report).

Professional and/or Academic Community

Educational boards, peer review committees, research committees, commissions, and related professional or academic bodies external to the University of Northern British Columbia.

Professional Development Allowance (PDA)

An allowance to be used for the purchase of items related to the performance of University-related professional and/or teaching duties.

Program Chair

A Member who is an administrative officer of an Academic unit or sub-unit.

Program Redundancy Committee

A sub-committee of the Senate Committee on Academic Policy and Planning (SCAPP) established in accordance with Article 9 to determine whether or not a Program is redundant.

Regional Chair

A Member (normally Tenured) who oversees the normal operations and activities of the University within a region, and who normally holds the rank of Associate Professor or Professor with a regular appointment to one of the Colleges of the University and an affiliation with an appropriate Program.

Sabbatical Leave

Leave granted to tenured Faculty Members to provide them with a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations.

SCAPP

The Senate Committee on Academic Policy and Planning.

Semester

One (1) of three (3) main academic terms making up the academic year. Fall semester courses typically run from September through December, while Winter semester courses are usually offered from January through April, and Spring semester courses run from May through August.

Semester Contact Hour (SCH)

An hour scheduled by the Registrar and spent in instruction in lectures, laboratories, tutorials, seminars or clinical instruction per week during a traditional thirteen (13)-week semester, or equivalent. Normally one (1) Semester Contact Hour is considered to be equivalent to fifty-six (56) insurable work hours for the purpose of reporting for employment insurance.

Senate

The Senate of the University of Northern British Columbia, as provided for in the University Act.

Senior Laboratory Instructor

Members with appointments as Senior Laboratory Instructor I, Senior Laboratory Instructor II or Senior Laboratory Instructor III. Any reference to SLI throughout the Agreement refers to a Senior Laboratory Instructor Member.

Senior Laboratory Instructor Review Committee (SLIRC)

Senior Laboratory Instructor Review Committee for Career Development Increments for Senior Laboratory Instructor Members (see Article 21).

Sick Leave

Leave granted because of unavoidable absence occurring because of illness or accident.

Spouse

A legal spouse or common-law spouse or same sex partner. Common-law spouse or same sex partner means a person with whom a Member has been living with in a common-law relationship for at least twelve (12) months.

Teaching Member

A person eligible for membership in the University of Northern British Columbia Faculty Association and holding an appointment as Lecturer, Assistant Professor, Associate Professor, Professor, Instructor I, Instructor II, Instructor III, Instructor IV, Part-time Instructor, Senior Laboratory Instructor, or Visiting Professor.

Type of appointment

One of (a) Term, (b) Probationary, (c) Continuing, (d) Tenure-track, (e) Tenured, (f) Visiting, or (g) Retired.

UNBC

The community consisting of administrative officers, faculty, staff and students of the University of Northern British Columbia.

UNBC-FA

See "Association".

UNBC-FA Member or Member of the Association.

See "Member".

University Librarian

The Librarian of the University of Northern British Columbia.

University Policy Manual

The manual published by the University communicating to the UNBC community the policies and practices approved by Senate, the Board of Governors, President's Council and other appropriately constituted management bodies.

Years of Experience

The number of Years of Experience is the number of years granted by the University upon initial appointment. This number is based upon academic and/or professional work experience.

Years of Service

The number of Years of Service is the number of years of continuous employment from the date of a Member's initial appointment at UNBC.

ARTICLE 1: PURPOSE STATEMENT

- 1.1 The Employer and the Association agree to work co-operatively towards improving the quality of education and to promote a climate of freedom, responsibility, and mutual respect for the benefit of students and the academic and wider communities.
- 1.2 The purpose of this Agreement is to foster respectful and harmonious relations between the Employer and its academic staff through:
- (a) clear, reasonable, and equitable processes and terms and conditions of employment; and
 - (b) methods conducive to the amicable settlement of differences or grievances that may arise from time to time between the Parties.

ARTICLE 2: ACADEMIC FREEDOM

- 2.1 The common good of society depends upon the search for knowledge and its free expression. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. Members shall not be hindered or impeded in any way by the Employer or the Association from exercising their legal rights nor shall they suffer any penalties because of the exercise of such legal rights.
- 2.2 The Parties agree that they will not infringe or abridge the academic freedom of any Member. Members are entitled, regardless of prescribed doctrine, to freedom to practice their professions; freedom in carrying out research and in publishing the results thereof; freedom of teaching and discussion; freedom of creative activity; freedom to select, acquire, disseminate, or use documents in the exercise of their professional responsibilities; freedom to criticize the University, the Employer, and the Association; freedom from institutional censorship; and freedom to choose their directions of research.
- 2.3 In exercising such freedom, Members have an obligation to acknowledge and the responsibility to respect the academic freedom and rights of other members of the UNBC community.
- 2.4 The censorship of information is incompatible with the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the UNBC community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a Member desires to be placed in the library collections of UNBC.
- 2.5 Academic freedom does not require neutrality on the part of the individual; rather, academic freedom makes commitment possible. Academic freedom does not confer legal immunity, nor does it diminish the obligations of Members to meet their duties and responsibilities. Members have a duty to exercise that freedom in a manner consistent with the academic obligations of teachers and scholars, Librarians and Senior Laboratory Instructors.

ARTICLE 3: OPENNESS AND TRANSPARENCY

- 3.1 The Parties agree that openness and transparency are essential to encourage collegiality and academic freedom. Openness and transparency shall extend to matters before the open Board of Governors and the open meetings of Senate. The Parties also agree that an open and transparent process is equally applicable to open meetings of standing committees and sub-committees.
- 3.2 For issues that affect academic units at UNBC, established collegial processes will be followed. This includes consultation between the senior UNBC Administration and the Association and assumes that proposals of significance are reviewed by appropriate collegial bodies including College Council and, where appropriate, Senate.

ARTICLE 4: ACCESS TO INFORMATION

4.1 Principles

- 4.1.1 Effective collective bargaining and the proper administration of the collective agreement can only be realized if both Parties have access to necessary information. Nothing in this Article is meant to preclude either Party from making reasonable requests for additional information from time to time. Such requests shall not be unreasonably denied.
- 4.1.2 Recognizing the rights of Members to protection of their privacy and the rights of the Association to represent the Members, the Association will use information provided by the Employer in a responsible manner consistent with Labour Relations Code and the Personal Information Protection Act and will indemnify and save harmless the Employer from any liability or action of any kind that may arise from its use and management of that information.
- 4.1.3 The Employer shall provide the Association, within twenty (20) days of a written request to the Provost from the President of the Association, all information which is reasonably required by the Association for the purpose of negotiating an Agreement.

4.2 Specific Information to be Provided

- 4.2.1 The Employer shall provide the Association with the following specific information:
- (a) in October, a list of all Continuing, Tenured, Tenure-track, and Probationary Members, which shall include: name, month and year of birth, rank, gender, years of service, type of appointment, year of appointment, current salary, year of first and last degree, highest degree earned, and in the case of change, additional degree and type of appointment;
 - (b) a copy of all part-time instructor contracts, including name, Program affiliation, semester contact hours assigned, and salary, within five days of receiving a signed contract. The Employer shall also inform the Association of contract cancellations or changes of terms of employment when known to the Employer;
 - (c) new appointment or change in status of a Member, including details of the appointment or change, within twenty (20) days of the information being known to the Employer;
 - (d) names of Members who are inactive because they are on leave and are not being paid by the Employer, such as Members who are on leave of absence without pay and Members who are on long-term disability, within 20 days of the Member's change of inactive status;
 - (e) a copy of all scholarly expectations documents, and amendments to the documents, within ten (10) days of approval of the CEC as pursuant to Article 21B.2.4;
 - (f) a summary or report of any significant problems arising with respect to the application of benefits plans to the Membership in such a way as to not breach confidentiality of individuals;
 - (g) by March 1, an anonymous record of each committee's vote on each candidate for tenure, continuing appointment, and promotion (pursuant to Article 22.10.3); and
 - (h) notification when a new advertisement (excluding part-time instructor positions) for a position in the Bargaining Unit has been posted.
- 4.2.2 The Employer shall maintain online:
- (a) an up-to-date list of the members of the Board of Governors and Senate;

- (b) agendas, meeting materials and approved minutes of open meetings of the Board of Governors and Senate;
- (c) a repository of master policies of each of the benefit plans accessible by all Members of the Association; and
- (d) a repository of current University policies and procedures in searchable format accessible by all Members of the Association.

4.2.3 The Employer agrees to make available to the Association as soon as available for release in non-confidential format:

- (a) a copy of the University budget;
- (b) a copy of the annual audited financial statement of the University when approved by the Board of Governors; and
- (c) in July of each year, the total salary allocation and the salary ranges for the following group of senior administrators: President, Provost, Vice-Provosts, Associate Vice-Provosts, and Deans.

4.2.4 The Employer shall provide the Association within twenty (20) days of receipt or issue the following information with respect to benefit plans for Members:

- (a) a copy of any request for proposals relating to pensions and benefits;
- (b) any change in the names of Member benefit consultants, insurance brokers, and carriers of Member benefit plans for Members; and
- (c) a copy of any reports relating Members' pension and benefits issued by the benefit carrier.

4.2.5 The Association shall provide the Employer with the following information:

- (a) a copy of each Association Newsletter at the time of distribution to Members;
- (b) a current list of Members of the executive of the Association, as described in the constitution of the UNBC Faculty Association, updated within twenty (20) days of any change;
- (c) a copy of the agenda and the minutes at the time of distribution, of open meetings of the Association; and
- (d) a current list of persons or firms employed by the Association except for persons who are Members of the Association.

ARTICLE 5: CONFLICT OF INTEREST, APPREHENSION OF BIAS AND RELATED MATTERS

5.1 Conflict of Interest and Apprehension of Bias

The Parties share a commitment to carry out the business of the University in a manner that is ethical and professional and in accordance with the principles of natural justice. The Parties have an obligation both to the University and to Members to be fair and objective when presenting a professional judgement on a Member at the request of an appropriate University committee or authority (e.g., a committee dealing with appointments, Tenure, Continuing appointment, Promotion, dismissal or research and instructional development grants). As such, the Parties recognize that they share a special responsibility to encourage all Members to discharge their duties and responsibilities in a manner that is free of conflict of interest and bias.

5.2 Application

This Article applies to participation of all Members, University Administrators, and other University employees in any recommendation or decision-making process which is covered by this Agreement.

5.3 Definition of Conflict of Interest

5.3.1 An actual or potential conflict of interest occurs when a Member is in a situation where his or her personal, financial or professional interest, or that of an immediate family member or of a person with whom there exists, or has recently existed, a personal, intimate relationship, conflicts, or appears to conflict, with his or her responsibility to the University. For the remainder of this Article, the term 'conflict of interest' shall also be interpreted as including 'potential conflict of interest'.

5.3.2 A conflict of interest arises when participation of any individual in any recommendation or decision covered by this Agreement results in, or could potentially result in, any form of direct or indirect personal gain or benefit. Such gain or benefit may include, but is not limited to, financial reward, personal or professional advancement, or special recognition.

5.3.3 A conflict of interest does not exist where a Member is in negotiations with regard to salary, benefits or general terms of employment on behalf of the Association. Nor does a conflict of interest exist when the interest of the Member and any benefit to the Member is only part of the advancement of the interests of the Member's academic unit or the University as a whole.

5.3.4 Where the Employer is a signatory to other more specific conflict of interest policies, such as with the Federal Granting Agencies, those external requirements apply to the extent that they are at least as stringent as those contained in the Agreement.

5.4 Allegation of Conflict of Interest

5.4.1 If an individual affected by the committee decision or a committee member feels that one or more members of the committee are in a conflict of interest or appearance of a conflict of interest, the individual shall bring in writing the relevant facts to the attention of the committee chair. Disclosure must take place before the person in alleged conflict participates in any meeting or other process at which the subject matter of the conflict of interest will be considered, or immediately upon being made aware of the alleged conflict. The Association or the Employer may also raise conflict of interest concerns with the chair. The committee chair shall inform the affected committee member(s) and shall forward a copy of the signed allegation to the person(s) alleged to have a conflict of interest, and provide an invitation to submit a written response to the allegation.

5.4.2 When an allegation of conflict of interest is made, the process for making a determination is as outlined in Article 5.5.

- 5.4.3 Should the allegation be with respect to the committee chair and where the chair is appointed by the University, the issue shall be raised in writing with the chair's immediate supervisor who shall raise it with the chair. The procedures in Articles 5.4.1 and 5.4.2 will be adhered to.
- 5.4.4 Where the committee chair or next level of authority determines a charge of conflict of interest to be vexatious or made in bad faith, the committee chair or next level of authority may refer the matter to the Provost for appropriate action.
- 5.5 **Procedures where a conflict of interest or a potential conflict of interest may exist**
- 5.5.1 Every Member shall be conscious of and sensitive to the issues of conflict of interest and the potential of a conflict of interest.
- 5.5.2 Where a conflict of interest exists, or potentially exists, it is the responsibility of the individual to declare the conflict to the chair or to the next level of authority in absence of a committee decision. Similarly, it is the responsibility and duty of all individuals engaged in a decision-making process covered by the Agreement to raise concerns about a conflict of interest with the appropriate authority.
- 5.5.3 Upon learning of a conflict of interest or potential conflict of interest, the committee chair, or the next level of authority in the absence of a committee decision, is required to make a determination of whether a conflict of interest exists.
- 5.5.4 A committee chair, or the person in the next level of authority when the decision does not involve a committee, will gather further information about the nature of the conflict of interest, consult with others as required, and make a determination as to whether a conflict of interest exists.
- 5.5.5 For the purposes of all conflict of interest decisions governed by this Agreement, if a Member disagrees with the initial determination, an appeal may be made to one level up from the original authority and that decision will be final with no further right of appeal. The appeal must be made in writing within three (3) days of the initial decision and the decision on the appeal must be delivered within three (3) days of receiving it.
- 5.5.6 The decision on the appeal will be in writing, copied to the Association and the Provost, and contain enough detail that the Parties can determine whether conflict of interest guidelines are being applied in a uniform manner.
- 5.5.7 A Member has the right to discuss their concerns regarding a conflict of interest or potential conflict of interest with a member of the Association, and seek assistance from the Association in constructing a written request to the committee chair or next level of authority.
- 5.5.8 If a conflict of interest is deemed to exist, the individual determined to be in conflict of interest will be removed from the decision-making process.
- 5.5.9 If no conflict of interest is deemed to exist, the individual initially believed to be in conflict of interest will be permitted to participate in the decision-making process.
- 5.5.10 Members who believe themselves to be in a conflict of interest may declare so to the appropriate authority and remove themselves from the decision-making process without requiring a determination under Article 5.5.3.
- 5.6 **When a Conflict of Interest Exists**
- 5.6.1 Where a Member has a conflict of interest, he or she shall refrain from participating in making any recommendation or decision that directly and preferentially benefits her or his personal, financial or professional interest, or the personal, financial or professional interest of an immediate family member or of an individual with whom the person has or has recently had a conflict of interest.

Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.

5.6.2 Without limiting the generality of the foregoing, unless specifically authorized by the Provost (or designate) after full written disclosure of the conflict, a person shall not:

- (a) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the person, or a member of the person's immediate family or of an individual with whom the person has or has recently had a personal, intimate relationship, has a material financial interest; or
- (b) employ or otherwise engage, using University funds or funds administered by the University, an individual who is a member of the person's immediate family or with whom the person has or has recently had a personal, intimate relationship.

5.7 **Contractual or Financial Matters**

5.7.1 A Member who has any interest, directly or indirectly, in any contract, transaction, proposed contract or proposed transaction under consideration by the University and is part of the decision-making process with respect to same, shall:

- (a) declare the nature and extent of the interest as soon as possible and no later than any meeting in which the Member participates and at which the matter is to be considered; and
- (b) refrain from taking part in any discussion or decision-making vote in relation to the matter and withdraw from any meeting when the matter is being discussed.

5.7.2 In particular, and without limiting the generality of the foregoing, unless specifically authorized by the Provost (or designate) after full written disclosure of the conflict, a Member shall not:

- (a) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the Member, (or any individual with whom he/she has an immediate familial, marital, sexual or financial relationship) has a material financial interest; or
- (b) engage any individual with whom the Member has an immediate familial, marital, sexual or financial relationship in any capacity for which remuneration comes from University funds or from funds administered by the University.

5.8 **Waiver of Conflict of Interest**

5.8.1 Where the circumstances of a conflict of interest are unlikely to have an impact on the interests of another Member or the Employer, the Provost may, on behalf of the Employer, waive a conflict between the Employer's interest and the Member who has the conflict of interest. When a conflict of interest has been waived under this Article, the conflict of interest is deemed to no longer exist.

5.8.2 Examples of where it may be appropriate for a Provost to waive a conflict of interest on behalf of the Employer include circumstances where the conflict of interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Member.

5.9 **Definition of Bias or Apprehension of Bias**

5.9.1 Bias or apprehension of bias is defined as an expressed concern that there is a potential for a Member making a recommendation or participating in the decision or process leading to a recommendation or decision, to have pre-judged the issue to be determined or to be unduly

influenced either positively or negatively by a pre-existing relationship with a Member who is the subject of the recommendation or decision.

5.9.2 Bias or apprehension of bias exists when a reasonable person, who is informed of the facts upon which the bias or apprehension of bias is based and without any knowledge of the character of the individuals other than their past or present relationship, would conclude that the Member's bias or apprehension of bias is reasonable and founded on fact. A determination that there is a reasonable bias or apprehension of bias does not mean that the person is in fact biased.

5.10 **Determination of whether a Bias or Apprehension of Bias Exists**

5.10.1 **Voluntary Disclosure**

5.10.1.1 A Member has an obligation to disclose when he or she is in a position of conflict of interest or bias when he or she is participating in a recommendation or decision process.

5.10.1.2 A Member who believes himself or herself to be in a position of conflict of interest or bias, shall bring the matter to the attention of the committee chair.

5.10.1.3 If, after consultation, the Member and the chair of the committee agree that a conflict of interest, bias, or reasonable apprehension of bias exists, the individual shall voluntarily remove himself or herself from the process.

5.10.2 **Allegations of Conflict of Interest or Apprehension of Bias**

5.10.2.1 Where a written allegation of apprehension of bias has been made to the committee chair, or next level of authority in absence of a committee decision being required, he or she shall determine whether there is a reasonable apprehension of bias as defined by this Article. Persons alleging bias must do so before the person in bias or alleged bias participates in any meeting or other process at which the subject matter of the alleged bias will be considered, or immediately upon being made aware of circumstances causing an apprehension of bias.

5.10.2.2 Where a written allegation of apprehension of bias concerning a Member has been made to an appropriate authority (the committee chair, or next level of authority in the absence of a committee decision being required), that authority shall inform the Member against whom the allegation is made, and provide a copy of the written allegation to that Member. The appropriate authority shall then determine whether an apprehension of bias exists, and inform in writing both the Member against whom the allegation is made and the person providing the written allegation. If a finding of alleged bias against a Member is made and upheld, that Member shall be excused, without prejudice, from participating in the decision that is the subject of the finding.

5.10.2.3 The decision of the committee chair or next level of authority to excuse or not excuse a Member can be appealed in writing within three (3) business days of receiving the written notification, by either the Member who is undergoing review or the Member being excused, to the Provost or to their designate if the committee chair is the Provost.

5.10.2.4 The written decision of the Provost (or designate) will be submitted within three (3) business days of receiving the written appeal, and is final. It shall be copied to the Association, and shall contain enough detail that the Parties can determine whether the Apprehension of Bias guidelines are being applied in a uniform manner.

5.10.2.5 A Member has the right to discuss their concerns regarding bias or apprehension of bias with a member of the Association, and seek assistance from the Association in constructing a written request to the committee chair or next level of authority. Both Members apprehensive of bias and Members accused of bias have the right to seek assistance from the Association in constructing written requests or appeals.

5.11 **Abstention**

Where it has been determined that a bias or apprehension of bias exists, the person with regard to whom such bias or apprehension exists shall refrain from further participation in the making of any recommendation or decision or participating in the process leading to a recommendation or decision concerning the Member who is the subject. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the bias or apprehension of bias will be discussed.

5.12 **Relations with Students**

5.12.1 With respect to students, Members:

- (a) shall avoid all forms of harassment and discrimination as specified in Articles 7 and 42 of this Agreement;
- (b) shall disclose any conflict of interest or other circumstances known to them which may reasonably introduce or appear to introduce bias into their academic judgement or administrative decisions with respect to students;
- (c) shall not accept additional remuneration for tutoring students enrolled in the University; and
- (d) shall respect the confidentiality of information about a student gained through the exercise of academic or administrative duties or through participation in Program or University committees; such information may be used or disclosed where such use or disclosure has the student's consent, or is required in the fulfilment of a Member's academic, administrative, or committee responsibilities.

5.13 **Relations with Members**

5.13.1 Without limiting the generality of Articles 5.1 and 5.2 both Members of the Association and the Employer:

- (a) shall, with respect to Members, avoid all forms of discrimination and harassment as specified in Articles 7 and 42 of this Agreement;
- (b) have an obligation both to the University and to Members to present a balanced appraisal of strengths and weaknesses and to be fair and objective when presenting a professional judgement on a Member at the request of an appropriate University committee or authority (e.g., a committee dealing with appointments, Tenure, Continuing appointment, Promotion, dismissal, or research and instructional development grants);
- (c) shall respect the confidentiality of information about a Member gained through the exercise of administrative duties or participation in a peer committee; such information may be used or disclosed where such use or disclosure has the Member's consent, or is required by the terms of this Agreement;
- (d) shall not directly participate in deliberations or vote at more than one stage in any multi-stage process concerning a Member's career; and
- (e) shall not participate in the deliberations of a committee while it adjudicates applications which include his/her own application; however, in the case of grant applications, this prohibition applies only to the committee's consideration of applications in the same category as the Member's application.

5.14

Indication of Affiliation

As a general rule, Members in their scholarly publication or information for performance programs or recording notes should indicate their affiliation with the University.

ARTICLE 6: EXISTING PRACTICES

- 6.1 Benefits or privileges respecting terms or conditions of employment that are reasonable, certain, and known but not covered by this Agreement will continue to be available to Members in so far as is practicable and reasonable within the limits of the University budget and resources and the terms of this Agreement.
- 6.2 No new bylaws, policies, or substantive changes to the academic organization of the university will be of any force or effect where they have a material effect on the terms and conditions of employment without providing the Association with an opportunity to comment and propose changes.
- 6.3 When the Association seeks to rely on any existing practice or policy as a term and condition of employment, the onus shall be on the Association to establish that such practice or policy is reasonable, certain, and known.
- 6.4 The Employer acknowledges the importance of maintaining a climate in which the academic functions of Members can be effectively carried out, and will make reasonable efforts to provide an appropriate level of facilities and services. The Employer agrees that existing services, and facilities currently provided to Members will be maintained in so far as is practicable and reasonable within the limits of the University budget and resources and the terms of this Agreement.

SECTION B

EMPLOYMENT PRINCIPLES

ARTICLE 7: NON DISCRIMINATION

- 7.1 Except as otherwise provided in this Agreement, or by statute, the Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Member in regard to any terms or conditions of employment by reason of age, race, language, creed, colour, ancestry, national origin, political or religious affiliation or belief, gender, sexual orientation, marital status, family relationships, physical or mental disability/illness, place of residence (except where the place of residence would clearly prevent the carrying out of the required duties) membership or activity in the Association and social and personal lifestyle.
- 7.2 This Article shall not preclude any employment equity or pay equity measures mandated by law or agreed to by the Parties.

ARTICLE 8: SECURITY OF EMPLOYMENT

- 8.1 No Member shall be terminated, dismissed, laid-off or experience any other severance, suspension or interruption of the employment relationship except in accordance with one of the following:
- (a) retirement;
 - (b) voluntary resignation;
 - (c) natural expiration of a term appointment;
 - (d) expiration of a Probationary or Tenure-track appointment - following non-renewal, denial of Tenure, or denial of Continuing Librarian or Continuing Senior Laboratory Instructor appointment (Articles 22, 24 and 26);
 - (e) upon lay-off (Articles 9 and 10);
 - (f) suspension (Article 45B); or
 - (g) dismissal for just and reasonable cause (Article 45B).

ARTICLE 9: PROGRAM REDUNDANCY

- 9.1 Program redundancy refers to the cancellation of an Academic Program resulting in the loss, or possible loss, of a Member's position for reasons other than financial exigency.
- 9.2 The merging of programs, or the reassignment of a Member to another program without the loss of a Member's position, is not Program redundancy and is not subject to this Article. Where necessary, the Employer will assist the Member affected by Program merger or by reassignment as per Articles 9.9, 9.10, 9.11 and 9.12.
- 9.3 Program redundancy may occur only for bona fide academic reasons and shall apply only to Programs, or Colleges, not to individuals within a Program, or College.
- 9.4 A Program redundancy exists when, in the opinion of the Program Redundancy Committee, a Program does not meet acceptable academic standards, or does not contribute in a significant way to the mission of the University, or does not have, or is not projected to have, within the next three (3) academic years, an enrolment sufficient to justify maintaining the Program. The membership of the Program Redundancy Committee shall consist of all voting members of the Senate Committee on Academic Affairs (SCAAF) who are not in a conflict of interest or, in the case of Members, not in a conflict of interest as per Article 5. In addition, the composition of the Program Redundancy Committee shall not fall below fifty percent (50%) Teaching Members.
- 9.5 The Program Redundancy Committee will examine whether or not a given Program is redundant only when asked to do so by the written request of the President or by a Senate resolution supported by a majority of members of the Senate. Copies of the written request of the President or Senate resolution will be provided to the Association and the responsible Dean. The Program Redundancy Committee shall report within thirty (30) days, and shall answer the following questions:
- (a) Does the Program in question meet an acceptable academic standard?
 - (b) Does the Program contribute in a significant way to the mission of the University according to the current strategic academic plan?
 - (c) Does the Program have a projected enrolment sufficient to justify maintaining the Program?
- 9.6 The Program Redundancy Committee shall consider the request of the President under Article 9.5 or the Senate by resolution under Article 9.5. The Parties agree that the Program Redundancy Committee shall provide all interested persons or groups with a full opportunity to make submissions to the Program Redundancy Committee and within five (5) days of being constituted will give notice of the manner in which persons and groups may make submissions to the Program Redundancy Committee.
- 9.7 If the answer to any of the questions in Article 9.5 is negative, the report must ascertain whether, within the resources being made available to the Program, the answer will be positive within three (3) academic years. If the answer is projected to be negative for three (3) academic years, the Program Redundancy Committee is deemed to have made a finding of Program redundancy, in which case the report is forwarded through the Senate Committee on Academic Affairs to Senate. After due consideration, Senate will forward its recommendations and a copy of the Program Redundancy Committee report to the Board of Governors.
- 9.8 The Board of Governors, on receipt of the report of the Program Redundancy Committee and the recommendations from Senate, shall give the Association and the Dean of the College concerned twenty (20) days to comment on the findings. The Board shall then give due consideration to the Program Redundancy Committee report, the Senate recommendations, the views of the Association and the views of the responsible Dean.

- 9.9 If the Board of Governors then declares that a Program redundancy exists, the Provost shall consult with affected Members about their potential reassignment. The Provost shall make all reasonable efforts to reassign an affected Member to any cognate Programs for which his/her fields of expertise are a reasonable fit. The seniority provisions of Articles 10.17, 10.18 and 10.18.1 shall prevail in deciding which Members shall be reassigned, when several Members are deemed by the Provost to have expertise which could fit that of cognate programs. Members may be reassigned to available administrative positions for which they are qualified provided that this does not violate contractual agreements in force, or hiring policies and practices pertaining to such positions at the time of ratification of this Agreement.
- 9.10 The efforts of the Provost to reassign Members from redundant Programs shall include reasonable offers of retraining where it is probable that such training will enable a Member who is partially qualified to become qualified for the reassigned position. The Employer is not obligated to spend more on retraining and salary during the training of a Member than the Board would spend on that Member in the event of laying the Member off, with appropriate notice and severance.
- 9.11 Where a Member accepts a reassignment or a transfer pursuant to a declaration of Program redundancy, all employment rights and privileges of the position last held that are appropriate to the reassigned position shall be transferred with the Member. Examples of such rights and privileges are: seniority, rank, eligibility for promotion and, where appropriate, tenure, benefits, nominal salary and eligibility for salary and/or career development increments, sabbatical eligibility and credits, portion of time available to do research and access to previously held research facilities and opportunities, and eligibility for participation in collegial decision making.
- 9.12 If a Member declines an offer of reassignment under Article 9.9 or if no reassignment is offered, the Member shall be laid off, in which case the lay-off provisions contained in Article 10.2 shall apply, except the maximum severance pay shall be six (6) months more than in the case of lay-off due to financial exigency. Any laid-off Member shall have recall rights, applicable to all cognate Programs, as contained in Articles 10.21 and 10.22.

ARTICLE 10: FINANCIAL EXIGENCY

- 10.1 No Member shall be terminated, dismissed or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for financial reasons except in accordance with this Article.
- 10.2 Members may be laid off in accordance with this Article if a state of financial exigency has been declared by the Board of Governors according to the procedures contained in this Article. A state of financial exigency is defined, for purposes of this Article, as a situation in which the Employer projects substantial and continuing financial deficits which threaten the continued operation of the University and which are projected by consistently applied generally accepted accounting principles to persist for at least three (3) years into the future.
- 10.3 If the President considers that projected deficits are sufficiently severe that a state of financial exigency may exist, the President shall give written notice of her/his opinion to the Board of Governors, the Senate and the Association. From the date on which such notice is given, no new appointments will be made within the University until either the Board of Governors decides not to declare a state of financial exigency or until the lay-offs contemplated under this Article have been completed. Notwithstanding the foregoing, the Parties agree that Tenure-track and Probationary appointments may be renewed during a period in which lay-offs are being implemented.
- 10.4 Within ten (10) days of giving notice that the President considers a state of financial exigency exists, the Board of Governors shall forward to the Association all documentation relevant to the proposed state of financial exigency. The Board of Governors shall provide documentation sufficient to permit the Association to evaluate, using consistently applied generally accepted accounting principles, whether the University faces substantial and continuing financial deficits which threaten the continued operation of the University.
- 10.5 Within fifteen (15) days of receiving the Notice specified in Article 10.3 above, the Board of Governors shall establish a Financial Commission (FC) which shall be a committee of the Board and which shall review the financial documentation provided to the Association pursuant to Article 10.4. The FC shall report to the Board of Governors whether or not a state of financial exigency exists.
- 10.6 The FC shall consist of five (5) members, two (2) of whom shall be appointed by the Board of Governors, and two (2) of whom shall be appointed by the Association. A chair, who shall be a Faculty Member representative to the Board of Governors, shall be selected by the other four (4) members of the Commission. In the event that the members of the FC cannot agree on a chair, the chair shall be named by the Board of Governors from amongst the Faculty Member representatives to the Board of Governors. No member of the FC shall be a government official.
- 10.7 The Employer shall co-operate with the FC in its deliberations and shall provide all reasonable documentation necessary to establish to the satisfaction of the FC whether or not a state of financial exigency exists within the meaning of this Article.
- 10.8 The FC shall establish its own procedures.
- 10.9 The FC shall invite and consider submissions on the University's financial position. It shall consider:
- (a) whether the University's financial position involves a projected net operating deficit which, by consistently applied generally accepted accounting principles, is expected to continue for at least three (3) years and to constitute a problem sufficiently grave that the University's continued operation could be endangered unless the budgetary allocation for salaries and benefits of Members is reduced;

- (b) whether the reduction of the number of Members and/or the reduction in the salaries and benefits of Members is a reasonable way to effect a cost saving given the mission of the University as outlined in the current strategic academic plan;
 - (c) whether other means of achieving savings have been explored and utilized;
 - (d) whether every reasonable effort has been made to secure further assistance from the Government of British Columbia and to improve the University's revenue position by other means;
 - (e) whether the enrolment projections are consistent with the intended reduction in the complement of Members;
 - (f) whether all other means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary transfer to reduced workload status, and redeployment have been considered and utilized; and
 - (g) any other matters that the FC considers to be relevant.
- 10.9.1 The FC shall answer each of (a) to (f) above, as well as any other specific questions that arise under (g), to the Board of Governors.
- 10.10 The FC shall make its report to the Board of Governors within two (2) months of its appointment. If the FC finds that a state of financial exigency exists, it shall recommend the amount of reduction in expenditure that is required to maintain the University's operation at a viable level. The FC shall also recommend the proportion of that reduction that will be achieved:
- (a) by laying off Members; or
 - (b) by other means of reduction in expenditures on Members' salaries and benefits.
- 10.10.1 If the FC has not reported within the time limit set out in Article 10.10(a), the Board of Governors may declare that a financial exigency exists, but if the Board of Governors does so it must set out clearly and comprehensively the basis for its declaration.
- 10.11 The Board of Governors shall provide a copy of the FC's report to the Association within five (5) days of receipt. If the FC's report finds that a state of financial exigency exists, the Association shall invite Members to recommend proposals for the use of voluntary measures to bring about savings in the expenditure for Members' salaries and benefits.
- 10.12 If the FC finds that a state of financial exigency exists, a period of thirty (30) days shall elapse before the Employer initiates the procedures for laying off Members. During that period, the Parties shall meet and consider the recommendations of the FC. Notwithstanding anything in this Agreement, the Parties may renegotiate the provisions of this Agreement relating to salaries and benefits or agree to other methods of reducing the University's expenditure on salaries and benefits so as to reduce or avoid lay-off of Members.
- 10.13 If, pursuant to Article 10.12, the Parties fail to reach agreement on measures to reduce the Employer's expenditure on Members' salaries and benefits within thirty (30) days of the FC's report, the Employer may reduce its budgetary allocation for Members' salaries and benefits in accordance with the procedures set out below. Reductions in Members' salaries and benefits shall not exceed the amount of the reductions specified by the FC pursuant to Article 10.10(a).

- 10.14 If the FC found by a vote of at least four (4) to one (1) that no state of financial exigency exists, the Board of Governors shall be precluded from laying off Members for six (6) months from the date of the FC's report. Notwithstanding a vote by the FC against a finding that a state of financial exigency exists, the Board of Governors on the recommendation of the President may declare that a state of financial exigency exists provided:
- (a) the Board of Governors states clearly the basis on which it has declared a state of financial exigency exists and the basis on which it disagrees with the FC; and
 - (b) the period of notice provided to a Member of her/his lay-off shall be six (6) months greater than the notice provided for in Article 10.20.
- 10.15 If the Board of Governors declares that a state of financial exigency exists in the University, it may institute lay-offs of Members of the Association by declaring the total reduction in expenditure on Members' salaries and benefits which is required.
- 10.16 Notwithstanding Article 10.15 above:
- (a) the reduction of the salary mass of Members shall not be a greater proportion of that salary mass than the total reduction in salary mass is of the total salary mass of the University; and
 - (b) the President may only recommend to the Board of Governors after consulting with Senate to ensure, as far as possible, the continued viability of the University's Academic Programs.
- 10.17 Seniority shall be established by the date upon which a Member's continuous employment with the University commenced. Seniority shall not be affected by leaves taken in accordance with this Agreement or leaves taken under any previous terms and conditions of employment experienced by the Member at the University.
- 10.18 Members who are to be laid off under this Article shall be provided with written notice of the reasons for the lay-off. Lay-offs under this Article shall not be treated or recorded as dismissals for cause. Members shall be laid off in the following order:
- (a) Members who are on Term appointments with more than twelve (12) months remaining in their contracts;
 - (b) Members holding Probationary or Tenure-track appointments; and
 - (c) Members holding Continuing or Tenured appointments.
- 10.18.1 Within each of the above categories of appointment, lay-offs shall occur in reverse order of seniority, except where the continued viability of a Program requires the retention of the services of a Member who would otherwise be laid off. If two (2) or more Members have equal seniority, the order of their seniority will be decided by lot.
- 10.19 After the selection of the Members who are to be laid off, but before implementation of such lay-offs, the Employer shall make every reasonable effort to place the said Members in vacant positions elsewhere in the University, including available administrative positions without violating contractual agreements in force, nor hiring policies and practices in place at the time of ratification of this Agreement that pertain to such administrative positions. Any transfer to another academic unit or sub-unit requires the Member's consent and is subject to the provisions of Articles 9.9 and 9.10 of this Agreement. Individuals who accept such alternative appointments shall be given a reasonable opportunity to retrain for their new duties. A Member appointed to an administrative position shall be on terms and conditions satisfactory to the Member and the Employer, and the Member shall retain recall rights pursuant to Articles 10.21, 10.22 and 10.23.

- 10.20 (a) For each Member who is serving or has contracted to serve on a Term Appointment who is selected for lay-off, the Employer shall provide not less than six (6) months and not more than twelve (12) months written notice of the date of lay-off. Lay-offs shall occur on either December 31 or June 30. Alternatively, the Employer may notify the Member that it will honour all existing contractual obligations to the Member but that the Member will not be re-appointed.
- (b) For each Member who is serving or has contracted to serve in a Tenure-track, Probationary, Continuing, or Tenured Appointment who is selected for lay-off, the Employer shall provide:
- (i) twelve (12) months notice in writing of the date of lay-off; and
- (ii) one (1) month's salary for each year of service in the University which shall be no less than six (6) months' salary for Members with Continuing or Tenured appointments to a maximum of eighteen (18) months.
- 10.20.1 Any payment by the Employer pursuant to this Article shall be based on the Member's annual nominal salary at the date of lay-off.
- 10.21 Members who are laid off, or who voluntarily accept reduced workload appointments, or who are transferred to a position outside of their original academic unit or sub-unit shall have, for a period of two (2) years from the date of lay-off, a right of first refusal for any vacant appointment in their former academic unit or sub-unit for which they are qualified. The Employer shall give notice to the Member about the vacancy. To permit the Employer to give such notice, the Member shall inform the Employer of her/his current address. In addition, a Member who is laid off shall have a right of first refusal for any other available position in the University for which she/he is qualified, providing the appointment does not violate contractual agreements in force, or hiring policies and practices in place at the time of ratification of this Agreement that pertain to such positions.
- 10.22 Members who are recalled pursuant to Article 10.21 shall have up to one (1) month following receipt of notice to accept such offer of recall and a reasonable period, not to exceed twelve (12) months, to terminate their existing employment and take up the offered position. Failure to accept recall is deemed to be a resignation. Members on lay-off who are subsequently recalled shall repay any portion of the allowance received pursuant to Article 10.20 which exceeds the salary they would have received had they continued to occupy their previous appointments in the University. Each Member who is recalled to an appointment or position which is not within her/his original academic unit or sub-unit retains the right of first refusal for any vacancy in her/his original academic unit or sub-unit for a period of three (3) years from the date on which she/he was first recalled to a vacant position or appointment at the University.
- 10.23 Members who are laid off shall enjoy reasonable access to University facilities, including office and laboratory space, when available, and to library and computer services. This access shall remain available until alternative academic employment is secured or the Member's recall rights expire or the Member refuses a recall, whichever occurs first. The Parties agree that employees and graduate students of the University have first call on the use of the University's facilities.
- 10.24 While a Member is on lay-off under the provisions of this Article, the University will not contribute towards the Member's benefits plan. However, at the Member's request, the University shall provide reasonable administrative assistance to a Member who wishes to continue her/his available coverage under the University's benefits plans. If the Member continues coverage in these circumstances, the Member will pay all applicable premiums and contributions.
- 10.25 The Employer shall bear the cost of the FC.

- 10.26 Wherever this Article provides that the Employer shall give notice of lay-off to a Member, the Employer may provide salary plus continuance on the University's pension and benefits for the equivalent period of notice, (with the exception of Long Term Disability), instead of notice or, a combination of notice and salary plus continuance on the University's pension and benefits for the equivalent period of notice, (with the exception of Long Term Disability), instead of notice to the Member.

ARTICLE 11: EMPLOYMENT EQUITY

11.1 General

- 11.1.1 In accordance with the University's general commitment to non-discrimination, as contained in Article 7, and to the principles of employment equity, the Parties recognize that particular measures are required to promote equity in the employment of women, visible minorities, people with disabilities, and aboriginal peoples, hereinafter referred to as "the designated groups."
- 11.1.2 In particular, the Parties are committed to ensuring that no systemic discrimination or barrier to the full participation of Members who are members of the designated groups. The Parties are committed to the identification and removal of artificial barriers to the selection, hiring, promotion and training of persons in the designated groups, and are committed to providing a positive working climate for all members of the University community, including members of the designated groups.
- 11.1.3 For the term of this Agreement the Employer will establish search procedures for the designated groups that include:
- (a) advertisements which include the statement that the Employer is committed to employment equity and particularly welcomes applications from the designated groups;
 - (b) letters from the responsible Dean and/or Program Chair, or University Librarian, as applicable, to their equivalents in other Canadian universities particularly inviting the designated groups to apply for advertised positions; and
 - (c) other such measures as authorized by the Dean or University Librarian in consultation with the Program Chair and the University Employment Equity Advisory Committee.

11.2 Equity In Employment

- 11.2.1 The Parties agree that it is desirable for the University's faculty complement to change over time to reflect the evolving composition of Canadian society, including appropriate representation of the designated groups.
- 11.2.2 The Parties agree on the following measures:
- (a) To achieve an equitable balance within Programs, gender under-representation shall be deemed to exist when:
 - (i) Faculty Members of one gender constitute a smaller proportion of the membership of a Program than exists in the pool of recent graduates (as reported by Statistics Canada) for the graduate degree normally required for an appointment at the University in their discipline.
 - (ii) Librarian Members of one gender constitute a smaller proportion of the membership than exists in the pool of recent graduates (as reported by Statistics Canada) in graduate degree programs of librarianship in Canada.
 - (iii) Senior Lab Instructor Members of one gender constitute a smaller proportion of the membership of a Program than exists in the pool of recent graduates (as reported by Statistics Canada) for the graduate degree normally required for an appointment at the University in their discipline.
 - (b) The Employer shall endeavour to facilitate accessibility to Faculty, Librarian and Senior Laboratory Instructor Member positions by candidates from among members of designated groups;

- (c) Where there are no female or self-identified applicants for a position by members of designated groups under the employment equity legislation, or where the hiring committee or its equivalent recommends a short-list for interview which does not include a female or self-identified candidate from a designated group, the responsible Dean or University Librarian shall review the selection process and the recommendation of the hiring committee and may, in his/her sole discretion, decide to continue with the existing short-list or to extend the competition deadline, or to undertake additional advertising, or to take other measures to widen the applicant pool;
- (d) Subject to Article 7, the best-qualified person shall always be recommended for appointment. However, where the qualifications of the leading candidates for appointment are substantially equal, and one (1) or more is from a designated group or groups for which under-representation has been found to exist, the most qualified candidate from an under-represented group shall be deemed the best qualified and shall be recommended for appointment; and
- (e) At the time of making a recommendation to the responsible Dean or University Librarian, the hiring committee or its equivalent shall make a report on the search process which includes:
 - (i) the total number of female or self-identified applicants and the number with a doctoral or equivalent qualification, the numbers of male and female applicants, where known, and the numbers of each gender with a doctoral or equivalent qualification, and, where known, the same information for applicants from the other designated groups; and
 - (ii) a rank-ordered short-list which formally presents the qualifications of each candidate and the reasons for the ranking.

11.2.2.1 The responsible Dean or University Librarian shall review this report prior to recommending any formal offer of appointment.

11.3 **Employment Equity Information**

11.3.1 To assist with appointment procedures, the Provost by July 1 of each academic year, shall provide the Deans, the University Librarian, and the Program Chairs or equivalents with the following information for each Program:

- (a) the number of searches for Member positions in the previous year; for each search, where known, the numbers of female and male applicants, the numbers of female and male applicants with doctorates, and the gender of the appointee, and where possible the number of self-identified applicants and appointees of designated groups;
- (b) the composition by gender of the Members in each academic unit and sub-unit by rank and status of appointment, and where possible, the number of self-identified members of designated groups;
- (c) the percentages of women and men, by discipline, in doctoral degree programs in Canada and in graduate degree programs in librarianship in Canada;
- (d) the percentages of doctoral degrees, by discipline, and graduate degrees in library science awarded in Canada to women and men; and
- (e) a statement as to whether the Program is subject to the definition(s) of under-representation provided for in this Article.

11.3.1.1 The Provost shall also provide the Association with copies of this information.

11.4 **The University Employment Equity Advisory Committee**

- 11.4.1 To assist with the implementation of the provisions of this Article, the University will establish a University Employment Equity Advisory Committee. The Association will appoint two (2) representatives to this Committee or a number equal to the number appointed by the Employer, whichever is greater.
- 11.4.2 The University Employment Equity Advisory Committee shall investigate options for supporting the activities identified below and make recommendations to the UNBC community. The Committee shall:
- (a) identify any systemic barriers in recruitment, employment and promotion policies and procedures that discriminate against members of the designated groups and all members on the basis of any of the prohibited grounds of discrimination as outlined in Article 7;
 - (b) review on an on-going basis employment equity plans at other universities in Canada;
 - (c) provide advice to the President, the Association, and other members of the UNBC community concerning the realization of the University's commitment to non-discrimination and equity in the employment of members of the designated groups and on the development and maintenance of a positive climate for all members at UNBC; and
 - (d) report at least annually to the University community and provide copies of all reports and recommendations to the President and the Association.
- 11.4.3 Factors which differentiate on the grounds of membership in any of the designated groups shall not be used to justify any salary differential among Members.

SECTION C
APPOINTMENTS

ARTICLE 12: GENERAL APPOINTMENT PROCEDURES

- 12.1 The Parties agree that the long-term health of UNBC requires a critical mass of continuing Faculty Members, Librarian Members, and Senior Laboratory Instructors engaged in teaching and research.
- 12.2 The Parties agree that high teaching standards are of fundamental importance. Accordingly, the Employer agrees that only Members shall teach courses approved by the University Senate for University credit except for:
- (a) academic administrators appointed pursuant to Article 18;
 - (b) persons employed by another institution with which the University has in place an agreement duly ratified by Senate that provides for the sharing of teaching resources and personnel in order to provide special educational opportunities otherwise unavailable to UNBC students.
- 12.3 All appointments and appointment procedures shall be made in accordance with the provisions of Article 2 (Academic Freedom), Article 7 (Non-Discrimination), and Article 11 (Employment Equity).
- 12.4 All categories of initial appointment shall be made by the Employer, which shall consider recommendations from the Dean, Program Chair and Appointment Selection Committee, University Librarian Members' and Librarian Appointment Selection Committee as per Articles 12.6, 12.7, 13.11, 13.12, 15.4, 15.5, 16.5, 16.6, 17.3 and 17.4. In case of the Dean, Program Chair or University Librarian who is also the chair of the ASC or LASC, the recommendation made under Articles 13.11.8, 15.5.6 or 16.6.7 will go directly to the Provost.
- 12.4.1 The Parties recognize that all applicants shall be given due and fair consideration for any vacant position under the terms of the Agreement. This consideration includes timely communication during and following the recruitment process.
- 12.4.2 Consistent with the criteria listed in the position advertisement and with employment equity principles, applicants are selected on the grounds of excellence, as appropriate to the position, in teaching; scholarship; professional practice; and/or service to the academic profession, to the University, and/or the community. Deliberations of selection committees shall be conducted on sound academic and professional grounds.
- 12.4.3 The selection process must ensure that each candidate is assessed for the requirements of the position stated in the advertisement. All efforts must be made to ensure equitable treatment of all candidates.
- 12.5 This Article does not address unremunerated appointments such as honorary or adjunct appointments.
- 12.6 **Appointment Selection Committee for Academic Programs**
- 12.6.1 By September 30 of each academic year, each Program shall elect an Appointment Selection Committee (ASC) and the Program Chair will recommend the membership to the Dean for approval. The ASC shall:
- (a) assess and recommend applicants for any Program Faculty appointments as per Article 13.11;
 - (b) assess and recommend applicants for any Senior Laboratory Instructor appointments as per Article 16.6; and

- (c) assess and recommend applicants for Program Chair appointments as per Articles 72.4 and 72.5.

12.6.2 In the case of Regional Chairs, the appropriate ASC as determined in Article 17.2 shall make a recommendation to the appropriate CPTC regarding the appropriate rank, Program and whether the appointment should be made with tenure.

12.6.3 The size of the Committee, quorum, and method of election shall be determined by each Program, provided that:

- (a) all Faculty Members of the ASC shall be Members holding Tenure-track or Tenured appointments;
- (b) Senior Laboratory Instructor Members of the ASC shall be members with Continuing appointments;
- (c) the ASC shall consist of at least two (2) members of the Program, the Chair of the Program (or designate), and at least one (1) Faculty Member from another Program;
- (d) the Program Chair (or designate) shall chair the ASC;
- (e) in the event that an elected Member is unable to carry out required ASC responsibilities, or has a declared conflict of interest, the Program shall meet to elect a replacement for the remainder of the term of the office;
- (f) programs with fewer than the required available and eligible Members shall choose members from the larger academic unit to serve on the Committee;
- (g) for SLI appointments where the appointment is affiliated with a Program, the ASC shall have at least two (2) SLIs selected by the other Program ASC members, one (1) of whom has held a Continuing appointment for at least five (5) years; and
- (h) students and members of the community at large (e.g. members of professional associations) may be members of the ASC as deemed by the Program.

12.6.3.1 For SLI appointments where the appointment is not affiliated with a Program, the composition of the ASC shall be:

- (a) the Supervisor of the SLI appointment who shall chair the ASC;
- (b) two (2) SLIs holding Continuing appointments elected from and by the SLIs; and
- (c) at least two (2) Faculty Members holding Tenure-track or Tenured appointments who are affiliated with the SLI appointment and selected jointly by the Chair and other two (2) SLI Members.

12.6.4 The ASC shall, in fulfilling its responsibilities pursuant to Articles 13, and 72, assess and recommend applicants for appointment as determined in Article 12.6.3.

12.6.5 The composition of the ASC shall be as determined in Article 12.6.3. All members of the ASC shall vote. All voting shall be by secret ballot. The ASC shall follow the most recent edition of Roberts Rules of Order. All deliberations of the ASC shall remain confidential.

12.7 Librarian Members' Appointment Selection Committee (LASC)

12.7.1 The Librarian Members Appointment Selection Committee (LASC) shall assess and recommend Librarian and Archivist applicants for Probationary, Continuing and Limited Term appointments.

- 12.7.2 The LASC shall be composed of:
- (a) the University Librarian (or designate) shall chair the LASC;
 - (b) two (2) Librarian Members holding Continuing or Probationary appointments elected from and by the Librarian Members for a period of one (1) year; and
 - (c) two (2) Members, selected on an ad hoc basis by unanimous agreement of the Chair and the two (2) elected Librarian Members of the LASC. At least one (1) of the two (2) ad hoc LASC Members shall be a Member who is not a Librarian Member.
 - (d) Where the LASC is seeking to appoint a prospective Librarian Member with inter-institutional responsibilities, such as the *Northern Health Sciences Librarian*, and where there is a person at one of the other institutions with the qualifications specified in Article 15.1.2, the LASC may appoint this person as an additional ad hoc member.
- 12.7.3 All members of the LASC shall vote. All voting shall be by secret ballot. Quorum shall consist of the chair plus two (2). The LASC shall follow the most recent edition of Roberts Rules of Order.
- 12.7.4 Librarian Member elections for the two Librarian Members in 12.7.2(b) shall occur in September of each year and the University Librarian will recommend the membership to the Provost for approval by September 30. If the LASC is in the process of an appointment, elections may be deferred until the competition is concluded.
- 12.7.5 The LASC shall adhere to the procedures set out in this Agreement. In matters not set out in this Agreement, the LASC shall determine its own procedures.
- 12.8 **Research Chairs Appointment Selection Committee**
- 12.8.1 The Research Chairs Appointment Selection Committee acts in a similar capacity as the ASC for special research chair appointments (or equivalent) which potentially have university-wide research leadership implications. The committee shall follow the appointment procedures consistent with Article 13.
- 12.8.2 The Research Chairs Appointment Selection Committee will advise on the appointment of special research chairs (or equivalent). This Committee is chaired by the Vice-President Research and the composition of the Committee will include up to five (5) Faculty Members appointed by the relevant Dean(s) of the College to which the special research chair appointment (or equivalent) will be affiliated. If the appointment is designated to a particular College the majority of Faculty Members will be from the College to which the appointment will be made, and one from the other College. If the appointment is not designated to a particular College, there shall be an equal number of Faculty Members from each College. The Vice-Provost Medicine, the Dean(s) of the College to which the appointment may be affiliated, and the Program Chair(s) to which the appointment will be affiliated, will also serve on the Committee. The Committee may include other members as the Committee deems appropriate.
- 12.8.3 Candidates for the special research chair appointment (or equivalent) will be sought through an appropriate combination of public advertisements, search consultants, targeted recruitment, and the use of professional networks.
- 12.8.4 The Committee chair, or designate, will solicit and provide to the Committee for review external references, and other documents as deemed appropriate and relevant by the Committee. The Committee will conduct interviews, arrange for meeting opportunities between candidates and cognate academic programs, and arrange for public presentations of the short-listed candidates.

- 12.8.4.1 The Parties recognize that all applicants shall be given due and fair consideration for any vacant position under the terms of the Agreement. This consideration includes timely communication during and following the recruitment process.
- 12.8.5 The Committee will endeavour to reach consensus on its recommendation of a candidate, but in the event that no consensus is reached, a simple majority vote will be used to determine the recommended candidate.
- 12.8.6 The appropriate College Dean(s) will negotiate the terms of the appointment with the recommended candidate and forward a written recommendation to the Provost. If approved, the Provost will forward a written recommendation to the President who will decide whether to accept the recommendation and forward to the Board of Governors for approval, or deny the recommendation.

ARTICLE 13: APPOINTMENT OF FACULTY

- 13.1 All appointments of Faculty Members shall be made under the conditions of Article 12.
- 13.2 All appointments of Faculty Members shall be to one (1) of the following ranks: Lecturer, Assistant Professor, Associate Professor, or Professor.
- 13.3 All appointments of Faculty Members shall be to one (1) of the following categories: Tenure-track or Tenured.
- 13.4 The purposes and special features of Term appointments are set out in Article 14. The five (5) types of Term appointments described therein are Regular, Visiting, Instructor, Part-Time Instructor, and Post Retirement.
- 13.5 Appointment to a rank shall normally reflect the appointee's experience and level of achievement. For purposes of Tenure-track or Tenured appointments and promotions in rank, recognition of years of experience and years in rank as a Faculty Member at another university, or equivalent experience elsewhere shall be negotiated, and the agreed upon recognition shall be stated in a letter of appointment as in Article 13.12.1.
- 13.6 The sequence of Tenure-track appointments and the rules governing them are set out in Article 22.
- 13.7 Initial appointments with tenure are dealt with in Article 22.3.4, and the granting of tenure to a Tenure-track appointee is governed by Article 22.
- 13.8 This Article does not address unremunerated appointments such as honorary or adjunct appointments.
- 13.9 **Categories of Appointment**
- 13.9.1 **Shared Appointment**
- 13.9.1.1 A shared appointment is an appointment shared by two (2) Members.
- 13.9.1.2 Where sound academic reasons exist for so doing, a Member may request a shared appointment with another Member. Before a Member agrees to a shared appointment, she/he shall meet with the Dean who shall reach an understanding on how the Members' work is to be shared between the Members who share the appointment, and how the procedures used in assessing the Member for subsequent or Tenured appointment, CDI, and promotion are to be applied. After consultation with the Program Chair(s) and the Dean(s), the Member(s) shall submit the application for the shared appointment to the Dean(s) who will make a recommendation to the Provost. The Provost shall have the final authority for making the appointment. A Member shall not receive a shared appointment without her/his consent in writing.
- 13.9.1.3 The terms and conditions of the shared appointment shall be contained in an agreement in writing signed by the two (2) Members and the Provost. Within five (5) days of its signing the Provost shall send a copy of the agreement to the Association.
- 13.9.2 **Cross-appointment**
- 13.9.2.1 Where sound academic reasons exist for so doing, a Member may receive as an initial or subsequent appointment a cross-appointment in two (2) or more academic units or sub-units within the University. A Member shall not receive a cross-appointment without her/his consent in writing.
- 13.9.2.2 Before a Member agrees to a cross-appointment, she/he shall meet with the Dean(s) and the Provost, and there shall be an agreement on how the Member's work is to be shared between the academic units concerned, which academic unit is to have primary responsibility for the Member in

administrative and academic matters, and the procedures to be used in assessing the Member for renewal of appointment, or Tenured appointment and promotion. The Member shall retain residual rights in one of the academic units to which she/he would return on a full-time basis should academic needs change.

- 13.9.2.3 The terms and conditions of the cross-appointment shall be in writing signed by the Member and the Provost, who shall have the final authority for making the appointment. Within five (5) days of its signing the Provost shall send a copy of the agreement to the Association.

13.10 **Appointment Selection Committee**

The appropriate Program(s) Appointment Selection Committee (ASC) as constituted in Article 12 shall assess applicants and recommend a suitable candidate for a faculty position.

13.11 **Recommending Appointments**

- 13.11.1 For Program appointments, the Appointment Selection Committee (ASC), as constituted in Article 12, shall recommend to the Dean the academic qualifications and the experience required for the appointment and after having considered the ASC's recommendation the Dean shall authorize a search for a person to fill the appointment, and the Program Chair shall initiate the search in accordance with the terms of this Agreement and University policies and procedures. An approved Program appointment vacancy may be advertised, "subject to budgetary approval" with the consent of the Provost.

- 13.11.2 Normally, all positions other than Visiting positions and positions renewed pursuant to Article 14.11, will be advertised. Positions renewed pursuant to Article 14.11 shall not be advertised. Part-time positions will be posted on the official University website except where appointments must be made urgently for sound academic reasons. Deans may waive posting, with the reasons communicated to the Provost and to the Association.

- 13.11.3 Other types of Term appointments shall be advertised, except that, where a qualified candidate is currently in the employ of the University, or where appointments must be made urgently for sound academic reasons, Deans may waive advertising, with the reasons communicated to the Provost and the Association.

- 13.11.4 Only the President may waive the requirement to advertise a Tenure-track or Tenured appointment, and only in exceptional circumstances where to advertise would be clearly contrary to the interests of the University. In this event, the reasons shall be communicated to the Association before the appointment is made by the Board of Governors.

- 13.11.5 Faculty appointments described in Article 13.11.2 shall be advertised by the University in appropriate publications which shall include University Affairs or the CAUT Bulletin, so far as publication schedules and policies permit.

- 13.11.6 Applications for appointments which have been advertised shall be reviewed by the appropriate ASC which shall make a short list and conduct interviews, as well as consult with the Program.

- 13.11.7 In assessing candidates, the ASC shall give consideration to the nature of the duties to be performed (as advertised), to the character and quality of the degrees held, to the record of teaching, research, and other scholarly, creative or professional work of each candidate. The assessment shall be made objectively on sound academic and other relevant grounds including equity provisions.

- 13.11.8 The Program Chair shall recommend to the Dean the name of a single candidate, or a rank-ordered short list, approved by majority vote of all the ASC following consultation with the Program together with her/his own recommendation.

- 13.11.9 When a recommendation for a Term appointment needs to be made for urgent reasons and a sufficient number of members is not available to constitute an ASC, the Program Chair in consultation with available Faculty Members may make the recommendation to the Dean.
- 13.11.10 Upon receipt of the recommendation made pursuant to Article 13.11.8, the Dean shall forward her/his own recommendation along with recommendation of the ASC to the Provost who shall forward these recommendations and her/his own recommendation to the President, who shall decide on the appointment and make the appropriate recommendation to the Board of Governors.
- 13.12 **Letter of Appointment**
- 13.12.1 The successful candidate shall receive a letter of appointment in duplicate from the President (or designate) specifying the terms of employment, including:
- (a) the College in which the appointment is made and the Program(s) with which the appointment is affiliated;
 - (b) rank of appointment;
 - (c) type of appointment, and if shared, the agreement reached with the Dean per Article 13.9.1.2;
 - (d) nominal salary, and where applicable actual salary;
 - (e) amount and review date of market differential, if applicable;
 - (f) date on which the appointment commences;
 - (g) recognized years of service, if any, pursuant to Article 13.5;
 - (h) duration of appointment period, where applicable;
 - (i) details of the amount and conditions applying to any start up funds provided;
 - (j) other terms and conditions of the appointment as have been agreed upon by the candidate and the University provided they are not inconsistent with the terms of this Agreement; and
 - (k) a statement that the appointment is subject to the terms of the current Agreement which is renegotiated from time to time and to the University's Market Differential Policy.
- 13.12.2 A copy of this Agreement and a letter from the Association which invites the candidate to contact the Association prior to accepting the Employer's offer shall be included with the letter of appointment. If the offer is acceptable to the candidate, the candidate shall sign and return one (1) copy of the letter to the Provost or designate.

ARTICLE 14: TERM APPOINTMENTS OF TEACHING MEMBERS (EXCLUDING SENIOR LABORATORY INSTRUCTORS AND LIBRARIANS)

- 14.1 All appointments of Term Teaching Members, except for SLIs per Article 16.3.4 and Librarians per Article 15.2.3, shall be made per the conditions of Article 12 and 13 as applicable.
- 14.2 Term appointments are of five (5) types:
- (a) Regular: These are full-time term appointments at the rank of Lecturer, Assistant Professor, Associate Professor, or Professor. The duties of such persons normally include teaching, scholarly activity and service, as described by the type of appointment and the agreement reached as described in the letter of appointment.
 - (b) Visiting: These are full-time appointments for limited terms for established scholars who hold continuing appointments elsewhere, or are retired, and who hold the rank of Lecturer, Assistant Professor, Associate Professor or Professor. Duties shall be specified in the letter of appointment.
 - (c) Instructor: These are full-time teaching-only appointments for limited terms at the rank of Instructor I, Instructor II, Instructor III or Instructor IV. Initial appointment shall be at the rank of Instructor I or, if the Member has the equivalent of at least one (1) year of previous experience in full-time university teaching, at the rank of Instructor II.
 - (d) Part-time Instructors (Sessional Instructors): These are teaching only appointments for limited terms that are the duration of specific courses, at the rank of Part-time Instructor. If more than fifteen (15) semester credit hours or equivalent are assigned to a Part-time Instructor Member in the twelve (12)-month period between January 1 and December 31, the Member shall automatically be awarded one (1) year of seniority and be eligible for benefits as if she/he had been an Instructor under Article 14.2(c). If there is at least three (3) months remaining in the appointment term, the Member may enrol for full benefits coverage.
 - (e) Post-Retirement: These are appointments of retired Members at the rank at which they retired.
- 14.3 Term appointments of Members under Articles 14.2(a) and 14.2(c) shall normally be made for not less than twelve (12) months except at the request of the Member or Program, and not more than twenty-four (24) months, except:
- (a) for Regular Term appointments made under Article 14.21;
 - (b) for appointments under Article 14.5(a), which shall be for the duration of the secondment; or
 - (c) under other circumstances and with the consent of the Association, whose consent shall not be unreasonably withheld.
- 14.3.1 When initial verbal contract negotiations take place between the University and the Faculty Member, and provided that the length of the term of appointment is discussed and verbally accepted by the Faculty Member prior to the formal written offer of employment, the duration of the teaching appointment can be offered at less than twelve (12) months without the requirement that the contract "shall be made for not less than twelve (12) months except at the request of the Member."
- 14.3.2 For appointments made under Article 14.3, Members who teach more than fifteen (15) semester contact hours shall automatically be awarded one (1) year of seniority and be eligible for benefits.

- 14.4 Except as specified in Article 14, term appointments carry no guarantee of renewal.
- 14.5 Term appointments may be made only for the following purposes:
- (a) to replace another Faculty Member on leave, secondment, or serving in an administrative position for the expected duration of the absence of the person being replaced;
 - (b) to replace a Faculty Member on long term disability;
 - (c) to fill a vacant continuing position while a competition is in progress or until a fully suitable candidate is recruited;
 - (d) to fill a position, where less than fifty per cent (50%) of the funding for the position is derived from the continuing base grant accorded to the University by the province;
 - (e) to fill a position necessitated by enrolment growth;
 - (f) to fill vacancies which occur or new positions which are created as a result of the development of new Programs or expansions of existing Programs;
 - (g) to offer a post-retirement contract per Article 19;
 - (h) to fill vacancies in any Program which has been established or placed on a probationary basis, for the duration of that probation;
 - (i) to attract expertise to the University which would not otherwise be available; or
 - (j) for any other purpose agreed upon by the Parties.
- 14.5.1 Part-time Instructor (Sessional Instructor) appointments may also be used to give graduate trainees experience in teaching.
- 14.6 Letters of appointment shall be as in Article 13.12 and shall normally be sent to Term Instructors and Regular Term Appointees three (3) months in advance of the first (1st) day of their appointment. The Provost shall give a copy of the letter of appointment to the Association within fifteen (15) days of an appointment, together with the purpose for which the appointment has been made.
- 14.6.1 Whenever feasible, appointment dates should begin one (1) week prior to the start of term. The total compensation as in Articles 48.5 and 48.6 will not be altered. The early start date is to allow new instructors to be provided things such as email addresses and library privileges prior to the first day of term.
- 14.7 For the purposes of this Article the Teaching Salary Mass (TSM) shall mean the cost of the salaries of all Term Instructors, Regular Term appointees, Tenured, and Tenure-track Faculty Members.
- 14.7.1 The cost of salaries paid to Term Instructors, Regular Term and Post-Retirement appointees to replace Tenured Faculty Members on sabbatical, assisted study, maternity, parental, sick leave, leave of absence, secondments to administrative positions shall be excluded from all calculations of TSM under this Article.
- 14.7.2 The percentage of the TSM paid to Term Instructors and Regular Term appointees, not including contracts issued to Members in the School of Nursing, the MBA program, and regional Members, calculated as a percentage of the TSM of Tenured and Tenure-track Faculty, shall not, exceed the base percentage of sixteen percent (16%) by more than two percent (2%).

- 14.7.3 The University shall provide an annual TSM report to the Faculty Association by March 1, in each year of the Agreement.
- 14.7.4 By March 31 of each year the Director of Regional Operations shall report to the Association:
- (a) the total number and TSM for Members employed at campuses other than the Prince George campus;
 - (b) the total number and cost of salaries of Term Instructor and Regular Term appointees employed at campuses other than the Prince George campus; and
 - (c) a projected plan for the employment of Members employed at campuses other than the Prince George campus.
- 14.8 The Parties do not intend that multiple Part-time Instructor appointments in a Program should be used for the purpose of avoiding a full-time Instructor where such an appointment would be feasible and appropriate.
- 14.9 The teaching workload for Regular Term appointees shall be determined as in Article 30.
- 14.10 The teaching workload for full-time Instructors shall be determined as in Article 30, except that the nominal formal teaching workload shall be three (3) semester contact hours of traditional teaching or the equivalent thereof more than the amount provided for in Article 30.3.1.
- 14.11 If, at the expiration of the period of a Member's full-time term appointment, it becomes necessary to offer a subsequent full-time term appointment in the Member's Program, for which the Member has all the appropriate expertise and competence and provided that the Member's performance is satisfactory, no external candidate shall be appointed unless the Member has first been offered and has refused reappointment.
- 14.12 In order to meet the operational requirements of the University, all Members' letters of offer will include a statement that the Member must respond by a required date to the offer, or formally request and have approved by the University an extension to the timeline to respond to the offer, otherwise the University retains the right to withdraw the offer.
- 14.13 A Member who holds a full-time term appointment may request a break in continuous employment while retaining the right of first refusal specified in Article 14.11. The University shall make every effort to accommodate such a request.
- 14.14 In a competition to fill a full-time Regular Term or full-time Instructor position if more than one (1) full-time Regular Term candidate is qualified, the one (1) with the greatest seniority will be appointed.
- 14.15 Regular Term or term Instructor Members shall be given due consideration for any Tenure-track appointments that become available within their Programs, and for which they apply and are qualified. When other qualifications are essentially equal, a current term Member shall be selected over a non-member.
- 14.16 Should a Member in a Regular Term appointment subsequently be granted a Tenure-track appointment with no more than twelve (12) months break in service, some, or all, of the years served in Regular Term appointments shall, at the discretion of the University, be considered equivalent to years served in a Tenure-track appointment for the purpose of tenure consideration and sabbatical entitlement.
- 14.17 Should an Instructor subsequently be hired into a Tenure-track position, the University may recognize a portion of the service as an Instructor for the purpose of eligibility for tenure consideration and sabbatical eligibility.

- 14.18 There shall be no limit to the total duration of a series of term appointments that a Member may hold.
- 14.19 If a Member has held an Instructor position for one (1) year and has performed satisfactorily and is reappointed, he/she will be appointed at the next level.
- 14.20 If a Member who has held a full-time term appointment under either Article 14.2(a) and/or Article 14.2(c) within any four (4) of the past five (5) years is thereafter engaged it shall be as a Regular Term Member. Rank and salary awarded shall be commensurate with experience and education. The division of duties between teaching, scholarly activity and service, as defined by the relevant Program, shall be negotiated between the Member and the University and shall form part of the letter of appointment.
- 14.21 Regular Term Members appointed under Article 14.20 will be appointed to a Regular Term continuing appointment (Article 14.2(a)) of three (3) years. Following the initial three (3)-year contract, subsequent renewals will also be for three (3) years. However, discontinuation of this appointment can be implemented with six (6) months' notice provided the Member has served eighteen (18) months from the date of initial appointment.
- 14.21.1 Discontinuation can be for:
- (a) conversion of the position to a Tenure-track position;
 - (b) performance below expectation (Article 14.23);
 - (c) curriculum changes that eliminate the need for the position; or
 - (d) Program budgetary reasons.
- 14.22 A Member who is re-appointed to a Regular Term position shall not be assigned a rank that is lower than the rank assigned in his/her previous term appointment.
- 14.23 Members holding full-time Regular Term appointments appointed under Article 14.21 shall submit PARs annually under the criteria in Article 21, taking into account the terms negotiated in the letter of appointment. Performance that is below expectations over two (2) consecutive years may result in termination of the appointment if the Member is not able to correct the deficiencies after having been afforded a reasonable time to do so.
- 14.24 Instructors with appropriate qualifications may teach graduate courses.
- 14.25 **Sessional Instructors' Roster**
- 14.25.1 **Definition**
- (a) A Sessional Instructor is a person whose only appointment within the bargaining unit is as a Part-time Instructor.
 - (b) For the purpose of this Article, a course refers to a credit course or a component of a credit course with an assigned SCH.
 - (c) Sessional Instructors are remunerated per SCH as per Article 48.

14.25.2 **Establishing a Sessional Roster**

14.25.2.1 Sessional Instructors are placed on the Sessional Roster within an academic unit (Program) by appointment to teach a course in that academic unit and in accordance with the appointment procedures set out in Article 12 and Article 14.

14.25.2.2 Each academic unit shall maintain a Sessional Roster. The Sessional Roster is a record of those individuals who have met the selection criteria for specific courses and been selected by the ASC according to the appointment procedures in Articles 12 and 14. To remain on the Sessional Roster a Sessional Instructor shall have satisfactorily taught in the academic unit in the past twenty-four (24) months.

14.25.2.3 For each Member on the Sessional Roster, the Sessional Roster will include the number of instances each course was taught satisfactorily, the campus at which it was taught, the delivery mode and the cumulative number of SCHs for that course.

14.25.2.4 An individual may be on more than one Sessional Roster.

14.25.2.5 **Alternate Mechanism for Placement on the Sessional Roster**

A Sessional Instructor already on a Sessional Roster in one (1) academic unit, or a full-time Member whose employment is ending, may apply to the Dean of the academic unit for inclusion on the academic unit Sessional Roster. The Dean shall make the decision on admission to the Sessional Roster on the recommendation of the academic unit's ASC, and the recommendation shall also include right of first refusal and/or seniority rights. In cases where admission to the Sessional Roster is refused, the Dean shall outline the reasons for the refusal in a letter to the Member. Seniority is earned in each academic unit.

14.25.3 **Hiring Procedures for Sessional Instructors**

14.25.3.1 In all cases courses shall only be offered to qualified applicants. Qualifications shall consist of academic credentials, minimum level of defined professional qualifications, professional designation and experience (where appropriate), and teaching competence.

14.25.3.2 Any course offered by an academic unit that cannot be staffed by Faculty Members, Probationary, Continuing, or Term SLIs, Regular Term Faculty Members, Instructors, or Visiting Professors, shall be offered to individuals on the Sessional Roster by the following procedures:

(a) If a Sessional Instructor on the Sessional Roster of the academic unit has fulfilled the requirements for the Right of First Refusal (Article 14.25.4) for the course, the course shall be offered to the Sessional Instructor and does not need to be advertised. If there are two (2) or more such Sessional Instructors with the Right of First Refusal, the course shall be offered to the most qualified Sessional Instructor. If they are equally qualified and subject to UNBC equity provisions, the course shall be offered to the Sessional Member with the greatest Seniority (as defined in Article 14.25.5).

(b) If the course(s) remain unassigned, then:

i) The course(s) will be made available to Sessional Instructors on the Sessional Roster for a period of not less than two (2) weeks. All interested Sessional Instructors on the Sessional Roster may apply to the ASC to teach these courses. If the ASC finds the Sessional Instructors qualified they will be assigned these courses.

ii) If more than one (1) Sessional Instructor of the Sessional Roster of the academic unit is qualified for a course and meets the qualifications and teaching competence, the course will be offered pursuant to the following criteria: 1) first to

those Sessional Instructors who have taught the course in the past; 2) second to the senior qualified Sessional Instructor subject to UNBC equity provisions.

iii) If no qualified Sessional Instructors are found within the Sessional Roster to fill the position, then the position is advertised on the UNBC website, and may be distributed by the academic unit. In exceptional circumstances, the position(s) may be made available within the sessional roster and concurrently advertised. Where this occurs, qualified Sessional Instructors on the Sessional Roster shall be given priority. No offer of appointment shall be made before the application deadline.

(c) Should a course become open unexpectedly without sufficient time to advertise and there are no qualified Sessional Instructors on the Sessional Roster, the Chair may recommend an appointment to the Dean without posting the position.

14.25.4 **Right of First Refusal**

14.25.4.1 Right of First Refusal is earned for a particular course, taught at a specific site and via a specific mode.

14.25.4.2 Where a Sessional Instructor has taught a course at least three (3) times and where that Sessional Instructor has a demonstrated record of satisfactory teaching and remains qualified to teach the course, the Sessional Instructor shall be deemed to have Right of First Refusal for that course at a specific site and via a specific mode.

14.25.5 **Seniority**

14.25.5.1 Seniority will be taken to mean the number of SCH (or proportion thereof) taught by a Sessional Instructor for the academic unit.

14.25.5.2 In the event a Sessional Instructor has not taught a course within the previous twenty-four (24) months, the Sessional Instructor shall be removed from the Sessional Roster. Upon written notice to the Dean the Sessional Instructor shall receive an extension equivalent to documented maternity, parental and medical leave. The Sessional Instructor may also apply for an extension based on extenuating circumstances upon written application to the Dean, outlining the rationale and including appropriate documentation.

14.25.5.3 The Employer shall maintain a central, electronic site to which the Department Chair, shall post and maintain a seniority list recording the seniority of any Sessional Instructor on the Sessional Roster of their academic unit. The Sessional Roster will be updated by the Chair, at the conclusion of each teaching semester.

14.25.5.4 Upon placement on the Sessional Roster the Sessional Instructor shall remain on the Sessional Roster from year to year without the need for re-applying, provided that he or she does not ask to be removed from the Sessional Roster, and that other provisions within this Article for removal do not apply.

14.25.5.5 The Chair shall post the Academic Unit's Sessional Instructor seniority list annually.

14.25.6 **Assessment of Sessional Instructors**

14.25.6.1 Assessment of Sessional Instructors shall focus on teaching performance.

14.25.6.2 The Chair shall review teaching performance of Sessional Instructors including aggregated student survey(s), where available and relevant documented evidence, and shall raise any teaching performance concerns with the Dean.

- 14.25.6.3 Should the Dean deem a Sessional Instructor's teaching performance unsatisfactory, the Dean may remove a Sessional Instructor from the Sessional Roster(s) with reasons made known to the Sessional Instructor. For Sessional Instructors with Right of First Refusal, unsatisfactory performance will be defined as unsatisfactory evaluations by the Dean in any two or more courses over the previous 24 months.
- 14.25.6.4 Any complaints against a Sessional Instructor shall be properly investigated.

ARTICLE 15: APPOINTMENT OF LIBRARIAN MEMBERS

15.1 Appointment of Librarian Members

15.1.1 As the nature of their work and the qualifications required to carry it out are essentially academic, librarians are partners with faculty in the support and promotion of UNBC's educational goals.

15.1.2 The minimum academic qualifications for a Librarian's appointment shall be a graduate degree from an American Library Association (ALA) accredited school of library and/or information studies. The minimum academic qualifications for an Archivist's appointment shall be a graduate degree in Archival Studies or Informational Studies/Library Science with an emphasis on archival studies, or an equivalent combination of a relevant graduate degree and relevant professional experience in archives.

15.1.3 All appointments of Librarian Members are at one (1) of the following ranks: Librarian I, Librarian II, Librarian III, or Librarian IV.

15.1.4 Initial appointments may be made to any rank in Article 15.1.3 depending on the appointee's experience and level of achievement. Credit for years of service and credit for years in a rank at another university library, or equivalent experience elsewhere, may be recognized, and the agreed upon credit, if any, shall be stated in a letter of appointment.

15.1.5 Appointments of Librarian Members shall be one (1) of the following types: Probationary, Continuing, or Term.

15.2 Categories of Appointment

15.2.1 Probationary Appointment

A Probationary appointment shall be for a two (2) year term if the appointment is at the rank of Librarian I; otherwise it shall be for one (1) year. By exception, the Probationary appointment may be shorter for an appointment at the rank of Librarian III and/or Librarian IV. A Librarian Member holding a Probationary appointment shall be considered for a Continuing appointment in accordance with the provisions of Article 24.

15.2.2 Continuing Appointment

15.2.2.1 A Continuing appointment signifies the right of a Librarian Member to continuous and permanent employment, which may be terminated only through resignation, or retirement, or financial exigency under the provisions of this Agreement or by dismissal for just cause under the provisions of this Agreement.

15.2.2.2 A Librarian Member with appropriate academic qualification and professional experience may be granted a Continuing appointment without serving a Probationary appointment.

15.2.3 Term Appointment

15.2.3.1 A Term appointment carries no implication of renewal or continuation beyond the contractual term. A person holding such an appointment may apply for a Probationary or Continuing appointment if such a position is available.

15.2.3.1.1 For appointments made under Article 15.2.3.1, Librarian Members shall automatically be awarded an equivalent period of seniority for each full or partial year spent in Term appointments and be eligible for benefits.

15.2.3.1.1.1 Seniority for Term Librarians is defined as the number of years or fractions thereof worked as a Term Librarian in all Term appointments.

- 15.2.3.1.2 If, at the expiration of the period of a Term Librarian Member's appointment, it becomes necessary to offer a subsequent full time term appointment, for which the Librarian Member has all the appropriate expertise and competence and provided that the Member's performance is satisfactory no external candidate shall be appointed unless the Term Librarian Member has first been offered and has refused reappointment.
- 15.2.3.1.2.1 In order to meet the operational requirements of the University, all Librarian Members' letters of offer will include a statement that the Member must respond by a required date to the offer, or formally request and have approved by the Employer an extension to the timeline to respond to the offer; otherwise the Employer retains the right to withdraw the offer.
- 15.2.3.1.3 A Librarian Member who holds a full-time Term appointment may request a break in continuous employment while retaining the right of first refusal specified in Article 15.2.3.1.2. The Employer shall make every effort to accommodate such a request.
- 15.2.3.1.4 In a competition to fill a full-time Term Librarian position, if more than one (1) full-time Term Librarian candidate is qualified, the one (1) with the greatest seniority will be appointed.
- 15.2.3.1.5 If a Librarian Member has held a full-time Term appointment for at least one year and is reappointed, service shall be deemed continuous for purposes of determining the next CDI.
- 15.2.3.1.6 Full-time Term Librarian Members shall be given due consideration for any Probationary appointment that becomes available and for which they apply and are qualified. When other qualifications are essentially equal, a current Term Librarian Member shall be selected over a non-member.
- 15.2.3.1.7 If a Librarian Member who has held full-time term appointments within any four (4) of the past five (5) years and who has submitted a Professional Activity Report is thereafter reappointed, the Librarian Member shall continue to be appointed as a Term Librarian Member for a period of no less than a three (3)-year contract. Following the initial three (3)-year contract period, subsequent renewals will also be for no less than a three (3)-year contract.
- 15.2.3.1.8 Following the initial three (3)-year contract, subsequent renewals will also be for three (3) years. However, discontinuation of this appointment can be implemented with six (6) months' notice provided the Member has served eighteen (18) months from the date of initial appointment.
- 15.2.3.1.9 Discontinuation can be for:
- (a) conversion of the position to a Continuing position;
 - (b) performance below expectation (Article 14.23);
 - (c) organizational changes that eliminate the need for the position; or
 - (d) Library budgetary reasons.
- 15.2.3.2 When the Employer makes a Term appointment, the Provost shall inform the Association of the appointment within ten (10) days of making the appointment stating the reason. The reasons for making Term appointments are as follows:
- (a) to meet temporary needs created when a Librarian Member is on leave or temporarily transferred to another duty within the University;
 - (b) to appoint a Librarian who holds a Continuing appointment at another institution, and who is therefore designated as Visiting;
 - (c) to appoint a Librarian for a specific project of fixed duration;

- (d) for appointments based upon provisional funding or activities of a trial nature;
- (e) to fill a vacant position for which no fully suitable candidate has yet been identified; or
- (f) to offer a post-retirement contract.

15.2.3.3 Term appointments may be made for periods of up to twenty-four (24) months.

15.2.3.4 When a consecutive Term appointment is granted, where the duties are essentially the same, the Librarian Member shall not be assigned a rank lower than the rank of her/his previous appointment. Subject to Article 15.2.3.2, when a Librarian Member on Term appointment receives a new Term appointment for all or part of the next academic year, the Librarian Member shall receive adjustments in compensation pursuant to this Agreement.

15.2.3.5 If a Librarian Member who has held a Term appointment subsequently receives a Probationary appointment, periods of service in Term appointments which proceed without an interruption of longer than twelve (12) months, shall be deemed periods of probationary service toward a Continuing appointment, and periods of service for promotion in rank.

15.2.3.6 The Parties do not intend that multiple Term appointments should be used for the purpose of avoiding a Continuing appointment.

15.3 Librarian Member Shared Appointments

15.3.1 A Librarian Member shared appointment is an appointment shared by two (2) Librarian Members.

15.3.2 Where sound reasons exist for doing so a Librarian Member may request a Librarian Member shared appointment with another Librarian Member. The application shall be made to the University Librarian and the authority for granting a Librarian Member shared appointment rests with the Provost. A Librarian Member shall not receive a Librarian Member shared appointment without her/his consent in writing.

15.3.3 Before a Librarian Member agrees to a Librarian Member shared appointment, she/he shall meet with the Provost and the University Librarian, and shall reach agreement on how the Librarian Members' work is to be shared between the Librarian Members who share the appointment, and how the procedures used in assessing each Librarian Member for subsequent or Continuing appointment, CDI, and promotion are to be applied.

15.3.4 The terms and conditions of the Librarian Member shared appointment shall be in writing signed by the two (2) Librarian Members and the Provost. Within five (5) days of its signing the Provost shall send a copy of the agreement to the Association.

15.4 Librarian Members' Appointment Selection Committee (LASC)

The Librarian Members' Appointment Selection Committee (LASC) as constituted in Article 12 shall assess and recommend Librarian and Archivist applicants for Probationary, Continuing, and Term appointments.

15.5 Recommending Appointments

15.5.1 Librarian Member appointments shall be advertised through various professional organizations, including at least CAUT, the Canadian Library Association, and the British Columbia Library Association as far as publication and/or job board schedules and policies permit. Archivist appointments shall be advertised through various professional organizations, including at least CAUT, the Association of Canadian Archivists, and the Archives Association of BC as far as publication and/or job board schedules and policies permit. Appointments may be advertised,

“Subject to budgetary approval,” with the approval of the Provost. Where appointments must be made urgently for sound academic reasons or where a fully qualified Candidate is currently in the employ of the University, exceptions to this requirement may be recommended to the Provost by the LASC. This recommendation may be authorized on an exceptional basis by the Provost who shall immediately inform the Association in writing giving reasons for the exception.

- 15.5.2 Term appointments shall be advertised, except that, where a qualified candidate is currently in the employ of the University, or where appointments must be made urgently for sound academic reasons, the University Librarian may waive advertising, with the reasons communicated to the Provost and the Association.
- 15.5.3 Only the President may waive the requirement to advertise a Probationary or Continuing appointment and only in exceptional circumstances where to advertise would be clearly contrary to the interests of the University. In this event the reasons shall be communicated to the Association before the appointment is made by the Board of Governors.
- 15.5.4 Applications for Librarian Member appointments shall be submitted in accordance with the job posting. The LASC shall assess applications and draw up a short list and conduct interviews.
- 15.5.5 In assessing candidates, the LASC shall give consideration to the nature of the duties to be performed as advertised, to the character and quality of the degrees held, and other scholarly, creative or professional work of each candidate. The assessment shall be made objectively on sound academic and other relevant grounds including equity provisions (Article 11).
- 15.5.6 In the case where the University Librarian has not chaired the LASC, the chair of the LASC shall recommend to the University Librarian the name of a single candidate, or a rank-ordered short list approved by majority vote of the LASC together with her/his recommendation. In the case where the University Librarian has chaired the LASC, the University Librarian shall recommend directly to the Provost as per Article 15.5.7 the name of a single candidate, or a rank-ordered short list, approved by majority vote of the LASC together with her/his own recommendation.
- 15.5.7 Upon receipt of the recommendations made pursuant to Article 15.5.6, the University Librarian shall forward her/his own recommendation along with the recommendation of the LASC to the Provost who shall forward her/his own recommendation along with the recommendations of the LASC to the President who shall decide on the appointment and make the appropriate recommendation to the Board of Governors.

15.6 **Letter of Appointment**

- 15.6.1 The successful candidate shall receive a letter of appointment in duplicate from the President specifying the precise terms of appointment, including:
- (a) rank of appointment;
 - (b) nominal salary, and where applicable actual salary;
 - (c) amount and review date of market differential, if applicable;
 - (d) type of appointment, and if shared, the agreement reached with the University Librarian per Article 15.3.3;
 - (e) date on which the appointment commences;
 - (f) recognized years of service, if any, pursuant to Article 15.1.4;
 - (g) duration of probationary period, where applicable;

- (h) date at which renewal and/or Continuing appointment proceedings may commence, where applicable;
- (i) such other terms and conditions of the appointment as have been agreed upon by the appointee and the University provided they are not inconsistent with the terms of this Agreement;
- (j) a statement that the appointment is subject to the terms of the current Agreement which is renegotiated from time to time; and
- (k) a reference to the link to obtain an electronic copy of the Agreement.

15.6.2

A letter from the Association which invites the candidate to contact the Association prior to accepting the University's offer shall be included with the letter of appointment, and if the offer is acceptable to the appointee, the appointee shall sign and return one (1) copy of the letter to the Provost or designate.

ARTICLE 16: APPOINTMENT OF SENIOR LABORATORY INSTRUCTORS

- 16.1 All appointments of Senior Laboratory Instructor (SLI) Members are at one (1) of the following levels: Senior Laboratory Instructor I, II or III, and shall be of the following types: Term, Probationary or Continuing.
- 16.2 All appointments will be made in accordance with the provisions of Articles 2, 7 and 11.
- 16.3 **Categories of Appointments**
- 16.3.1 Initial appointments may be made to any level in Article 16.1 depending on the appointee's experience. Credit for years of relevant service or equivalent experience elsewhere will be recognized and, if any, shall be stated in a letter of appointment.
- 16.3.2 **Probationary Appointments**
- A Probationary appointment is normally the initial appointment for a SLI Member. It shall be for a period of two (2) years, except under exceptional circumstances.
- 16.3.3 **Continuing Appointments**
- A Continuing appointment signifies the right of a Member to continuous employment that may be terminated only through the mechanisms provided in Article 8.
- 16.3.4 **Term Appointments**
- 16.3.4.1 A Term appointment carries no implication of renewal or continuation beyond the contractually limited term. A person holding a Term appointment may apply for a Probationary or Continuing appointment if such a position is available.
- 16.3.4.2 For appointments made under Article 16.3.4.1, Term SLI Members shall automatically be awarded an equivalent period of seniority for each full or partial year spent in Term appointments and be eligible for benefits.
- 16.3.4.2.1 Seniority for SLIs is defined as the number of years or fractions thereof worked as a Term SLI in all Term appointments.
- 16.3.4.3 If, at the expiration of the period of a SLI Member's full-time Term appointment, a subsequent full-time Term appointment is offered for which the Term SLI Member has appropriate expertise and competence and provided that the Term SLI Member's performance is satisfactory, no external candidate shall be appointed unless the SLI Member has first been offered and has refused reappointment.
- 16.3.4.3.1 In order to meet the operational requirements of the University, all SLI Members' letters of offer will include a statement that the Member must respond by a required date to the offer, or formally request and have approved by the University an extension to the timeline to respond to the offer, otherwise the University retains the right to withdraw the offer.
- 16.3.4.4 A SLI Member who holds a full-time Term appointment may request a break in continuous employment while retaining the right of first refusal specified in Article 16.3.4.3. The Employer shall make every effort to accommodate such a request.
- 16.3.4.5 In a competition to fill a full-time Term SLI position, if more than one (1) full-time Term SLI candidate is qualified, the one (1) with the greatest seniority will be appointed.
- 16.3.4.6 If a SLI Member has held a full-time Term appointment for at least one year and is reappointed, service shall be deemed continuous for purposes of determining the next CDI.

- 16.3.4.7 Full-time Term SLI Members shall be given due consideration for any Probationary appointment that becomes available and for which they apply and are qualified. When other qualifications are essentially equal, a current Term SLI Member shall be selected over a non-member.
- 16.3.4.8 Should a full-time Term SLI Member be subsequently granted a Probationary or Continuing appointment with no more than twelve (12) months break in service, some, or all, of the years served in a full-time term appointment shall, at the discretion of the University, be considered equivalent to years served in a Probationary appointment for the purpose of Continuing consideration. This shall be stipulated in the letter of appointment.
- 16.3.4.9 When the Employer makes a Term appointment, the Provost shall inform the Association within fifteen (15) days of making the appointment the purposes for making such an appointment. It may be made only for the following purposes:
- (a) to meet temporary needs created when a SLI is on leave;
 - (b) to replace a SLI on long term disability;
 - (c) to fill a vacant continuing position while a competition is in progress or until a fully suitable Candidate is recruited;
 - (d) to fill a position necessitated by enrolment growth; it being understood that enrolment which has been maintained for six (6) or more years shall not be used as a justification for term contracts; or
 - (e) for appointments based upon provisional funding or activities of a trial nature.
- 16.3.4.10 Term appointments may be made for periods of up to twenty-four (24) months.
- 16.3.4.11 The total length of time spent in term appointments is limited by the constraints of Article 16.3.4.9(d) to be no more than a total of six (6) years. A sequence of appointment that exceeds this length of time shall result in the transformation of the position from Term to Continuing.
- 16.3.4.12 The duties of a SLI on a Term appointment are the same as the duties of a Member in a Probationary or Continuing appointment.
- 16.3.4.13 The Parties do not intend that multiple part-time Term appointments in a Program should be used for the purpose of avoiding a full-time Term appointment where such an appointment would be feasible and appropriate.
- 16.4 **Shared Appointment**
- 16.4.1 A shared appointment is an appointment shared by two (2) Members.
- 16.4.2 Where sound academic reasons exist for so doing, a Member may request a shared appointment with another Member. After consultation with the Program Chair(s) and/or Dean, as appropriate, the Member(s) shall submit the application for the appointment to the Provost who shall have the final authority for making the appointment. A Member shall not receive a shared appointment without her/his consent in writing.
- 16.4.3 Before a Member agrees to a shared appointment, he/she shall meet with the Provost, and shall reach agreement on how the Members' work is to be shared between the Members who share the appointment, and how the procedures used in assessing the Member shall be applied.
- 16.4.4 The terms and conditions of the shared appointment shall be in writing and signed by the two (2) Members and the Provost. Within five (5) days of its signing, the Provost shall send a copy of the agreement to the Association.

16.5 Appointment Selection Committee

The appropriate Program(s) Appointments Selection Committee (ASC) shall be as constituted in Article 12 with the proviso that at least one (1) SLI with a Continuing appointment be a member of such ASC. The ASC shall assess and recommend applicants, and determine a suitable candidate for a SLI position.

16.6 Recommending Appointments

16.6.1 The ASC shall recommend to the Dean the academic qualifications and the experience required for the position. Normally, the minimum academic qualification for a SLI position shall be a Master's degree in the specific or a closely related discipline from an accredited university.

16.6.2 After having considered the ASC's recommendation concerning the above, the Dean shall authorize a search for a person to fill the allocated position, and the Program Chair shall institute the search in accordance with the terms of this Agreement and University policies and procedures.

16.6.3 All positions shall be advertised in appropriate publications, except in the following circumstances:

(a) If, at the expiration of the period of a Member's Term appointment, it becomes necessary to offer a subsequent Term appointment in the Member's Program(s), for which the Member has all the appropriate expertise and competence and provided that the Member's performance is fully satisfactory according to the performance evaluation, no external candidate shall be appointed to the new term position unless the Member has first been offered and has refused reappointment; or

(b) where a fully qualified candidate is currently in the employ of the University, or where appointments must be made urgently for sound academic reasons, the Provost may waive advertising, with the reasons communicated to the Association.

16.6.4 Applications for positions which have been advertised shall be reviewed by an Appointment Selection Committee (ASC) which shall make a short list and conduct interviews, as well as consult with the Program where appropriate.

16.6.5 In assessing candidates, the ASC shall give consideration to the nature of the duties to be performed as advertised, to the character and quality of the degrees held, and to the record of and potential for teaching and other scholarly, creative, or professional work. The assessment shall be made objectively, on sound academic and other relevant grounds.

16.6.6 As part of the interview process each candidate's itinerary should include a meeting with a representative of the Association.

16.6.7 The Program Chair shall recommend to the Dean the name of a single candidate or a rank-ordered short list approved by a majority vote of the ASC (following consultation with the Program together with her/his own recommendation).

16.6.8 When a recommendation for a Limited Term appointment needs to be made for urgent reasons, and a sufficient number of Members is not available to constitute an ASC, the Chair, in consultation with the available Members, may make a recommendation to the Dean.

16.6.9 Upon receipt of the recommendation, made pursuant to Article 16.6.7, the Dean shall forward his/her own recommendation along with the recommendation of the ASC to the Provost who shall forward these recommendations and his/her own recommendation to the President, who shall decide on the appointment.

16.7 Letter of Appointment

- 16.7.1 The successful candidate shall receive a letter of appointment in duplicate from the President (or designate) specifying the terms of employment, including:
- (a) the College in which the appointment is made and the Program(s) with which the position is affiliated;
 - (b) level: all appointments of SLIs are at one of the following levels: SLI I, SLI II, SLI III;
 - (c) nominal salary, and where applicable actual salary;
 - (d) amount and review date of market differential, if applicable;
 - (e) type of appointment;
 - (f) date on which appointment commences;
 - (g) credited years of service pursuant to Article 16.3.1;
 - (h) duration of the probationary period;
 - (i) date at which renewal and/or Continuing appointment proceedings may commence, where applicable, pursuant to Article 16.3.2;
 - (j) duration of the appointment period; if applicable;
 - (k) detailed statement of job responsibilities ensuring these responsibilities conform to Article 35;
 - (l) such other terms and conditions of the appointment which have been agreed upon by the Candidate and the University provided they are not inconsistent with the terms of this Agreement; and
 - (m) a statement that the appointment is subject to the terms of this and future Agreements.
- 16.7.2 The initial salary will be negotiated using the following conditions: If the candidate holds the minimum level of education and experience required for the position, he/she will be placed at the start of the SLI I salary scale. Each year of relevant full-time experience can be used to negotiate a higher starting salary. Any additional part-time experience will be taken into consideration.
- 16.7.3 A copy of this Agreement and a letter from the Association which invites the candidate to contact the Association prior to accepting the University's offer shall be included with the letter of appointment. If the offer is acceptable to the candidate, the candidate shall sign and return one (1) copy of the letter to the Provost or designate.

ARTICLE 17: APPOINTMENT OF REGIONAL CHAIRS: ADDENDUM MEMORANDUM OF UNDERSTANDING:

For the duration of this agreement, the Parties agree that any current or future appointment as Regional Chair will be subject to the terms and conditions of this Memorandum of Understanding and the terms and conditions of the UNBC-FA Collective Agreement unless otherwise negotiated by the Parties.

- 17.1 A Regional Chair is an individual who will normally hold the rank of Associate Professor or Professor, will normally be Tenured, and will have a regular appointment within one (1) of the Colleges of the University, with an affiliation to an appropriate Program. The conditions of such appointment, with respect to the Program to which the Member is affiliated, will be stipulated as part of the terms of appointment as Regional Chair.
- 17.2 When a Regional Chair is to be selected, the Employer will decide whether only internal candidates will be considered, or whether both internal and external candidates will be solicited. A selection committee shall be struck to make a recommendation to the Provost. The Director of Regional Operations shall chair the selection committee consisting of the remaining Regional Chairs and other appointed Members.
- 17.3 When the University seeks to hire a Regional Chair who is not currently a Faculty Member, the CPTC of the relevant College shall recommend as to the appropriate rank of academic appointment, the appropriate academic unit or Program in which the appointment should be affiliated, and whether the appointment should be with tenure. The CPTC shall consider the recommendations of the appropriate ASC in its deliberations. The CPTC's recommendation shall be based in part on a report from the relevant Program Chair if it addresses the suitability of the candidate to the Program. If the Employer does not follow the recommendation of the CPTC, it shall provide reasons for not doing so to the CPTC and the Association.
- 17.4 The term of a Regional Chair shall be three (3) to five (5) years and shall be set by the Employer at the time of the appointment. A Regional Chair's term of office may be renewed indefinitely one (1) year prior to the natural expiry of the term and through a process of review by a recommendatory committee, chaired by the Director of Regional Operations and similar in structure to the selection committee. There is no limit to the number of terms that may be served. The recommendation shall be made to the Provost.
- 17.5 The annual supplementary administrative stipend of any Regional Chair will be commensurate with the stipend set out for Program Chairs.

ARTICLE 18: ACADEMIC APPOINTMENTS OF ACADEMIC ADMINISTRATORS

- 18.1 For the purposes of this Article, Academic Administrator means a person who holds regular academic (Faculty or Professional Librarian) rank, but whose terms and conditions of employment are not governed by this Agreement. These include all Deans, the University Librarian, Vice-Provost, Vice-Presidents, Provost, the President, and any other senior officer of the University for whom academic (Faculty or Librarian) rank would be appropriate by virtue of the individual's function and/or qualifications.
- 18.2 When the Employer seeks to hire an Academic Administrator who is not currently a Member, and who has not previously been awarded the anticipated rank and/or tenure at an accredited university:
- (a) The CPTC of the relevant College shall recommend the appropriate rank of academic appointment, the appropriate academic unit and the Program with which the appointment should be affiliated and whether the appointment should be with tenure.
 - (b) The CPTC may recommend that an appointment to an academic rank is not appropriate.
 - (c) The CPTC's recommendation shall be based in part on a report from the relevant Program Chair of the suitability of the Academic Administrator being affiliated with the Program.
 - (d) If the Employer does not follow the recommendation of the CPTC, it shall provide reasons for not doing so to the CPTC and the Association.
- 18.3 If the Employer wishes to accord academic rank to an existing University administrator, the procedures of Article 18.2 shall apply.
- 18.4 When a serving Academic Administrator seeks promotion in Faculty or Professional Librarian rank, Continuing appointment or Tenure, the criteria and the procedures set out in this Agreement shall be followed.

ARTICLE 19: RETIREMENT, RESIGNATION AND ALTERATION OF EMPLOYMENT

19.1 Traditional Retirement Date (TRD)

19.1.1 For the purposes of this Article, the Traditional Retirement Date (TRD) for Members whose sixty-fifth (65th) birthday occurs between July 1 and December 31 is the December 31 coincident with or following their sixty-fifth (65th) birthday. For a Member whose sixty-fifth (65th) birthday occurs between January 1 and June 30 the TRD is the June 30 coincident with or following their sixty-fifth (65th) birthday. The TRD is also referred to as the Normal Retirement Date (NRD).

19.1.2 Members who continue working at the University of Northern British Columbia beyond their TRD will continue to receive benefits and make pension plan contributions as outlined below. Regular salary will continue to be paid. Members who choose to work beyond the TRD are required to continue the full scope of their normal duties and are subject to the evaluation procedures as stipulated in Article 21.

19.2 Benefits and Pension Contributions

19.2.1 Insurance

Optional additional life insurance, voluntary Accidental Death & Dismemberment (AD&D) and Long Term Disability coverage (LTD) shall terminate on the TRD. Basic Life and AD&D will continue (under the terms available to other Members) to be in effect from the TRD to the Member's actual retirement date, however, a fifty percent (50%) reduction in these benefits will apply from age seventy (70) onward and benefits are terminated at age seventy-five (75).

19.2.2 Extended Health Benefits

Members electing to work beyond the TRD will continue to have access to the University's Employee Assistance Program. MSP premiums and Dental and Extended Health Benefits (EHB), including Vision Care, shall continue (under the terms available to other Members) to be in effect from the TRD to the Member's actual retirement date. However, out-of-Canada coverage will be removed and an annual maximum of ten thousand dollars (\$10,000) will apply to the utilization of EHB from the TRD onward.

19.2.3 Pension Contributions

19.2.3.1 Unless required by law to commence receiving a pension prior to the Member's actual retirement date (i.e., currently December 31 of the year in which the Member attains age seventy-one (71) as defined by Canada Revenue Agency) the Member who postponed retirement beyond his or her TRD will continue to make pension contributions.

19.2.3.2 The University recognizes the value of retirement counseling for all Members considering retirement and agrees to work with the Association to establish a retirement counseling program. (Note that Human Resources currently has available a pre-retirement package and Sun Life offers advice to Members as part of their services to the University).

19.3 Post-retirement Activities

19.3.1 Retired Faculty Members with ongoing research programs are eligible to supervise undergraduate and graduate students' research, in accordance with UNBC policies.

19.3.2 When the academic interests of retired Faculty Members coincide with the interests of UNBC Programs, retired Faculty Members may be invited to teach courses. Such teaching will be remunerated at one and one-half (1.5) times the overload stipend rate negotiated with the Association.

- 19.3.3 As Members approach their stated date of retirement they may submit an indication of what teaching, research or service activities, if any, they would like to continue after retirement. The purpose of collecting this information would be to ensure that the appropriate Programs and Colleges have an inventory of the services available from its retirees and that all retirees have an opportunity to advise the University of their continuing interests.
- 19.3.4 Post-retirement medical/dental benefits available in each year of the Agreement will be limited to five thousand dollars (\$5000). This fund will be distributed amongst retired Members based on submission of actual medical service payments each year. Any excess at year end will be transferred to the Medical Service Travel Fund (Article 50.5.3.2(j)).
- 19.4 Phased Retirement Program
- 19.4.1 The University will make a phased retirement program ("Program") available to Members who satisfy the following conditions.
- The Member must:
- i. hold a full-time appointment. Full-time for the purposes of the Program is defined as those with greater than 75% appointment;
 - ii. have completed at least 10 years of service in a full-time appointment with the University on the date on which he/she notifies the University of his/her intention to participate in a Program;
 - iii. be eligible to begin receiving a pension payment under the UNBC pension plan ("Plan") on the date on which his/her Program starts; and
 - iv. remain eligible to make contributions to the Plan on the date on which his/her Program ends.
- 19.4.2 A Member who wishes to participate in a Program must notify the University in writing of his/her intention to do so at least one year before the date on which his/her Program will start. Such notice of intention will be irrevocable, but with sufficient notice the phased retirement period may be shortened.
- 19.4.3 A Member's Program must start on January 1 or July 1 and have a duration of one (1), two (2), or three (3) years.
- 19.4.3.1 Full-time Members on staff before January 2015 are able to access this Phased Retirement Program without a minimum of ten (10) years of service.
- 19.4.4 Entering into the phased retirement program will set an irrevocable retirement date, but may be shortened with sufficient notice. Members in the phased retirement program (the Participant) will be expected to continue the full range of their normal pre-phased retirement program responsibilities as negotiated with the Chair of the Member's Program or supervisor. The workload plan must be approved by the Dean and the Provost. In order to maintain benefits, the appointment in any year must be at least fifty-one percent (51%) of a full-time appointment.
- 19.4.5 The Participant's salary during the one (1)-, two (2)- or three (3)-year phased retirement period will be pro-rated on the basis of the reduced workload appointment in each year.
- 19.4.6 The Participant will also be eligible to receive a retirement supplement. The amount accumulated annually toward the retirement supplement is equal to the lesser of:
- (a) the reduced workload increment times the salary prior to commencement of the phased retirement; or

- (b) the net salary savings. Net salary savings is the difference between the amount of salary and benefits saved by the University and the amount required to replace the reduced teaching workload at the per-course-rate.

19.4.7 There are two (2) options for payment of the retirement supplement:

- (a) payable at the end of the phased retirement period as a retiring allowance as defined by Canada Revenue Agency (CRA); or
- (b) payable as taxable income in equal installments at the end of each year of phased retirement.

19.4.8 The election of the form of payment has to be made at the time notice of intention to enter the phased retirement program is given.

19.4.9 In the event that a Participant dies prior to receiving his or her full entitlement under this section, the balance of the retirement supplement shall be paid to the Participant's estate.

19.4.10 Within sixty (60) days of the Participant's declaration to opt for the phased retirement program the Participant and the Chair (or University Librarian in the case of Librarians or supervisor in the case of Senior Laboratory Instructors) shall agree upon a pro-rated workload schedule for the phased retirement program chosen, in accordance with the percentages agreed upon and a copy of the phased retirement program and workload schedule shall be provided by the Chair to the Dean (or Provost in the case of Librarians and SLIs). This plan need not necessarily reduce workload equally in each of the three (3) areas. If the Member and Dean reach an agreement on the workload schedule within the initial sixty (60) day period, the Dean shall forward a copy of the workload schedule and phased retirement plan to the Provost within the sixty (60) day period.

19.4.11 Planning for phased retirement shall take into account the usage of any sabbatical entitlement and the required time served after sabbatical. No sabbatical credit will accrue during the phased retirement period.

19.4.12 If the Participant and the Chair (or University Librarian or Supervisor) are unable to reach agreement on a workload schedule within the timelines provided in Article 19.4.10, the Dean of the appropriate College (or the Provost in the case of Librarians and SLIs) shall be notified of this by the Chair within sixty (60) days of the initial declaration to opt for the phased retirement. Within a further five (5) days, the Dean shall schedule a meeting to discuss the workload schedule with the Participant, Chair and a designated representative of the Association. Within ninety (90) days of the Participant's initial declaration to opt for the phased retirement, the parties shall meet as directed by the Dean (or Provost in the case of the Librarians and SLIs) in an effort to reach an agreement.

19.4.13 If agreement has been reached on the workload schedule by the Parties and Dean, the Dean shall forward a copy of the phased retirement program and workload schedule to the Provost within the one-hundred ten (110) days of the Participant's initial declaration to opt for the phased retirement program. If no agreement has been reached by the Parties and the Dean on a workload schedule within the one-hundred ten (110) day period, that declaration shall be considered void and the Member will continue under the terms and conditions of employment that pertained prior to the declaration.

19.4.14 After receipt of the phased retirement plan and workload schedule from the Dean, the Provost shall have ten (10) days to review and approve the plan and notify the Parties of his/her decision. Final approval of the plan rests with the Provost. Approval of the plan will not be unreasonably denied.

19.5 **Benefits during Phased Retirement Program**

19.5.1 The Participant's contributions to the pension plan will be based on his or her actual salary received in each year of the phased retirement. The Participant may assign a portion of their lump sum

retirement supplement to their pension plan subject to CRA limits. The Employer will not provide matching funds.

- 19.5.2 Group benefit coverage will continue as though the Participant continued to be employed on a full-time appointment throughout the phased retirement program except as set out in this Article, with respect to life insurance, sick pay and Long Term Disability. Life insurance coverage (including Optional Life Insurance, if applicable, prior to TRD) shall be based upon;
- (a) the Participant's pre-program salary multiplied by the cumulative appointment and then divided by one (1), two (2) or three (3), or;
 - (b) the Participant's nominal salary in which case, the Member will pay the cost of additional premiums. The additional premiums will be paid in a lump sum from the Participant's retirement supplement.

- 19.5.3 Long Term Disability benefits will be payable only up to the Participant's irrevocable retirement date, or, if earlier, the TRD, with such premiums and benefits being calculated based on the Participant's nominal salary. A Participant who is eligible and qualifies for Long Term Disability Benefits during the phased retirement program may opt out of the program and retire instead of receiving Long Term Disability Benefits. Participants who are not eligible for Long Term Disability benefits but who meet the criteria for Long Term Disability during the phased retirement program may opt out of the program and retire.

19.6 Resignation

- 19.6.1 It is important in the interests of academic planning for the University to have adequate notice of a Member's resignation. Members shall provide at least one (1) semester's notice of their resignation.
- 19.6.2 Members who work beyond the TRD shall provide at least one (1) semester's notice of their intent to retire.
- 19.6.3 Notice of resignation shall be made in writing to the President with copies to the Provost and the Dean or University Librarian. Resignations shall take effect and employment with the University shall terminate on a date agreed to in writing by the President and the Member.
- 19.6.4 Members who retire shall have access to applicable research grants administered through the Office of the Vice-President Research, the University Library, University computing facilities, athletic facilities and parking facilities on the same basis as Members.
- 19.6.5 Retired Members under contract shall be offered all of the resources under Article 27.3 where possible.

19.7 Post-retirement medical/dental benefits

19.7.1 Preamble:

The Parties have agreed to create a fund (herein called the "Fund") for retired Members of the Association to help offset the cost of post-retirement medical/dental benefits.

19.7.2 Eligibility:

Subject to the available period/yearly amounts, the maximum benefit per retired Member is one thousand dollars (\$1,000) per year pro-rated based on date of retirement. Retired Member refers to Members of the Association who have retired from their employment with the University and are not receiving UNBC benefits.

19.7.3 **Coverage:**

19.7.3.1 Eligible post-retirement medical/dental benefits include:

- payments to a dentist, registered massage therapist, chiropractor or other registered medical professional;
- payments for artificial limbs, wheelchairs, crutches, hearing aids and other personal listening devices that aid in hearing, dentures, pacemakers and other prescribed medical supplies/equipment;
- payments for prescription eyeglasses or contact lenses;
- payments for prescription drugs; and
- premiums paid under the provincial MSP program or other health related plans.

19.7.3.2 Medical/dental benefits eligible for reimbursement from other sources shall not be considered as eligible for reimbursement under the terms of this Memorandum.

19.7.4 **Fund Value:**

19.7.5 There is twenty thousand dollars (\$20,000) available in each year of the Agreement (July 1 – June 30) for the Fund.

19.7.6 Funds remaining at the end of each period/year will be designated as surplus and retained within the Fund. On a period/annual basis the Parties shall review the total surplus amount and may either retain the surplus, or a portion thereof, in the Fund, or transfer the surplus, or a portion thereof, to the Medical Service Travel Fund referred to in Article 50.5.3.2(j) and any Memorandums of Understanding relating to Article 50.5.3.2(j).

19.7.7 **Claims:**

- Cheque Requisition Forms are available in the Finance Department.
- Claims are to be submitted directly to the Human Resources Department by the first Friday in January after New Years Day for each period/year.
- A committee consisting of one (1) University representative and one (1) Association representative shall review all claims to determine eligibility. Where the total value of claims exceeds the available Fund amount, eligible claims will be pro-rated. Decisions of the committee are final and both members of the committee will sign off on the claims.
- As these reimbursements are considered a taxable benefit by the Canada Revenue Agency, the University will withhold taxes and report the amounts on a T4A in the applicable year.

19.7.8 **Clearance Upon Termination**

Upon termination of employment, a Member's final salary payment shall be made on the last day on the month concerned or as soon thereafter as all financial and material obligations of the Member to the University are fulfilled. Such obligations include: submission of students' final marks; return of keys, library books, audio/visual and other equipment; reimbursement for goods and services; submission of travel claim reports and the reimbursement of outstanding travel balances; and, fulfilment of all contractual obligations to the University pursuant to this Agreement and/or any other contract which exists between the Member and the University.

Appendix 19A: Post-Retirement Benefit Plan

- 19.A.1 The parties agree to establish a joint working group on post-retirement benefits. The purpose of this working group will be to make recommendations to the Joint Consultation Committee on optional post-retirement benefit plans for Retired Members. This may include, but is not limited to, converting the existing Post-Retirement Medical/Dental Fund into a cost-sharing plan. In the event of such a conversion, the University's contribution to post-retirement benefits shall not be less than the amount currently paid into the Fund. The joint working group will report within six (6) months of its appointment.
- 19.A.2 The joint working group shall consist of two (2) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) chair of the joint working group jointly appointed by the other four (4) members.

SECTION D

EVALUATION, PROMOTION AND TENURE

ARTICLE 20: PERSONNEL FILES

- 20.1 There shall be one (1) official personnel file (OPF) for each Member:
- (a) For Faculty, Librarian, SLI and Regular Fixed Term Teaching Members, the OPF shall be kept in the Office of the Provost.
 - (b) For Instructor, Sessional, and Post-Retirement Fixed Term Teaching Members, the OPF shall be kept in the Office of the responsible Dean.
- 20.2 The OPF shall be the only file used in decisions respecting any and all terms and conditions of employment of a Member except as otherwise provided in this Agreement.
- 20.3 The documents constituting the OPF shall be the paper originals or, in the event the original document is received in photocopy, facsimile or electronic form, an accurate and exact paper copy of the original document.
- 20.4 Exact copies of some or all of the material contained in the OPF may also be kept in the files of the responsible Program Chair or Supervisor, the responsible Dean, the University Librarian, the President and the Human Resources Department. The OPF and copies thereof shall be clearly marked as confidential. All the restrictions specified in this Article which apply to the OPF apply equally to all copies of the files.
- 20.5 Persons who have access to the Member's OPF without requiring express written permission from the Member or express direction by this Agreement shall include:
- (a) For Faculty, Librarian, SLI and Regular Fixed Term Teaching Members: the Member, the Provost, Administrative Human Resources staff in the Office of the Provost, and the President.
 - (b) For Instructor, Sessional, and Post-Retirement Fixed Term Teaching Members: the Member, the responsible Dean, Administrative Staff in the Office of the Deans, the Provost, and the President.
- 20.6 In addition to those noted in E.1.5, the OPF shall contain a list of all other persons granted access to the file by the Member.
- 20.7 The OPF of each Member shall contain only material pertaining to the employment of the Member. The material in the OPF may include, but shall not be limited to, the Member's curriculum vitae, university transcripts, letters of application, letters of reference, salary and work history, performance evaluations and rebuttals, disciplinary material, decisions and recommendations about promotion, continuing appointment or tenure, letters for personnel decisions involving the Member, and copies of material reflecting the Member's professional development and achievement. Examples of scholarly work or attachments to Professional Activity Reports, with the exception of teaching evaluations and the Chair's letter of evaluation, shall be returned to the Member after each review process, and will not be kept in the OPF.
- 20.8 If an allegation has been made against a Member and found not to be of merit, then there should be no record of the allegation kept in the OPF. If there is an allegation made and the Member is found to have violated a section of the Agreement but no formal disciplinary action is taken on the part of the University, a summary statement and any recommendations for improving practice or performance will be included in the OPF. A Member may respond to the summary statement and that response will be included in the OPF. If there is an allegation that has been found to violate the Agreement and disciplinary action has been taken by the University under Article 45B, then the documents pertaining to that claim will be included in the OPF.

- 20.9 True copies of all letters of reference shall be placed upon receipt in the OPF of the Member without letterhead and signature block(s), as specified in Article 23.
- 20.10 All performance evaluations of a Member shall be in writing and signed by the Member and Program Chair as confirmation that they were read, included in the OPF, and be made available on receipt to the Member except as provided in Article 20.20. A Member may issue a rebuttal letter to the performance evaluation letter, a copy of which shall be placed in the Member's OPF.
- 20.11 The Member shall have the right to include in her/his OPF her/his written comments on the accuracy, relevance, meaning or completeness of any of the contents of her/his OPF. These comments may include supplementary documents considered relevant by the Member and must be submitted by the Member directly to the Office of the Provost to be included in her/his OPF.
- 20.12 Members shall be informed in writing of any additions to their OPF that they have not been copied on, or are additions required in this Agreement.
- 20.13 No material shall be deleted from an OPF without the express written permission or written request of the Member and on approval granted from the Provost or as required by this agreement.
- 20.14 No anonymous material except as required by this agreement shall be kept in the OPF.
- 20.15 Student teaching evaluations shall be made available to any decision-maker, hearing committee or appeal body solely in the form of aggregated statistical analysis provided the evaluation instruments have been approved by the Association as per Article 21. Statistical information gathered pursuant to Article 21 shall not be considered anonymous material when interpreting this Article.
- 20.16 The Dean shall provide the anonymous original evaluation documents whether in paper or electronic form, to the Member affected normally within twenty-five (25) days after the end of each exam period. A Member or the Association may require access to the anonymous original evaluation documents with identification markers removed for the purposes of reviewing the accuracy of the calculations.
- 20.17 Members shall have the right on written request to the Provost to have removed from their OPF any material which is false.
- 20.18 Members shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of their OPF. The examination will be carried out in the presence of a person designated by the Provost. Members shall be required to provide identification before access to the OPF is granted. Members shall not alter the OPF or remove the OPF or any of its contents from the OPF.
- 20.19 A Member shall have the right, on written request to the Provost, to obtain a copy of any document in the OPF. Normally such copying shall be free of charge and may require twenty-four (24) hours notice.
- 20.20 None of the contents of the OPF shall be released or made available to any person without the express written consent of the Member concerned, except when release is required:
- (a) for official University administrative purposes;
 - (b) for grievance and arbitration purposes;
 - (c) by this Agreement; or
 - (d) by law.

- 20.21 Access to any of the contents of an OPF for Article 20.20(a) above shall be accompanied by a formal statement from the Office of the Provost to the person granted access to the OPF informing those concerned of the confidential restrictions on the use of the files. Access to the contents of an OPF for Article 20.20(d) above shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Provost or someone designated by her/him in writing. The Provost shall notify the Member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by law.

ARTICLE 21: PROFESSIONAL ACTIVITY REPORTS

21A.1 Frequency of Reporting

21A.1.1 Tenured Faculty Members, Continuing SLIs, and Continuing Librarian Members shall submit Professional Activity Reports (PARs) every two (2) years. Tenure-track Faculty Members, Full-time Term Members, Probationary SLIs and Probationary Librarian Members will submit PARs annually.

21A.1.2 Tenured Faculty Members, Continuing Senior Lab Instructor Members, and Continuing Librarian Members will report in odd years. All Tenure-track Faculty, Full-time Term and Probationary Members will report every year.

21A.2 Reporting Dates and Processes

21A.2.1 The reporting date for PARs to be submitted to the immediate supervisor is the second Friday in February of the year of review.

21A.2.2 The period of review for Tenured and Continuing Members is the previous two (2) calendar years, covering activities from the end of the last period of review or from the date of appointment, whichever is later. The period of review for Tenure-track, Term, and Probationary Members is the previous one (1) calendar year, covering activities from the end of the last period of review or from the date of appointment, whichever is later. The reporting requirements for time spent on leave are outlined in Article 21A.3.

21A.2.3 For the purposes of reporting per Article 21A, the immediate supervisor means:

- (a) for Regular Term appointments and Full-time Term Instructor appointments, the Program Chair;
- (b) for Faculty Members other than Program Chairs and Regional Chairs, the Program Chair;
- (c) for Senior Laboratory Instructors affiliated with a Program, the Program Chair;
- (d) for Senior Laboratory Instructors not affiliated with a Program, their immediate supervisor;
- (e) for Regional Chairs, the Dean of Regional Operations;
- (f) for Program Chairs, the responsible Dean; and
- (g) for Librarian Members, the University Librarian.

21A.2.4 It is the Member's responsibility to submit Professional Activity Reports.

21A.3 Requirements to Report While on Leave

21A.3.1 Members on Maternity Leave (Article 57), Parental Leave (Article 57), Compassionate and Bereavement Leave (Article 59), Court Leave (Article 60), Sick Leave (Article 61) or Leave of Absence (Article 62) are not required to submit PARs during their leave, nor are they required to report on their activities during the leave.

21A.3.2 Members on sabbatical leave, study leave, or Academic or Professional Leave may be given an alternative reporting deadline by prior approval of the Dean or University Librarian or Dean of Regional Programs. However, the dates must be consistent with the requirements and timelines for conducting the review process.

21A.3.3 Faculty Members who have been on sabbatical leave shall include in their PARs a copy of the sabbatical leave report submitted as per 54.17.

21A.3.4 Librarian Members and SLIs who have been on Academic or Professional Leave shall include in their PARs a summary of activities and outcomes during the leave for that reporting period.

21A.4 **Members Excluded from filing PARs**

21A.4.1 Members hired to teach under Article 14.2(b) (Visiting Term Appointments) and Article 14.2(d) (Part-time Instructors) are not required to file PARs.

21A.5 **Relation to Promotion and Tenure Deliberations**

21A.5.1 The PAR of the Member will form part of the record that is evaluated by any and all committees that are involved in decisions concerning the granting of Tenure, the granting of Continuing appointment, or Promotion of the Member.

21A.5.2 A standardized curriculum vitae as illustrated in Appendix 21A shall be used in Promotion, granting of Continuing appointment, and Tenure deliberations.

21A.6 **PARs of Faculty Members and Regular Term Members**

21A.6.1 PARs of Faculty Members and Regular Term Members shall include:

- (a) a summary statement of accomplishments during the review period;
- (b) a record of teaching activities and accomplishments including (but not limited to):
 - courses taught and number of students in each course;
 - graduate students supervised and in progress;
 - membership on graduate supervisory committees;
 - number of undergraduate students advised;
 - results of teaching evaluations by students (as per Article 21B.1.2 (b)) and those that have been requested by the Dean or Program Chair as per Article 21B.1.3 and any Peer Reviews completed under the provisions of this Agreement, if the Member chooses to submit them;
 - participation in teaching workshops, training sessions or seminars;
 - evidence of new course preparation and course revision, including innovative approaches to teaching;
 - number of courses delivered by distance and means utilized for delivery;
 - any other information the Member considers relevant.
- (c) a statement of teaching objectives for the next review period;
- (d) a record of academic and scholarly activities and accomplishments during the review period including (but not limited to):
 - books published (peer reviewed);
 - articles published (peer reviewed);

- books and articles published (non-peer reviewed);
 - reports, monographs and other publications;
 - conference papers and posters presented;
 - performances or other scholarly activities;
 - research and/or other scholarly work in progress;
 - scholarly journals edited;
 - grants, contracts, or other awards requested and received, pending and rejected (including name of agency or individual, title, amount requested or awarded and date awarded or rejected). State for research awards whether principal or co-investigator;
 - graduate work or continuing education in progress;
 - any other information the Member considers relevant.
- (e) a statement of research or scholarly objectives for the coming year;
- (f) a record of service to UNBC, the profession, and the general public during the review period including (but not limited to):
- awards and honours received;
 - committee and other service within UNBC;
 - service to the scholarly profession;
 - discipline-related service to the community or region;
 - continuing education activities;
 - cooperative education activities;
 - any other information the Member considers relevant.
- (g) a statement of service objectives for the coming review period; and
- (h) a description of the nature and scope of all non-trivial outside professional activity (see Article 38.2).
- (i) for Tenure-track Members, a statement of objectives supporting career progress.
- 21A.6.2 Faculty Members and Regular Term Members report on time spent on leave as per Article 21A.3.
- 21A.6.3 The information listed under Article 21A.6.1(a)–21A.6.1(h) can be presented using the standardized curriculum vitae (per Appendix 21A) and a cover letter. The content and format of the curriculum vitae or the format of the PAR may be modified from time to time, with the approval of the Association and the University.
- 21A.7 **PARs of Full-Time Term Instructors**
- 21A.7.1 The PARs of Full-time Term Instructors shall include the following items:

- (a) a summary statement of accomplishments;
- (b) a record of teaching activities and accomplishments including (but not limited to):
 - courses taught and number of students in each course;
 - number of undergraduate students advised;
 - results of teaching evaluations by students and those that have been requested by the Dean or Program Chair and any Peer Reviews completed under the provisions of this Agreement, if the Member chooses to submit them;
 - participation in teaching workshops, training sessions or seminars;
 - evidence of new course preparation and course revision, including innovative approaches to teaching;
 - number of courses distance delivered and means utilized for delivery; and
- (c) any other information the Member considers relevant.

21A.7.2 Term Instructors report on time spent on leave as per Article 21A.3.

21A.8 **PARs of Senior Laboratory Instructors**

21A.8.1 The PARs of SLIs shall cover the period of review and shall include the following:

- (a) a summary statement of accomplishments;
- (b) a record of:
 - (i) core professional function(s);
 - (ii) relevant scholarly activities and/or continuing professional development; and
 - (iii) academic, professional, University and/or the community service related to the work of the SLI;
- (c) a statement of objectives for the coming review period; and
- (d) any additional information the SLI may wish to include.

21A.8.2 SLIs report on time spent on leave as per Article 21A.3.

21A.9 **PARs of Librarian Members**

21A.9.1 The PAR shall cover the period of review and shall include the following:

- (a) summary statement of accomplishments;
- (b) in accordance with Article 31:
 - (i) comment on the performance of professional practice;
 - (ii) a record of service to the University community, the professional community, and where appropriate the community at large; and,

(iii) a statement of accomplishments related to relevant research, scholarly activities, or innovative practice.

(c) a statement of objectives for the coming review period; and

(d) any additional information the Librarian Member may wish to include.

21A.9.2 Librarian Members report on time spent on leave as outlined in Article 21A.3.

21A.10 **PARs of Regional Chairs**

21A.10.1 In addition to the requirements for Faculty Members, the PARs of Regional Chairs shall cover the following items:

- course and/or degree planning initiatives;
- course and/or degree delivery initiatives;
- student recruitment strategies;
- community involvement;
- teaching and/or research initiatives;
- other administrative accomplishments (professional development, partnerships, etc.); and
- description of the nature and scope of all non-trivial outside professional activity; and/or
- any additional information the Regional Chair may wish to include.

21A.10.2 Regional Chairs report on time spent on leave as per Article 21A.3.

21A.11 **PARs of Program Chairs**

21A.11.1 In addition to the requirements for Faculty Members, the PARs of Program Chairs shall include the following information:

- (a) a record of accomplishments and activities related to the management and administration of the academic program, including (but not limited to):
- day-to-day administration of the Program including budgeting, facilitating collegial relations, mentoring faculty, student issues, timetabling;
 - Program activities;
 - Program policies initiated and implemented;
 - appointment recommendations;
 - curriculum reviews;
 - Program reviews;
 - relationships with professional or regulatory bodies or organizations that relate to the mandate of the Program; and

- a statement of objectives with respect to future Program activities and initiatives.
- (b) any other information the Program Chair may wish to include.
- 21A.11.2 Program Chairs report on time spent on leave as outlined in Article 21A.3.
- 21A.12 **Review of Reports**
- 21A.12.1 The purposes of reviews of reports are to provide:
- (a) a review of performance that allows recognition of a Member's achievements and identifies areas for development in the Member's Professional, Teaching, Research, and/or Service activities, as appropriate to the Member's Academic Responsibilities and Workload;
 - (b) formative support and mentoring; and
 - (c) provide a basis for the Dean's deciding, under 21C.1, to recommend a CDI for satisfactory performance or to initiate a performance evaluation of a member.
- 21A.12.2 **Review of the PAR**
- The PAR review shall be based solely on the duties and responsibilities that have been assigned to the Member.
- 21A.12.2.1 On receipt and after review of the Member's report, the immediate supervisor of each Member, as defined in Article 21A.2.3, is responsible for providing written, formative feedback on the Member's report that will include:
- (a) comment on progression to tenure and promotion for Faculty or to Continuing appointments for SLIs or Librarian Members, where applicable, including comment on the Member's objectives for the coming review period where appropriate; and
 - (b) comments and suggestions to assist the Member in her/his assigned duties leading to successful career progression, including comment on the Member's objectives for the coming review period where appropriate.
- 21A.12.3 The final version of the Member's report and supervisor's formative feedback letter will be sent to the Member and a copy signed by both the immediate supervisor and the Member will be placed in the Member's OPF.
- 21A.12.4 The signature of the Member is required and indicates that the Member has read the supervisor's formative feedback. The Member may submit a rebuttal memorandum to his/her supervisor if the Member disagrees with the formative feedback provided by the immediate supervisor. The rebuttal memorandum will be placed in the Member's OPF.
- 21A.13 **Timelines and Procedures for Faculty, Full-time Term Instructors', and Senior Laboratory Instructors' Meetings with the Immediate Supervisor**
- 21A.13.1 For Regular Term appointments (Article 14.2(a)) and Full-time Term Instructor appointments (Article 14.2(c)), Faculty Members other than Program Chairs and Regional Chairs, and SLIs affiliated with a Program, the following procedures shall apply.
- 21A.13.2 By March 15, the immediate supervisor shall issue a draft formative feedback letter to the Member.
- 21A.13.3 The immediate supervisor shall meet with each Member in his/her academic unit to discuss the feedback in the areas outlined in Articles 29, 34, or 35 as appropriate.

- 21A.13.4 Following the meeting, the draft formative feedback letter will be modified where appropriate to reflect the discussions between the immediate supervisor and the Member. This final version will be sent no later than April 30 to the Member and shall be signed by both the immediate supervisor and the Member. A signed copy will be sent to the Dean and may be used as the basis for the Dean's deciding, under 21C.1, to recommend a CDI for satisfactory performance or to initiate a performance evaluation.
- 21A.14 **Timelines and Procedures for Librarian Members' Meetings with the University Librarian**
- 21A.14.1 For all Librarian Members the following procedure shall apply.
- 21A.14.2 By March 15 of a review year, the University Librarian shall issue to the Librarian Member a draft formative feedback letter.
- 21A.14.3 The University Librarian shall meet with the Librarian Member to discuss performance in the areas of outlined in Article 31.
- 21A.14.4 Following the meeting between the University Librarian and the Librarian Member, the draft formative feedback will be modified where appropriate to reflect the discussions between the University Librarian and the Librarian Member. This final version will be sent no later than April 30 to the Librarian Member. The letter will be signed by both the University Librarian and the Librarian Member and may be used as the basis for the University Librarian's deciding, under 21C.1, to recommend a CDI for satisfactory performance or to initiate a performance evaluation.
- 21A.15 **Timelines and Procedures for Program Chairs' Meetings with the Dean**
- 21A.15.1 By April 15, the Dean will provide the Chair with a draft formative feedback letter based on the Chair's PAR and Chair's assigned duties and responsibilities.
- 21A.15.2 By April 30, the Dean will meet with the Program Chair to discuss the feedback.
- 21A.15.3 Following the meeting, the Member's Report and Dean's formative feedback letter will be sent back to the Program Chair with a copy to the OPF. This final version will be sent no later than April 30 to the Program Chair. The letter will be signed by both the Dean and the Program Chair and may be used as the basis for the Dean's deciding, under 21C.1, to recommend a CDI for satisfactory performance or to initiate a performance evaluation. The Member may submit a rebuttal memorandum to his/her supervisor if the Member disagrees with the formative feedback. The rebuttal memorandum will be placed in the Chair's OPF.

ARTICLE 21B: COMPONENTS OF EVALUATION FOR FACULTY MEMBERS AND REGULAR TERM MEMBERS

21B.1 Teaching Evaluations of Faculty Members and Regular Term Members

There is a distinction between course surveys initiated and conducted by the Member, and student surveys of teaching initiated by the Employer that are used to evaluate the Member's performance and teaching effectiveness.

21B.1.1 Course Surveys Initiated by the Member

In order to improve course design or teaching effectiveness, a Member may conduct a written survey of his/her teaching performance in his/her classes provided that the students consent to participate in the survey, and provided that the procedures of the survey protect student confidentiality.

21B.1.2 Student Surveys of Teaching Initiated by the Employer

- (a) Questionnaires administered to assess a Faculty Member's teaching performance shall be in accordance with the requirements below, those of Senate, and with other provisions of this Agreement;
- (b) Student surveys intended for the Employer's assessment of Members shall be supervised by individual Colleges. All original questionnaires shall be sealed and retained by the Dean and shall be available to the Member. Aggregated numerical data from student questionnaires shall be placed in the Member's OPF;
- (c) Student surveys of teaching shall be obtained through the questionnaire administered by the Employer in such a way as to afford all the students in a given course or class a reasonable chance to respond. Such questionnaires shall be constructed so as to obtain a fair and reasonable assessment of teaching effectiveness, within the limitations of current knowledge, and shall seek an assessment of all and only:
 - (i) clarity of course objectives and extent to which they are met;
 - (ii) understanding of and competence in imparting course material;
 - (iii) course organization;
 - (iv) use and value of written or other out-of-class material;
 - (v) objectivity and promptness in grading, commenting on and returning assignments;
 - (vi) availability and cooperativeness of the Member; and
 - (vii) effectiveness in supporting student learning
- (d) All questions shall conform to the requirements of Article 2 (Academic Freedom) and Article 7 (Non-Discrimination);
- (e) All questions on a student questionnaire that provide numeric data shall be constructed so that the answers may be aggregated by simple statistical procedures;
- (f) Up to twenty (20) minutes of scheduled class time, in the last two (2) weeks of a course, or of a Member's involvement in a course where such involvement is less than a full term or academic year shall be used for filling out questionnaires. Questionnaires may be completed electronically, online, subject to the provisions of Article 21B.1.5. The

scheduling of the survey shall be by the mutual agreement of the Member and the Dean. Questionnaires shall be administered by the Dean or his/her designate(s). The Member shall not be present while questionnaires are being filled out in his/her classes. No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, they shall be placed in a sealed envelope, which shall not be opened until final grades for the course have been submitted to the Registrar; and

- (g) Student responses to the Employer's questionnaire shall be aggregated by the Dean or his/her designate in such a way as to present a fair and accurate picture of the opinions of the respondents. All responses to each question that provides numeric data shall be aggregated, and the mean, frequency distribution and number of eligible respondents shall be calculated. A copy of these aggregated data shall be sent to the Member, Chair and Dean. Junior Faculty Members are encouraged to submit the written student responses to her/his Chair or Dean. The written student responses or reference to responses shall be used for constructive assistance only. The student written responses will not form part of the Member's OPF in any manner.

21B.1.3 **Teaching Evaluation by Peers**

- (a) Evaluation of teaching by one's peers is designed to provide constructive assistance to Members with respect to teaching techniques;
- (b) Peer review should be conducted if requested by any of: the Member, the Program Chair, or the Dean. The review may be carried out by the Program Chair or by a senior Faculty Member selected by the Program Chair with the consent of the Member. Program Chairs should be peer evaluated by their Deans. Such a review may, but does not necessarily include:
 - (i) review of teaching materials and course outlines;
 - (ii) interviews with students or with the Member;
 - (iii) review of student performance or student work; and
 - (iv) classroom visits.
- (c) The peer reviewer will meet with the Member to discuss constructively the results of the peer evaluation. In addition, a written report of the evaluation will be provided to the Member, to which the Member may respond in writing; and
- (d) All documentation related to a peer review requested by the Dean or Program Chair will form part of the Member's OPF. Peer reviews conducted at the request of the Member may be placed in the OPF at the option of the Member.

21B.1.4 **Complaints**

21B.1.4.1 Complaints about a Member's teaching may be taken into consideration only when they have been properly investigated as per Article 45A and found to be valid.

21B.1.5 **Online Surveys**

21B.1.5.1 Online surveys of teaching shall only occur when the following conditions are met:

- (a) All students registered in a class are emailed their instructions. Students are directed to a secure website where they must use their UNBC email password to log in. Only students registered in the class are allowed to log in. They can complete the questionnaire within a

set time and then not able to log in again. The website remains open to students in the class for a predetermined time as agreed between the Member and the Dean;

- (b) All students are informed that their identity will not be revealed;
- (c) Where instruction occurs in regularly scheduled instructional time (face-to-face or distance delivery) in designated classroom spaces the Member may specify that student questionnaires be conducted using regular (paper-based) versions of the questionnaire, supervised as per Article 21B.1.2(f) or that they be conducted in a computer laboratory within regularly scheduled instructional time supervised as per Article 21B.1.2(f);
- (d) A Member, Chair, or Dean may request that the Member's immediate supervisor review online teaching questionnaires, in cases where concerns are expressed about irregularities in the submission of online questionnaires. Such concerns could include, but are not limited to, fraudulent submission of teaching questionnaires or collusion between students in the submission of comments. The supervisor may disallow the inclusion of questionnaire data following such a review, where he/she agrees that a reasonable concern exists regarding the submission of questionnaires; and
- (e) The online questionnaire shall be the same as the regular questionnaire as per Article 21B.1.2.

21B.2 Evaluation of Scholarly Activity and Productivity of Faculty Members and Regular Term Members

21B.2.1 Programs shall define expectations regarding scholarly activity. In addition, there may be College-wide and/or University-wide expectations agreed to by the College Council and/or Senate, respectively. Such expectations could include, but are not limited to number and quality of publications (peer reviewed and non-peer reviewed) typical in that discipline, number and type of scholarly performances or other activities, research grants or contracts applied for and received, performance of supervised graduate students, invited talks to professional or peer groups, poster presentations, and other methods of scholarly dissemination.

21B.2.2 The purpose of Article 21B.2.1 is primarily educational, that is, to educate faculty and committee members across disciplines as to the range of activities that constitute scholarly activity within specific disciplines. Program and college expectations of scholarly activity shall be given due consideration by all recommendatory and decision-making bodies in the Tenure and Promotion process. The Scholarly Expectations Document may also clarify aspects of disciplinary cultures and practices (which may include, but are not limited to the role of co-authorship and single authorship, the significance of the order in which co-authors are listed, and the role of reviews, editorial work, and artistic creations) that facilitate a fair assessment of a Faculty Member's scholarly activity.

21B.2.3 Article 21B.2.1 should not be read as overriding Academic Freedom (Article 2) which guarantees a Member's right to choose freely areas of research. Article 21B.2.1 does not replace or circumvent the provisions for Tenure and Promotion named in Articles 22.2.1, 22.13.1.1(d)(ii), 22.13.2.2(b), or 22.13.4.1(c).

21B.2.4 Programs shall review and revise as required their scholarly expectations documents at least once every three (3) years. These revisions will be subject to the approval of the appropriate College Evaluation Committee (CEC).

21B.3 Evaluation of Service

21B.3.1 For all Members who are required, according to their duties and responsibilities, to contribute to the academic functioning of UNBC, participation in Program, College and University deliberative bodies will be evaluated. In addition, service to the broader academic community and involvement in the

links between UNBC, the profession and the public will be evaluated. Service to the Faculty Association is specifically included in this Article (see Article 29.10).

ARTICLE 21C: PERFORMANCE EVALUATIONS OF MEMBERS

21C.1 Satisfactory Performance

21C.1.1 As per Article 21A.13.4, on receipt of the Member's PAR, Supervisor's formative review, and rebuttal memorandum, the Dean will review the materials and make written recommendation, with justification, on whether the Member's performance is satisfactory. By May 15, the Dean will send a copy of the written recommendation to the Member and Member's Supervisor.

21C.1.2 Where the recommendation of the Dean is that the Member's performance is satisfactory, the Dean will forward the Member's PAR, rebuttal memorandum, Supervisor's formative review and Dean's memorandum of evaluation to the Office of the Provost by May 15. The Member will subsequently be awarded CDI as per Article 21C.2.1.

21C.2 Career Development Increment

21C.2.1 A Career Development Increment (CDI) shall be awarded annually on July 1 provided the Member's performance was deemed satisfactory as per Article 21C.3. The actual amount of the CDI shall be according to the tables in Appendices 48B, 48C and 48D. For the duration of this Agreement, a CDI unit shall be as given in Article 48.1.7.

21C.3 Initiating a Performance Evaluation of A Member

21C.3.1 If, upon review of the PAR and Chair's formative feedback, a Dean or the University Librarian has a concern regarding the performance of a Member, the Dean or the University Librarian may initiate a formal performance evaluation of that Member. In these circumstances, the Dean or the University Librarian will initiate the performance evaluation by:

- (i) providing the Member and the Member's immediate supervisor a Memorandum detailing the Dean's or University Librarian's reasons for initiating the formal evaluation; and
- (ii) referring the Member's PAR and the memorandum in 21C.3.1(i) to the appropriate CEC, SLIRC, or LRC.

21C.4 Conducting a Performance Evaluation of a Member

21C.4.1 Evaluation Committees

21C.4.1.1 The CEC shall be chaired by the Dean of the other College and shall comprise all Program Chairs from the College. The chairing Dean shall not vote except to break a tie. A Program Chair shall not vote on a motion regarding a Member to whom the Program Chair has provided formative feedback.

21C.4.1.2 The SLIRC will be chaired on a two (2) year rotational basis by the Deans. The SLIRC membership will consist of all Program Chairs and Supervisors who supervisor SLIs. Neither the Program Chair nor Supervisor initially reviewing the Member nor the Dean will vote. The SLIRC will determine its own procedures for voting.

21C.4.1.3 The LRC shall be chaired by a Dean or equivalent. The LRC membership will consist of two (2) Program chairs elected by each College, and the University Librarian. The University Librarian initially reviewing the Member will not vote. The LRC will determine its own procedures for voting.

21C.4.1.4 The CEC, SLIRC, or LRC will provide written recommendation to the Provost on whether the Member's performance is satisfactory or unsatisfactory. The Chair of the CEC, SLIRC, or LRC will also send a copy of the committee's recommendation to the Member and to the Member's immediate supervisor.

- 21C.4.1.5 The evaluation shall be based solely on the duties and responsibilities that have been assigned to the Member. The Member shall have the right to present additional material she/he deems relevant and to meet with the CEC/SLIRC/LRC.
- 21C.5 Where the CEC, SLIRC, or LRC determines that the Member's performance is satisfactory, the Chair of the committee will inform the Provost that the member is deemed eligible for the awarding of CDI.
- 21C.6 Where the CEC, SLIRC, or LRC determines that the Member's overall performance is unsatisfactory, the CEC/SLIRC/LRC shall provide enough detail in its written recommendation that the Member could reasonably know which aspects of performance need improvement.
- 21C.6.1 If the Provost accepts the recommendation, then a CDI shall be withheld. If so, the Provost shall:
- (i) provide the Provost's report to the Dean/University Librarian; and
 - (ii) provide to the Member the Provost's reasons for accepting the CEC/SLIRC/LRC recommendation.
- 21C.6.2 In a case where the performance is deemed to be unsatisfactory, the Member shall have his/her CDI withheld.
- 21C.6.3 If, at the end of the next review cycle, the Member's Dean recommends a CDI, the Member may apply to the CEC/SLIRC/LRC for an additional CDI to compensate for the CDI that was withheld. If the CEC/SLIRC/LRC decides that the Member's achievements for the current review period have addressed the concerns that led to the unsatisfactory performance, the CEC/SLIRC/LRC may recommend to the Provost that a full additional CDI be awarded. The Provost shall make the final determination and shall advise the Member and Dean accordingly.
- 21C.6.4 Faculty Members whose performance has been deemed unsatisfactory shall seek to improve their performance.
- 21C.6.5 The Supervisor shall make reasonable efforts to provide assistance to the Member in improving performance.
- 21C.6.6 A Member whose performance has been deemed unsatisfactory shall submit a written performance update in February of the following year.
- 21C.6.7 The performance update is intended to inform the Chair and Dean, or University Librarian, of the Member's progress to improve performance.
- 21C.6.8 By March 31 following the submission of the performance update, the Member shall meet with both the Chair and Dean, or University Librarian, to discuss the performance update and to receive mentoring or advice for continued progress.
- 21C.6.9 Written memoranda reflecting the discussion at the meetings in 21C.2.8.2 shall be provided to the Member by the Chair and Dean or University Librarian. Each memorandum shall be signed by both its writer and the Member.
- 21C.6.10 If a Member's performance is found unsatisfactory in two of the last three biennial reviews, the Provost shall review all written materials relating to the last three reviews.
- 21C.6.11 The Member may meet with the Provost and submit additional material that the Member deems relevant.
- 21C.6.12 Should the Provost decide that further action is warranted, she/he may recommend to continue remediation or to proceed to discipline according to Article 45.

APPENDIX 21A:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA
Curriculum Vitae for Faculty Members

Date:

Initials:

1. SURNAME: FIRST NAME:
MIDDLE NAME(S):
2. PROGRAM/LIBRARY/DEPARTMENT:
3. COLLEGE:
4. PRESENT RANK: SINCE:
5. **POST-SECONDARY EDUCATION** (list most recent first)

University or Institution	Degree	Subject Area	Dates

Title of Dissertation and Name of Supervisor

Special Professional Qualifications

6. **EMPLOYMENT RECORD** (list most recent first)

(a) *Prior to coming to UNBC*

University, Company or Organization	Rank or Title	Dates

(b) *At UNBC*

Rank or Title	Dates

(c) *Date of granting of tenure at UNBC:*

7. **LEAVES OF ABSENCE** (list most recent first)

University, Company or Organization at which Leave was taken	Type of Leave	Dates

8. **TEACHING** (list most recent activity first)

(a) *Areas of special interest and accomplishments*

(b) *Courses Taught at UNBC*

Session	Course Number	Scheduled Hours	Class Size	Hours Taught			
				Lectures	Tutorials	Labs	Other

(c) *Graduate Students Supervised and/or Co-Supervised*

Student Name	Program Type	Year		Principal Supervisor	Co-Supervisor(CS) Or Committee Member (CM)
		Start	Finish		

(d) *Continuing Education Activities*

(e) *Visiting Lecturer (indicate university/organization and dates)*

(f) *Other*

9. **SCHOLARLY AND PROFESSIONAL ACTIVITIES** (list most recent first)

(a) *Areas of special interest and accomplishments*

(b) *Research or equivalent grants (indicate under COMP whether grants were obtained competitively (C) or non-competitively (NC)).*

Granting Agency	Title	COMP	\$ Per Year	Year	Principal Investigator	Co-Investigator(s)

(c) *Research or equivalent contracts (indicate under COMP whether grants were obtained competitively (C) or non-competitively (NC)).*

Granting Agency	Title	COMP	\$ Per Year	Year	Principal Investigator	Co-Investigator(s)

(d) *Invited Presentations*

(e) *Other Presentations*

(f) *Other*

(g) *Conference Participation (Organizer, Keynote Speaker, etc.)*

10. **SERVICE TO THE UNIVERSITY** (list most recent activities first)

(a) *Memberships on committees, including offices held and dates*

(b) *Other service, including dates*

11. **SERVICE TO THE COMMUNITY** (list most recent activities first)

(a) *Memberships on scholarly societies, including offices held and dates*

(b) *Memberships on other societies, including offices held and dates*

(c) *Memberships on scholarly committees, including offices held and dates*

(d) *Memberships on other committees, including offices held and dates*

(e) *Editorships (list journal and dates)*

(f) *Reviewer (journal, agency, etc. including dates)*

(g) *External examiner (indicate universities and dates)*

(h) *Consultant (indicate organization and dates)*

(i) *Other service to the community*

12. **AWARDS AND DISTINCTIONS** (list most recent first)

(a) *Awards for Teaching (indicate name of award, awarding organizations, date)*

(b) *Awards for Scholarship (indicate name of award, awarding organizations, date)*

(c) *Awards for Service (indicate name of award, awarding organizations, date)*

(d) *Other Awards*

13. **OTHER RELEVANT INFORMATION** (Maximum One Page)

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA
Publications Record

SURNAME:

**FIRST NAME:
MIDDLE NAME(S):**

**Initials:
Date:**

1. **REFEREED PUBLICATIONS** (list most recent first)

(a) *Journals*

(b) *Conference Proceedings*

(c) *Book Chapters*

(d) *Other*

2. **NON-REFEREED PUBLICATIONS** (list most recent first)

(a) *Journals*

(b) *Conference Proceedings*

(c) *Other*

3. **BOOKS** (list most recent first)

(a) *Authored*

(b) *Edited*

(c) *Chapters*

4. **PATENTS** (list most recent first)

5. **SPECIAL COPYRIGHTS** (list most recent first)

6. **ARTISTIC WORKS, PERFORMANCES, DESIGNS** (list most recent first)

7. **OTHER WORKS** (list most recent first)

8. **WORK SUBMITTED** (including publisher and date of submission (list most recent first))

9. **WORK IN PROGRESS** (including degree of completion)

ARTICLE 22: RENEWAL, TENURE AND PROMOTION OF FACULTY

22.1 Renewal

- 22.1.1 A Tenure-track appointment in any rank is an appointment for three (3) years, which will be renewed once for a further three (3) years if the renewal criteria are met, which renewal entitles a Faculty Member at the rank of Assistant Professor or above to be considered for tenure at the times governed by Articles 22.3.5, 22.3.8, and 22.3.10.
- 22.1.2 The purpose of a Tenure-track appointment is to provide a period of probation and appraisal prior to consideration for tenure. Professional Activity Reports, as outlined in Article 21, and the renewal process will provide Faculty Members with feedback concerning their development and performance in the areas of teaching, research and service.
- 22.1.3 The criteria for renewal after the initial appointment are: satisfactory teaching and scholarly activity, satisfactory contribution to the life of the academic unit and, for Faculty Member's appointed at or above the rank of Assistant Professor, completion of the doctorate or equivalent, if, by exception, such was pending at the time of initial appointment. Extension of a Tenure-track appointment beyond a sixth (6th) year is governed by Articles 22.3.10 and 22.1.4.
- 22.1.4 Initial Tenure-track appointments for members without the doctorate or terminal degree will be as a Lecturer for a term of three (3) years. Upon completion of the doctorate or terminal degree, the appointment converts to that of an Assistant Professor. If there is no evidence that the terminal degree will be completed within six (6) months of the end of the initial contract, the member will be given notice that the contract will not be renewed. At the request of the Member, Chair and Dean, the Provost may grant a further extension of up to one (1) year. The Provost's decision is final.
- 22.1.5 In the third (3rd) year of a Tenure-track appointment, the Program Chair of the Faculty Member shall provide a written recommendation to the Dean, with a copy to the Faculty Member and the Association, on whether the Faculty Member has met the criteria for renewal as specified above. The Chair's recommendation should be discussed with the Member prior to submission to the Dean. The Faculty Member shall then be afforded an opportunity to comment to the Dean on the recommendation of the Program Chair in written form. The Dean shall then make a decision, based on the criteria, either to renew or not to renew the appointment. The Dean shall convey this decision in writing with reasons based on an assessment of the strengths and areas for improvement of a Faculty Member's record of performance to the Faculty Member and a copy to the Association no less than six (6) months prior to the end of the first three (3)-year appointment. A copy of this report will be placed in the Member's OPF. The Dean's decision is grievable.

22.2 Definition of Tenure

- 22.2.1 Tenure signifies the right of a Faculty Member to a permanent appointment which may be terminated only through:
- (a) resignation;
 - (b) retirement;
 - (c) reasons of Program redundancy or financial exigency as provided for under Articles 9 and 10;
 - (d) dismissal for just cause as provided by Article 45; or
 - (e) performance below expectation as per Article 21C.1.

22.3 Progression to Tenure

- 22.3.1 A Faculty Member holding a Tenure-track appointment must be considered for tenure not later than the fifth (5th) year of her/his Tenure-track appointment, with the exception of Faculty Members whose appointments fall within the provisions of Articles 22.3.8 and 22.3.10. Faculty Members who have not yet commenced the fifth (5th) year of their Tenure-track appointment on Tuesday after Labour Day, may delay their application for tenure to the following year upon written request to their Program Chair by June 15, who shall inform the Dean. The Dean will forward a copy of the request to the Faculty Member's Official Personnel File.
- 22.3.2 A Member in the fifth (5th) year of his/her Tenure-track appointment who is required to apply for tenure, but has not successfully completed the requirements for his/her respective terminal degree by the Tuesday after Labour Day of the academic year during which the consideration will take place, shall not proceed to the tenure review process until his/her sixth (6th) year in the Tenure-track appointment. The decision on the tenure application in the sixth (6th) year will be either to grant tenure or not grant tenure; there will be no extension to the Tenure-track appointment.
- 22.3.3 When a Faculty Member has been considered for tenure, she/he must be notified of the UPTC's recommendation to the President by December 15, and notified of the President's recommendation on or before January 15 of the academic year in which she/he was considered.
- 22.3.4 An appointment with tenure may be a Faculty Member's initial appointment. In such cases, the ASC of the appropriate Program will make a recommendation to the Dean who in turn will make a recommendation to the Provost. The President's recommendation to the Board of Governors shall be based on this information.
- 22.3.5 A Faculty Member's application for tenure will not be considered unless she/he has received a Tenure-track appointment, except as provided in Article 22.3.4. The normal time for tenure consideration is in the fifth (5th) year of a Tenure-track appointment, but a Faculty Member is entitled to apply for tenure once at any time before the fifth (5th) year if the Faculty Member believes that the criteria in Article 22.13.1 have been met.
- 22.3.6 The Parties agree that each year between March 30 and June 1 the Joint Committee will hold an open seminar to confirm the process, deadlines, and the rights and responsibilities in the process.
- 22.3.7 The Joint Committee will meet with CPTC and UPTC to discuss the process and criteria for promotion and tenure each year prior to the commencement of evaluating the applications.
- 22.3.8 Any Faculty Member whose tenure will be considered in a given year shall submit all necessary documentation to the Faculty Member's Dean no later than the Tuesday after Labour Day of the academic year during which the consideration will take place. It shall be the Member's responsibility to make sure that all information submitted for review as part of the dossier of materials is complete. Pertinent new material received after the Tuesday after Labour Day, such as a 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., can be submitted to the CPTC or UPTC.
- 22.3.9 Any recommending entity shall base its recommendation exclusively upon the information and documentation provided for in Articles 22.3.5, 22.6.3.1, 22.6.3.3, 22.6.3.4, 22.6.3.5, 22.6.3.6 and 22.6.3.7.
- 22.3.10 A Faculty Member may make application to the Dean for extension of a Tenure-track appointment, by either one (1) or two (2) years, where the Faculty Member has been granted leave for reasons of medical or family responsibilities or ASL. The extension of a Tenure-track appointment shall be granted upon receipt of such an application.
- 22.3.11 For any Faculty Member who has made application for early consideration for tenure, the recommendation shall be:

- (a) to grant tenure, or
- (b) to defer the decision to the sixth (6th) year of a Tenure-track appointment, at which time the only possible outcomes are to grant tenure or to refuse tenure.

22.3.12 For any Faculty Member who has not made an application for early consideration for tenure, and consequently for whom tenure is considered in the Faculty Member's fifth (5th) year of a Tenure-track appointment, the recommendation shall be:

- (a) to grant tenure, or
- (b) to deny tenure, in which case the Faculty Member may not be considered again, but shall be entitled to fulfill the remainder of the Tenure-track appointment, or
- (c) to defer the decision to the sixth (6th) year of a Tenure-track appointment, at which time the only possible outcomes are to grant tenure or to refuse tenure.

22.3.13 Tenure, when granted by the Board of Governors, shall become effective on the July 1 following the decision.

22.4 **Progression to Promotion**

With the exception of Article 22.13.2.2, application for promotion is initiated by the individual Faculty Member who shall submit the application to the Dean of the Faculty Member's College.

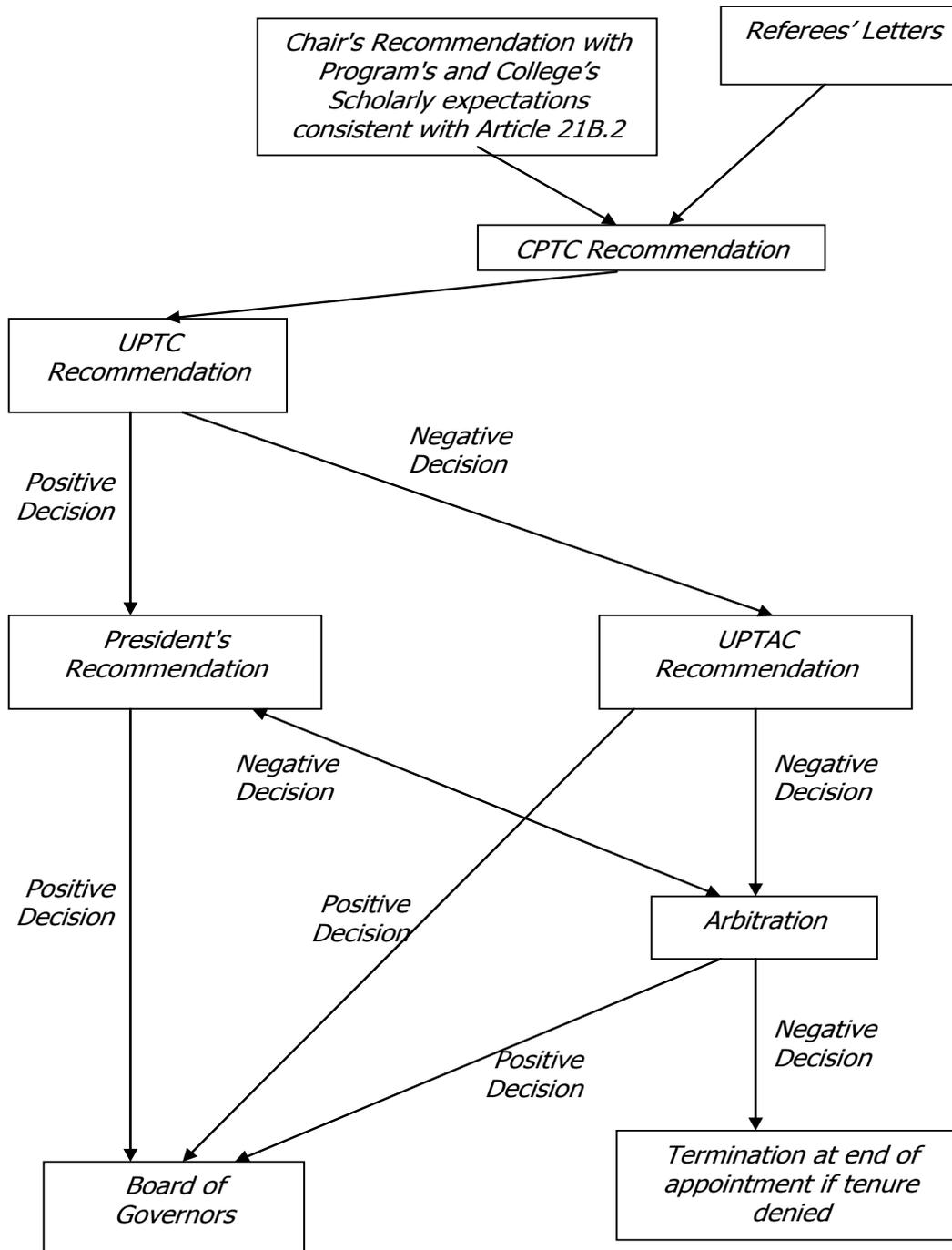
22.5 **Tenure and/or Promotion Application and Assessment Deadlines**

With the exception of alternative dates established by the mutual consent of the Faculty Member and the University, the final dates for application and for each step of the assessment process for promotion and tenure, including the final recommendations of each assessment level pursuant to the preceding clauses of this Article, shall be as set out in Table 1 below.

Table 1. Tenure and/or Promotion Application and Assessment Deadlines

a) (i) Member submits Letter of intent to Dean for promotion and/or early tenure and annotated list of nine external referees; (ii) Member submits names to the Dean of two rotating members	June 15
b) CPTC meet to select external referees	July 15
c) Deadline for the Dean to receive complete application from the Member	Tuesday after Labour Day
d) Deadline for the Program Chair to receive complete application materials from the Dean	Monday after Labour Day
e) Deadline for notification to the Member of the recommendations of the CPTC and Program Chair	October 31
f) Deadline for UPTC to receive the recommendations of the Program Chair and CPTC and supporting documentation	November 15
g) Deadline for notification to the Member of the recommendation of UPTC (positive and negative recommendation)	December 15
h) Deadline for the President to receive the recommendation of the UPTC (positive recommendation)	December 15
i) Deadline for the Member to receive report from the President (positive recommendation)	January 15
j) Deadline for the Member to submit written notification of Appeal to UPTAC (negative UPTC recommendation)	January 31

Figure 1. **Route for Promotion and/or Tenure Recommendations and Decision following a Faculty Member's application:**



22.6 **College Promotion and Tenure Committee (CPTC)**

22.6.1 The College Promotion and Tenure Committee (CPTC) shall make recommendations to the University Promotion and Tenure Committee (UPTC) on tenure, promotion, and any other such matters as may be referred to it by this Agreement.

22.6.2 **Membership of CPTC**

22.6.2.1 The CPTC shall consist of nine (9) members as follows:

- (a) the Dean, who shall chair the committee and vote;
- (b) five (5) Tenured Faculty Members elected by the College, by secret ballot, at least two (2) of whom shall be Associate and at least two (2) of whom shall be Full Professors, and one (1) of whom shall be from the other College; all of whom shall serve a term of two (2) years. Elections will be held prior to the end of the Winter Term and candidates will provide a brief biography;
- (c) two (2) rotating Faculty Members, who if tenured shall be voting members, appointed by the Chair of the Faculty Member's Program in consultation with the Faculty Member. These members shall be chosen from the Faculty Member's discipline(s) and will provide relevant expert advice on issues related to the discipline(s). The rotating members are intended to be impartial adjudicators, not advocates for the Faculty Member. If no Faculty Members are available to act as rotating members of the CPTC, rotating members may be appointed who hold appointments as Professor Emeritus or as Adjunct Faculty or who are affiliated with other academic institutions. The rotating members shall be voting members of the CPTC if they hold tenure with another institution; and
- (d) one (1) Tenured Faculty Member appointed by the Faculty Association.
- (e) should a member of CPTC be unable to continue with her/his appointment to CPTC, the Party first making the appointment shall have the right to appoint a replacement for the application(s) in question. Replacements will only be allowed prior to fifteen (15) working days before the CPTC convenes to consider the complete file of the applicant, as described in Article 22.6.3.7. Should this replacement occur as a function of a Conflict of Interest or an Apprehension of Bias as described in Article 5 the replacement will only consider the application(s) in question.

22.6.2.2 The CPTC shall elect a Faculty Member from the non rotating members to assist the Chair as spokesperson of the CPTC in meeting with the UPTAC.

22.6.2.3 A Faculty Member's Program Chair cannot be a member of CPTC for that Faculty Member.

22.6.3 **Procedures for the College Promotion and Tenure Committee (CPTC)**

22.6.3.1 An application for promotion and/or early tenure shall be made in writing by the Faculty Member, and shall be sent to the responsible Dean on or before the date specified in Article 22.5. The application shall be accompanied by:

- (a) an up to date standardized curriculum vitae (per Article 21A.5.2);
- (b) Professional Activity Reports and Program Chair's evaluations for the past five (5) years;
- (c) copies of a maximum of eight (8) significant examples of scholarly work;
- (d) a cover letter indicating that the Member has reviewed the OPF and which summarizes the Member's teaching, scholarly and service contributions to the Program, the College, and

the UNBC community, and where demonstrated, to the discipline, profession and to the community at large. This summary should be based on the criteria for promotion and tenure;

- (e) approved University, College, or Program documents related to the expectations about scholarship, including those contained in Article 21B.2;
- (f) other such documentation from the OPF or other sources as the Member considers as evidence of fulfillment of the criteria shall be submitted as an appendix and the appendix shall only be used by University committees; and
- (g) any documentation that exists regarding a modification of the normal distribution of workload between teaching, scholarship, and service.

22.6.3.2 The names of nine (9) potential referees, as per Article 23 and Table 1 of this Article, shall be submitted by the Faculty Member to the Dean by June 15 with the initial notice of application for promotion and/or tenure.

22.6.3.3 This will constitute the full record as submitted by the Faculty Member for all stages of the process including appeal unless otherwise specified as per Articles 22.6.3.7, 22.7.3.4 and 22.11.3. The Faculty Member shall provide sufficient information for any recommending entity to make an evaluation and recommendation with respect to the criteria. Pertinent material can be submitted to the CPTC in accordance with Article 22.3.8. The responsibility for the completeness of the materials submitted from the OPF or other sources is the Member's.

22.6.3.4 Within five (5) days of receiving an application, the Dean shall forward the application and supporting documentation provided by the Faculty Member, (or in the case of automatic consideration for tenure, as of the Tuesday after Labour Day of the current academic year) to the Chair of the Program, or the Appointed Chair as referenced in Article 22.6.3.6. The OPF will be made available to the Chair for review. Normally, consideration of the merits of the application may proceed as long as a minimum of two (2) letters are available.

22.6.3.4.1 In the case of Northern Medical Program Faculty, and in keeping with the Affiliation Agreement between UBC and UNBC, within five (5) days of receiving an application the Dean shall forward the application as described above to the Senior Associate Dean of Medical Education at UBC.

22.6.3.5 Within five (5) days of the receipt of material under Article 22.6.3.4 the Chair of the Program with which the Faculty Member is affiliated shall write a letter of recommendation for the Faculty Member and forward it to the Chair of the CPTC with a copy to the Faculty Member. The Program Chair will evaluate the Faculty Member's record with reference to the criteria which the Program and College have developed in accordance with Article 21 and the materials provided to the Chair of the CPTC, and shall attach to his/her recommendation a copy of those criteria.

22.6.3.5.1 In the case of Northern Medical Program Faculty, within twenty (20) days of the receipt of material under Article 22.6.3.4.1 the Senior Associate Dean of Medical Education at UBC shall write a letter of recommendation for the Faculty Member and forward it to the Chair of CPTC with a copy to the Faculty Member. The application will be evaluated on the basis of the contribution of the Faculty Member to the undergraduate program of the UBC Faculty of Medicine.

22.6.3.6 The CPTC shall give due consideration to the recommendations of Program Chairs, except that when the Faculty Member is a Program Chair or when the Program Chair is in a conflict of interest, the CPTC shall proceed without a recommendation from the Program Chair. In this event, the Dean in consultation with the College Program Chairs shall appoint another Program Chair. The Faculty Member under consideration for promotion and/or tenure shall provide the names of three (3) UNBC Faculty Members whom the Member believes are most knowledgeable about the Member's field. Within five (5) days of receipt of the material under Article 22.6.3.4, the appointed Chair will consult with these Members and submit to the Dean a written assessment of the

candidate based on the criteria in this Agreement. As an alternative, Program Chairs may choose to proceed using a recommendation from the responsible Dean. In this event, the Dean shall not be a member of the CPTC that considers the application of the Chair.

22.6.3.7 The Faculty Member shall be invited to appear before the CPTC to present any further evidence and/or supporting information, oral and/or written that she/he deems appropriate. The Faculty Member shall have the right to be accompanied by one (1) individual of her/his choice. The CPTC shall request from the Faculty Member any further information it deems necessary or relevant to make a recommendation. The CPTC shall assess the Faculty Member's overall record of performance using the criteria pursuant to this Article. The report of the CPTC shall include a numerical record of the vote upon which the recommendation is based.

22.6.4 **Referees**

22.6.4.1 In the case of any application for tenure or promotion, the Faculty Member shall provide a list of nine (9) external referees from which the CPTC shall choose three (3) names and solicit recommendations in accordance with Article 23.

22.6.4.2 Referees will be informed that a recommendation for promotion from Associate Professor to Professor requires that a Faculty Member's scholarly or professional achievements are of sufficient significance to be recognized nationally or internationally.

22.6.5 **Voting**

- (a) six (6) voting members constitute a quorum and shall vote on the application;
- (b) all voters shall vote yea or nay;
- (c) secret ballot shall be used;
- (d) the motion shall be framed in the affirmative: that the Faculty Member be granted promotion or tenure;
- (e) for Faculty Members in the fifth (5th) year of a Tenure-track appointment, in the case of a negative vote, a second motion shall be framed in the affirmative: that the Faculty Member be granted a deferral for consideration of tenure until his/her sixth (6th) year. The CPTC shall vote on the second (2nd) motion using the procedure set out in Article 22.6.5;
- (f) the CPTC's recommendation shall be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion and a negative recommendation shall go forward, unless, in the case of promotion or early tenure, the Faculty Member wishes to withdraw the application;
- (g) in the case of a withdrawal of an application for promotion or early tenure pursuant to this Article, such withdrawal shall be without prejudice to the Member and the application material shall not be entered into the OPF;
- (h) the ballots shall be the official record of the vote and shall not be destroyed until a final decision including completion of any appeal is made on the Faculty Member's application for promotion or tenure; and
- (i) where the distribution of workload for a Member has been adjusted from the normal forty-fourty-two percent (40-40-20%) for teaching, scholarship, and service, the CPTC must demonstrate that it has taken those adjustments into account when voting.

22.6.6 **Actions Subsequent to Voting**

22.6.6.1 By the date specified in Article 22.5 the Faculty Member shall be informed by the Dean of the recommendation of the CPTC and the Program Chair, and shall be provided with a numerical record of the vote upon which the recommendation of the CPTC is based. All recommendations shall include a written statement of reasons for that recommendation. If the recommendation of the CPTC is negative or is not unanimous, the statement shall include all reasons supporting and opposing the recommendation. Reasons shall relate only to the criteria for tenure or promotion.

22.6.6.2 By the date specified in Article 22.5, the Dean shall forward the application and supporting documentation, along with recommendations and reasons of the Program Chair and the CPTC, and copies of all correspondence with the Faculty Member and referees to the chair of the University Promotion and Tenure Committee (UPTC) and to the President.

22.6.6.3 The CPTC shall keep a record of minutes and they shall constitute the official record. The minutes shall be approved by the CPTC and shall be placed in a file in the office of the Provost. Included in the minutes shall be records of all CPTC proceedings and the information referred to in Article 22.6.6.1.

22.7 **The University Promotion and Tenure Committee (UPTC)**

22.7.1 The UPTC shall make recommendations on tenure, promotion, and other such matters as may be referred to it by this Agreement.

22.7.2 Recommendation on the granting of tenure and of promotions in rank to Faculty Members shall be made by the UPTC after giving due consideration to the materials identified in Articles 22.3.5, 22.6.3.1 and 22.6.6.3 and the recommendations of:

- (a) the College Promotion and Tenure Committee (CPTC);
- (b) the Program Chair; and
- (c) the external referees.

22.7.3 **Membership**

22.7.3.1 The UPTC shall consist of seven (7) members as follows:

- (a) the Provost who shall chair the Committee;
- (b) a Dean or designate who has not participated in the CPTC process for that year and who has not also applied for promotion will be appointed by the Provost;
- (c) two (2) Tenured Senators, one (1) from each College, who shall be Faculty Members, appointed by the Senate. The Senate shall also appoint an alternate in the event that an elected Faculty Member is unable to carry out required Committee responsibilities;
- (d) one (1) Tenured Faculty Member, who shall be Associate or Full Professor, elected by secret ballot by each College. Each College shall also elect an alternate Faculty Member in the event that an elected Faculty Member is unable to carry out required Committee responsibilities. Elections will be held prior to the end of the Winter term and candidates will provide a brief biography;
- (e) one (1) Tenured Faculty Member appointed by the Faculty Association; and
- (f) if the candidate is a Librarian Member or SLI, one (1) Continuing appointment from the Librarian or SLI Member appointed by the Faculty Association.

- 22.7.3.1.1 If the candidate is a Librarian Member or SLI, the Member appointed in 22.7.3.1(e) shall be replaced by a Librarian Member or SLI holding a Continuing appointment.
- 22.7.3.1.2 The UPTC shall elect a Faculty Member to assist the Chair as spokesperson of the UPTC in meeting with the UPTAC.
- 22.7.3.2 No Faculty Member shall be a member of the UPTC during the academic year in which she/he is to be considered for promotion.
- 22.7.3.3 Members who are not members of the UPTC ex-officio shall normally hold a two (2)-year term, with not all Senate appointees ending their terms in the same year.
- 22.7.3.4 In the event that any recommendation to the UPTC from a Program Chair or the CPTC is negative, the Faculty Member shall be allowed to make written or oral submissions to the UPTC for the purpose of presenting any further information she/he deems appropriate. At this stage applicants may explain and elaborate on existing material, and consistent with Article 22.6.3.3 may add new material to the file.
- 22.7.3.5 The UPTC's recommendation shall be based only on documentation as allowed in this Article, to which the UPTC shall give due consideration. The UPTC's recommendation shall include a written summary of the reasons for its recommendation, specifying all reasons in support and in opposition and a numerical record of the vote upon which the recommendation is based.
- 22.7.3.6 The UPTC shall keep minutes of its meetings and they shall constitute the official record. The minutes shall be approved by the members of the UPTC and placed in a file in the Office of the Provost. Included in the minutes shall be records of all UPTC's proceedings, including the information referred to in Article 22.7.3.5.
- 22.8 **Voting**
- 22.8.1 (a) six (6) voting members constitute a quorum, and all members present shall vote on any application;
- (b) the motion shall be framed in the affirmative: That the Faculty Member be granted promotion or tenure;
- (c) secret ballot shall be used;
- (d) all voters shall vote yea or nay;
- (e) the UPTC's recommendation shall be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion and a negative recommendation shall go forward;
- (f) for Faculty Members in the fifth (5th) year of a Tenure-track appointment in the case of a negative vote a second (2nd) motion shall be framed in the affirmative: That the Faculty Member be granted a deferral for consideration of tenure until her/his sixth (6th) year. The UPTC's recommendation shall be determined by a simple majority;
- (g) the ballots shall be the official record of the vote and shall not be destroyed until a final decision is made on the Faculty Member's application for promotion or tenure, including any appeal process; and
- (h) where the distribution of workload for a Member has been adjusted from the normal forty-fourty-two percent (40-40-20%) for teaching, scholarship, and service, the UPTC must demonstrate that it has taken those adjustments into account when voting.

22.9 **Action Subsequent to Voting**

- 22.9.1 The UPTC shall recommend for promotion and/or tenure any Faculty Member receiving a majority of votes of those present at the consideration of that Faculty Member and such recommendation shall be made to the President and copied to the Member, Program Chair and Dean by December 15. A numerical record of the vote upon which the recommendation is based, and a written statement of the reasons for that recommendation shall be included.
- 22.9.2 Where the recommendations for promotion and/or tenure to the UPTC from external referees, Program Chair and CPTC are all in the affirmative, any recommendation from the UPTC for denial of promotion and/or tenure must include the rationale for reversing the recommendation of the CPTC.
- 22.9.3 Where the UPTC decision overturns the decision of the CPTC, the UPTC shall forward, in writing, its recommendation and supporting rationale on each criterion to the CPTC for comment. The CPTC shall reply, in writing, to the UPTC within ten (10) days confirming or rebutting the UPTC's rationale. UPTC's letter to the CPTC and the CPTC's response to the UPTC shall become part of the Faculty Member's application.
- 22.9.4 The UPTC shall apply the procedure outlined in Article 22.9 when overturning a recommendation of the Librarian Promotion Committee or the Senior Laboratory Instructor Promotion Committee.
- 22.9.5 In the case of a positive recommendation from UPTC, the President shall review the application and advise each Faculty Member by January 15 of the President's recommendation in writing including a statement specifying all reasons.
- 22.9.6 If the tenure and/or promotion recommendation by the UPTC is negative, the Faculty Member may appeal under Article 22.10 of this Agreement. In this case, the President will not review the application or advise the Member. The Member shall submit notice of appeal under Article 22.10 and 22.11.4 to the Chair of UPTAC.
- 22.9.7 The President shall recommend to the Board of Governors those Faculty Members for tenure and/or promotion who received a positive recommendation from the UPTC, with which the President concurs, or whose appeal to UPTAC under Article 22.10 was successful.

22.10 **Appeal Procedures**

- 22.10.1 A Faculty Member who has received a positive recommendation on tenure and/or promotion from the UPTC and a negative recommendation by the President may proceed directly to arbitration. The recommendation will be forwarded to the Board of Governors following an arbitration that results in a positive recommendation.
- 22.10.2 A Faculty Member who has received a negative recommendation on tenure and/or promotion from the UPTC may file an appeal by the date specified in Article 22.5. The appeal shall be made in writing to the University Promotions and Tenure Appeal Committee (UPTAC).
- 22.10.3 An anonymous record of each committee's vote on each candidate for tenure or promotion will be provided to the Association by March 1.

22.11 **The University Promotion and Tenure Appeals Committee (UPTAC)**

- 22.11.1 The University Promotion and Tenure Appeals Committee (UPTAC) hears appeals of negative recommendations made by the UPTC on both promotion and tenure applications.
- 22.11.2 The members of UPTAC shall be:

- (a) the President of the University who shall chair the Committee;
- (b) a person appointed by the Faculty Association who shall hold the rank of Full Professor in the University and who has not been involved in previous recommendations about the Faculty Member;
- (c) two (2) Tenured persons, one (1) of whom shall be elected, by secret ballot, by each College of the University and both of whom shall hold the rank of Associate or Full Professor in the University and who have not been involved in previous recommendations about the Faculty Member;
- (d) a person appointed by the President who shall hold the rank of Full Professor in the University and who has not been involved in previous recommendations about the Faculty Member; and
- (e) a Tenured Faculty Member appointed by the Faculty Association as an observer. The observer shall be non-participating and non-voting. He/she shall only have the right to ask for a recess of the proceedings for the purpose of consulting with the chair. Note taking is allowed but they must be turned in to the recording secretary at the end of the meeting. The notes will be destroyed after the official minutes are signed.

22.11.2.1 If the Member appealing is a Librarian or a SLI, the two (2) Members elected in Article 22.11.2(c) shall be replaced by a Librarian and a SLI elected from those holding a Continuing appointment.

22.11.3 The UPTAC shall establish its own procedures, always provided that its procedures shall provide the Faculty Member who is appealing a decision of the UPTC with a full and fair opportunity to make a submission to the UPTAC in support of her/his appeal. These procedures may include interviewing the Chairs and elected spokespersons from the CPTC (Article 22.6.2.1) and the UPTC (Article 22.7.3.1). In hearing an appeal, the UPTAC shall consider:

- (a) the material considered at each level of promotion or tenure application;
- (b) the rationale provided by the UPTC for its negative decision on the application for promotion and tenure;
- (c) the submission of the Faculty Member who is appealing the UPTC's decision; and
- (d) any new material the Faculty Member wishes to provide.

22.11.4 Subject to the requirements of Article 22.11.3, an appeal to UPTAC shall be initiated, conducted and decided in a timely way. Accordingly:

- (a) a Faculty Member will provide notice of her/his intention to appeal the UPTC's recommendation concerning a promotion or tenure application by January 31;
- (b) the Faculty Member will provide her/his submission in support of her/his appeal within five (5) days after providing UPTAC with notice of her/his intention to appeal;
- (c) the UPTAC will decide the appeal within thirty (30) days of receiving the Faculty Member's submission in support of her/his appeal;
- (d) the UPTAC shall keep minutes of its meetings and they shall constitute the official record. The minutes shall be approved by the UPTAC and placed in the office of the President. Included in the minutes shall be records of all of UPTAC's proceedings, including recommendations and the reasons for them as well as a numerical record of all votes; and

- (e) the UPTAC's recommendation shall be based solely on the documentation in this Article. The UPTAC's recommendation shall include a written summary of reasons for its recommendation specifying all reasons in support of and in opposition to the recommendation.

22.11.5 Nothing in this Article shall deprive the UPTAC of the authority to extend the time limits for initiating, conducting or deciding an appeal provided that there are reasonable grounds for doing so.

22.11.6 Should a member of UPTAC be unable to continue with her/his appointment to UPTAC the Party first making the appointment shall have the right to appoint a replacement.

22.12 **Actions subsequent to the UPTAC decision**

22.12.1 Within five (5) days of completion of the UPTAC proceedings, a Faculty Member will be provided with a numerical record of the vote upon which the recommendation of the UPTAC is based, including a statement specifying all reasons in support of and in opposition to the recommendation.

22.12.2 The President shall bring forward the positive nomination or recommendation of UPTAC or the decision of an arbitrator in favour of the candidate to the Board of Governors.

22.12.3 A Faculty Member who has received a negative recommendation on tenure and/or promotion from UPTAC may proceed directly to arbitration within thirty (30) days of receiving the decision. The Faculty Member shall forward written notification of his/her decision to go to arbitration to the President of the University.

22.12.4 For the purposes of this Article, the arbitration procedures set out in Article 44 of this Agreement shall apply.

22.12.5 The Board of Governors agrees that it will exercise its statutory power to appoint and promote Members by acting in conformity with the nomination of the President in the case of an appointment and with the recommendation of the President in the case of tenure or promotion.

22.12.6 If tenure is denied by the University, the employment of the Faculty Member shall terminate at the end of the Faculty Member's Tenure-track appointment.

22.13 **Criteria for Tenure and Promotion**

22.13.1 **Criteria for Tenure**

22.13.1.1 To receive tenure, a Faculty Member must:

- (a) be in a Tenure-track appointment at the rank of Assistant Professor or above, except as provided for in Article 22.3.4;
- (b) hold an earned doctoral degree or terminal degree;
- (c) normally have at least five (5) years of experience in full-time university teaching and research, or equivalent experience; and
- (d) have:
 - (i) demonstrated competence and responsibility in a range of teaching and a commitment to the facilitation of student learning;

- (ii) demonstrated competence and productivity in scholarly activity or where appropriate, creative work in the performing or fine arts, and recognition of one's works by academic peers; and
 - (iii) made contributions in academic service which have a positive impact on the University community, professional community and/or the community at large.
- (e) If a Member has not completed the terminal degree by the time CPTC or UPTC meet to consider his/her application for tenure or promotion, the review will proceed based on the substantive merit of the application. If the recommendation from UPTC is positive for tenure and/or promotion, the applicant will have until April 1 of the calendar year following the UPTC meeting to provide appropriate evidence to the Provost that all requirements for the terminal degree have been met. If such evidence is not provided, the positive recommendation will automatically be converted to a negative one and tenure and/or promotion will be denied and this decision cannot be appealed or grieved.
- (f) If the recommendation from UPTC is negative for tenure and/or promotion for someone who has not completed the terminal degree, the applicant will have until January 31 of the calendar year following the UPTC meeting to provide appropriate evidence to the Provost that all requirements for the terminal degree have been met. If such evidence is not provided, the negative recommendation stands and further appeal to UPTAC will not be permitted nor will this outcome be grievable. If evidence of completing the terminal degree by someone receiving a negative recommendation from UPTC is provided by the January 31 deadline, the applicant retains the right to appeal the recommendation to UPTAC.
- (g) Consideration of these factors must take into account any approved modification to the normal workload distribution for teaching, scholarship, and service is to be used in reviewing a Member for appointment or promotion to this rank.

22.13.2 **Criteria for Promotion**

- 22.13.2.1 Promotion in rank, from Lecturer to Assistant Professor, from Assistant Professor to Associate Professor, and from Associate Professor to Professor, is recognition of the Faculty Member's growth and development as a teacher and scholar, and of his/her service to the University, the academic community, professional community and, where demonstrated, the community at large.
- 22.13.2.2 With the exception of automatic promotion to the rank of Assistant Professor provided for in Article 22.13.3.2, Faculty Members being considered for tenure and promotion shall be assessed in each of the following three (3) categories in proportion to the assigned distribution of workload; for example, primarily teaching or research appointments:
- (a) teaching;
 - (b) scholarship (with due consideration given to Article 21B.2); and
 - (c) academic, professional, University and/or, community service.

22.13.3 **Criteria for Lecturer**

- 22.13.3.1 Appointment at the rank of Lecturer (Full-time) requires evidence of potential for effective teaching and scholarly activity.
- 22.13.3.2 If a Faculty Member is appointed at the rank of Lecturer and is working to complete the requirements for a terminal degree at an academic institution approved by the University, the Faculty Member will automatically be promoted to the rank of Assistant Professor upon successful completion of these requirements and receipt by the Provost of official notice that the degree will be conferred.

22.13.4 **Criteria for Assistant Professor**

22.13.4.1 Promotion to the rank of Assistant Professor is dealt with in Article 22.13.2.2. To be appointed initially in that rank, a Faculty Member must:

- (a) hold an earned doctoral degree or terminal degree;
- (b) show evidence of commitment to and ability in teaching; and
- (c) show evidence of scholarly activity.

22.13.5 **Criteria for Associate Professor**

22.13.5.1 In addition to the requirements for Assistant Professor, the rank of Associate Professor normally requires:

- (a) a record of effective teaching at all levels available to the Faculty Member including, where appropriate, the direction of graduate students;
- (b) a record of sustained and productive scholarly activity; and
- (c) evidence of effective service to the University community, professional community and/or the community at large.

22.13.5.2 Consideration of these factors must take into account any approved modification to the normal workload distribution for teaching, scholarship, and service and is to be used in reviewing a Member for appointment or promotion to this rank.

22.13.6 **Criteria for Professor**

22.13.6.1 In addition to the requirements for Associate Professor, the rank of Professor normally requires:

- (a) a sustained and productive program of scholarly activity and, where appropriate, professional activities, with achievements that are of sufficient significance to be recognized nationally or internationally;
- (b) a record of sustained high quality of teaching at all levels available to the Faculty Member including, where appropriate, the direction of graduate students;
- (c) a record of significant participation in University or professional affairs and, where demonstrated, the community at large.

22.13.6.2 Consideration of these factors must take into account any approved modification to the normal workload distribution for teaching, scholarship, and service as agreed upon under Article 29.16, and is to be used in reviewing a Member for appointment or promotion to this rank. For example, a Member holding an appointment where workload has formally been redistributed, expectations for a sustained and productive program of scholarly activity and national and/or international significance under Article 22.13.6.1(a) would be proportionally reduced for a Member assigned a workload redistribution towards a higher percentage of teaching workload where the Member would be expected to demonstrate sustained high quality of teaching contributions.

22.13.7 **Compensatory Considerations**

22.13.7.1 For tenure, and for promotion to Associate Professor:

- (a) exceptional quality of teaching may compensate for a lesser amount of scholarly activity, provided that the service component is satisfactory; or

- (b) exceptional competence in and contribution to activities of University service or to activities of professional and community service related to the work of the Faculty Member, coupled with teaching of fully satisfactory quality, may compensate for a somewhat lesser amount of scholarly activity; or
- (c) exceptional competence in scholarly activity coupled with teaching of fully satisfactory quality, may compensate for a somewhat lesser amount of service.

22.13.7.2 For promotion to Professor:

- (a) exceptional quality of teaching may compensate for a lesser amount of scholarly activity, provided that the service component is satisfactory and the scholarly activity is of fully satisfactory quality; or
- (b) exceptional competence in and contribution to activities of University service or to activities of professional and community service related to the work of the Faculty Member, coupled with teaching and scholarship both of a fully satisfactory quality, may compensate for a somewhat lesser amount of scholarly activity; or
- (c) exceptional competence in scholarly activity coupled with teaching of fully satisfactory quality, may compensate for a somewhat lesser amount of service.

22.14 For tenure and promotion to all ranks and for CDI decisions, those Members who serve in administrative positions will have their contributions recognized by those who evaluate their applications. Any financial compensation or administrative stipend will in no way diminish the value of such service.

ARTICLE 23: LETTERS OF REFERENCE

- 23.1 When external academic referees are required:
- (a) The candidate and the Chair of the Program shall mutually agree on an annotated list of nine (9) referees, and the CPTC will select three (3) names from this list.
 - (b) In the event of a failure to agree on nine (9) referees, the candidate shall propose a list of five (5) referees to the CPTC. The CPTC shall propose a list of seven (7) referees, and shall provide the list to the candidate. The candidate has the right to remove up to three (3) names from the CPTC list and has the right to submit objections in writing to the CPTC on any of the remaining names on the grounds of potential bias and/or lack of competence. These objections shall become part of the candidate's file. The CPTC shall then select at least two (2) names from the candidate's list and the remainder from the remaining CPTC list.
- 23.2 The names of referees will be selected in accordance with the regulations pertaining to conflict of interest as stated in Article 5.1. The annotations per Article 23.1 will document the referees' professional credentials to review the candidate.
- 23.3 **Assessments**
- 23.3.1 The Dean shall contact potential referees to determine their willingness to act as a referee prior to sending the letter in Appendix 23A by August 1. The Dean shall use the letters in Appendix 23A as the sole and only means of confirming referees to act as assessors and shall copy the letters of confirmation to the candidate once assessors have agreed to serve and have been sent the necessary material as designated in the first letter in Appendix 23A. The Dean shall not initiate any further communication with the assessors without the express written permission of the other Party.
- 23.3.2 If the assessor requires further information and so communicates to the Dean, the Dean shall reply with the agreement of the candidate in a strictly neutral manner and confirm the information given in writing with a copy to the candidate.
- 23.3.3 If the assessments have not been received ten (10) days prior to the agreed deadline, the Dean shall write to the assessor using the form set out in the second (2nd) letter in Appendix 23A with a copy to the candidate. If the assessment has not been received by the deadline, the Dean shall write to the assessor in the form set out in the third (3rd) letter of Appendix 23A with a copy to the candidate.
- 23.3.4 The letters may be sent via email. All email correspondence becomes part of the Member's promotion and/or tenure dossier.
- 23.4 Members consulted by a designated Program Chair in accordance with Article 22.6.3.6 shall only receive a copy of the curriculum vitae of the Faculty Member being considered for promotion and/or tenure.
- 23.5 The recommendation of the Chair, Dean or any other Administrator at any level of the evaluation process shall be in writing with a copy to the candidate.
- 23.6 A copy of all letters of reference or assessments without letterhead or signature block shall be given to the Member concerned upon receipt. Such letters, without letterhead or signature block, shall be placed upon receipt in the OPF of the Member to which the Member shall have access and the right to copy.
- 23.7 Letters of reference shall be retained by the Employer in the OPF of the Member indefinitely except as provided for in Article 20.17. Letters of reference which remain in the file cannot be considered for decisions for which they were not solicited.

23.8 Referees will receive any CEC-approved scholarly expectations documents as per Article 21B.2 from the Program or College, as well as the appropriate criteria from Article 22.13.

**APPENDIX 23A
LETTERS OF REFERENCE**

A. LETTER NUMBER ONE:

Dear Professor Z:

Thank you for agreeing to act as a reference for Professor X who is being assessed at the University of Northern British Columbia for tenure (or promotion). Academic decisions are the most important that a university can make. We most certainly value your assistance in this process. As discussed with you, it is our understanding that you do not have a conflict of interest as defined by the University's Conflict of Interest Policy as attached.

Please give a reasoned opinion concerning the quality of Professor X's research, creative and professional work as indicated in the documentation enclosed. Should you have direct knowledge of the candidate's teaching or service to the academic or professional community, we would appreciate your assessment of those as well. Your recommendation should be in sufficient detail so that Professor X and the promotion and tenure committees can follow your reasoning and understand the basis of your opinion. Your views should be based on an assessment of all the material that has been submitted to you and you should use only the criteria and procedures set out for the University in the Agreement with the Faculty Association. Your anonymous assessment, excluding the authorship and letterhead, will be given to the candidate, it being understood that in an arbitrated dispute, your authorship may become known.

I enclose:

- the criteria and procedures of the University as specified in the agreement between UNBC and the UNBC Faculty Association.
- the standardized UNBC curriculum vitae of the candidate and all supporting documents and/or materials submitted by him/her.
- copies of a maximum of eight (8) significant examples of scholarly activity submitted by the candidate.

The enclosed material is confidential; do not release it to or discuss it with anyone, nor use it for any purpose other than this evaluation. Please shred or return all materials other than copies of scholarly work, which you are welcome to retain.

We require this assessment by (date). If you require any further clarification, would you please write or fax us rather than telephone. All correspondence will be shared with the candidate after reference to your name and institutional affiliation has been deleted.

Yours sincerely,

Chairperson

cc: The candidate

B. LETTER NUMBER TWO:

My letter concerns the assessment of Professor X. You will recall that you agreed to provide your assessment to us by (date). As that date is fast approaching, I hope that you will be in a position to give us your views by the deadline.

Yours sincerely,

Chairperson

cc: The candidate

C. LETTER NUMBER THREE:

My letter concerns the assessment of Professor X. You will recall that you agreed to provide your assessment to us by (date). As that date has now passed, I would appreciate hearing from you as soon as possible concerning the date on which we can expect your assessment.

Yours sincerely,

Chairperson

cc: The candidate

ARTICLE 24: PROMOTION AND CONTINUING APPOINTMENT OF LIBRARIAN MEMBERS

24.1 Promotion and Continuing Appointment of Librarian Members

Promotion in rank from Librarian I to Librarian II, or Librarian II to Librarian III, or Librarian III to Librarian IV is recognition of a Librarian Member's: professional growth and development; service to the University, the academic community, and the Librarian's profession; and scholarly growth and innovation.

24.2 Progression to Promotion

24.2.1 Application for promotion in rank is initiated by the Librarian Member through the University Librarian in accordance with this Article. The University Librarian may advise individual Librarian Members to apply for promotion.

24.2.2 A Librarian Member shall not be considered for promotion without her/his consent.

24.2.3 Librarian Members holding the rank of Librarian I shall normally be eligible for promotion to the rank of Librarian II after having completed two (2) years of service at the University.

24.2.4 Librarian Members holding the rank of Librarian II shall normally be eligible to apply for promotion to the rank of Librarian III after having completed four (4) years of service in the rank of Librarian II including credited years of service of which at least two (2) years will have been at the University.

24.2.5 Librarian Members holding the rank of Librarian III shall normally be eligible to apply for promotion to the rank of Librarian IV after having completed five (5) years of service in the rank of Librarian III including credited years of service of which at least three (3) years will have been at the University.

24.3 Progression to Continuing Appointment

24.3.1 A Librarian Member holding a Probationary appointment must be considered for Continuing appointment in the Fall review process directly following completion of the Probationary term.

24.3.2 A Librarian Member may apply for promotion and Continuing appointment at the same time. The application for promotion and Continuing appointment will be considered separately, according to the relevant criteria.

24.3.3 If a Librarian Member's application for Continuing appointment is unsuccessful, she/he shall have one (1) more review period to apply for Continuing appointment. If their application for Continuing appointment is not successful at the second review period, their appointment will terminate on June 30 following the decision.

24.4 Librarian Promotion Committee

24.4.1 The Librarian Promotion Committee (LPC) shall make recommendations to the University Promotion and Tenure Committee (UPTC) on promotion for Librarian Members.

24.4.2 Membership of LPC

24.4.2.1 The LPC shall be composed of:

- (a) the University Librarian (or designate) as Chair;
- (b) two (2) Librarian Members holding Continuing appointments elected from and by the Librarian Members for a period of two (2) years. Elections shall be staggered; and

- (c) two (2) Members, selected on an ad hoc basis by unanimous agreement of the Chair and the two (2) elected Librarian Members of the LPC. At least one (1) of the two (2) ad hoc Faculty Members of the LPC shall be a UNBC Faculty Member who is not a Librarian Member.

24.4.2.2 All members of the LPC shall vote. All voting shall be by secret ballot. The LPC shall follow the most recent edition of Roberts Rules of Order.

24.4.2.3 Librarian Member elections shall occur in December of each year.

24.5 **Procedures for Continuing Appointment and Promotion for Librarians**

24.5.1 Applications for Continuing appointment and promotion shall be made in writing by the Librarian Member, and be received by the University Librarian by June 15 as in accordance with Table 1(a)(i) in Article 22. The deadline for receipt of the complete application from the Librarian Member to the University Librarian is the Tuesday after Labour Day. The application shall be accompanied by a curriculum vitae and such other documentation as the Librarian Member considers evidence of fulfillment of the criteria specified in Article 24.7. The Librarian Member shall provide sufficient information for an evaluation to be made with respect to the criteria specified in Article 24.7. By September 15, the University Librarian shall forward to the other members of the LPC the application and supporting documentation.

24.5.2 The LPC shall meet promptly, in light of the time limits set out in Article 22.5, to consider all applications for Continuing appointment and/or promotion.

24.5.3 The Librarian Member shall be invited to appear before the LPC and to present any further evidence and/or supporting information, oral and/or written, she/he deems appropriate. The LPC shall request from the Librarian Member any further information the LPC deems necessary or relevant to make a recommendation. The Librarian Member shall have the right to be accompanied by a representative of her/his choosing. The LPC shall assess the Librarian Member's overall record of performance using the appropriate criteria pursuant to this Article. A recommendation of the LPC shall be based only on documentation presented pursuant to this Article. The report of the LPC shall include a numerical record of the vote upon which the recommendation is based.

24.5.4 By October 31, the University Librarian shall inform the Librarian Member of the LPC's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of the reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons for supporting and opposing the recommendation. Such reasons shall relate only to the criteria for Continuing appointment and promotion listed in this Article.

24.5.5 By November 15, the LPC's recommendations on applications for Continuing appointment and on candidates for promotion in rank shall be made in writing to the UPTC pursuant to this Agreement. The LPC's recommendations on Probationary and Limited Term appointments shall be made in writing to the Provost.

24.5.6 The LPC shall keep an official record of minutes. At the conclusion of the LPC's deliberations, the minutes shall be placed in a file in the office of the Provost. Included in the minutes shall be records of all LPC recommendations and the reasons for them, and a numerical record of all votes.

24.6 **Action Subsequent to Voting**

24.6.1 The UPTC shall recommend for promotion or Continuing appointment any candidate receiving a majority of votes of those present at the consideration of that candidate and such recommendation shall be made to the President and copied to the Librarian Member by December 15. The President shall also advise each Librarian Member of her/his own recommendation in writing by January 15 for

or against Continuing appointment and/or promotion. In the case of a recommendation against Continuing appointment and/or promotion, a numerical record of the vote upon which the recommendation is based and a written statement of the reasons for that recommendation shall be included with the UPTC's recommendation.

24.6.2 By December 15, the Librarian Member, and the University Librarian shall be informed by the Provost of the UPTC's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation.

24.6.3 The process for appeal of the UPTC's recommendations for Librarian Members is the same as it is for Members in Articles 22.10, 22.11 and 22.12.

24.7 **Criteria for Continuing Appointment and Promotion of Librarian Members**

24.7.1 Continuing appointments and promotion to the ranks of Librarian II, III and IV shall take place only when the Librarian Member has satisfied the requirements of this Article as they relate to the duties and responsibilities outlined in Article 31, and the distribution of duties and responsibilities described in Article 31.1.

24.7.2 Considering the duties and responsibilities as set out in Article 31 and the distribution of duties and responsibilities described in Article 31.1 the criteria for Continuing appointment are:

- (a) performance of duties and responsibilities, as described in Article 31;
- (b) competence in the Librarian Member's specialization;
- (c) professionalism during the probationary period; and
- (d) participation in activities that contribute to the functioning of the Library and/or the University.

24.7.3 The criterion for appointment to Librarian I is:

- (a) for a Librarian, a graduate degree from an ALA accredited school of Library and/or Information Studies; or
- (b) for an Archivist, a graduate degree in Archival Studies or Informational Studies/Library Science with an emphasis on Archival Studies, or an equivalent combination of a relevant graduate degree and relevant professional experience in archives.

24.7.4 Considering the duties and responsibilities as set out in Article 31 and the distribution of duties and responsibilities described in Article 31.1 the criteria for promotion from Librarian I to Librarian II are:

- (a) a record of effective execution of professional practice;
- (b) evidence of service that has a positive impact to the UNBC community, the professional community, and/or the community at large; and
- (c) evidence of relevant scholarly activities, professional activities, and/or innovative practice.

24.7.5 Considering the duties and responsibilities as set out in Article 31 and the distribution of duties and responsibilities described in Article 31.1 the criteria for promotion from Librarian II to Librarian III are:

- (a) a record of sustained high quality execution of professional practice;

- (b) a record of significant participation in service to the UNBC community, the professional community and/or the community at large; and
- (c) a record of sustained and relevant, scholarly activities, professional activities, and/or innovative practice.

24.7.6 Considering the duties, responsibilities as set out in Article 31 and the distribution of duties and responsibilities described in Article 31.1 the criteria for promotion from Librarian III to Librarian IV are:

- (a) a significant record of sustained high quality execution of professional practice;
- (b) a record of significant service to and leadership in the UNBC community, the professional community, and/or the community at large; and
- (c) a record of sustained, relevant and substantive, scholarly activities, professional activities, and/or innovative practice.

24.7.7 Continuing appointment, when granted by the Board of Governors, shall become effective on the July 1 following the decision.

24.8 **Compensatory Considerations**

24.8.1 For promotion to any Librarian rank, the following compensatory considerations are:

- (a) Exceptional performance in research, scholarship or innovation may compensate for a lesser amount of University and either professional and/or community service, provided that the performance expectations in core professional functions are fully met; or
- (b) Exceptional performance in University and either professional and/or community service may compensate for a lesser amount of research, scholarship or innovation, provided that the performance expectations in core professional functions are fully met.

ARTICLE 25: NOT USED

ARTICLE 26: PROMOTION AND CONTINUING APPOINTMENT OF SENIOR LABORATORY INSTRUCTOR MEMBERS (SLIs)

26.1 SLI Appointment and Promotions Committee

26.1.1 Promotion and Continuing Appointments for SLIs shall be evaluated by the SLI Appointment and Promotions Committee (SLIAPC).

26.1.2 Membership of SLIAPC

26.1.2.1 The SLIAPC shall be composed of:

- (a) The committee will be chaired on a two (2) year rotational basis by the College Deans;
- (b) Two (2) SLI Members holding Continuing appointments elected from and by the SLI Members for a period of two (2) years. Elections shall be staggered; and
- (c) Two (2) Members, selected on an ad hoc basis by unanimous agreement of the Chair and the two (2) elected SLI Members of the SLIAPC. At least one (1) of the two (2) ad hoc Faculty Members of the SLIAPC shall be a UNBC Faculty Member who is not a SLI Member.

26.1.3 The SLIAPC shall determine the Committee's procedures.

26.2 Progression to Continuing Appointment

26.2.1 A SLI Member holding a Probationary appointment must be considered for Continuing appointment in the Fall review process directly following completion of the Probationary term.

26.2.2 A SLI Member may apply for promotion and Continuing appointment at the same time. The application for promotion and Continuing appointment will be considered separately, according to the relevant criteria.

26.2.3 If a SLI Member's application for Continuing appointment is unsuccessful, she/he shall have one (1) more review period to apply for Continuing appointment. If their application for Continuing appointment is not successful at the second review period, their appointment will terminate on June 30 following the decision.

26.3 Definition of and Eligibility for SLI Promotion

26.3.1 Definition of SLI Promotion

Promotion in rank from SLI I to SLI II, or SLI II to SLI III is recognition of a SLI's professional growth and development, and of service to the University, the academic community, and the SLI's profession.

26.3.2 Eligibility for Promotion

26.3.2.1 Application for promotion in rank is initiated by the SLI Member, through the University in accordance with this Article (see Article 26.4.2 for application process).

26.3.2.2 A Member shall not be considered for promotion without his/her consent.

26.3.2.3 Unless circumstances under Article 16.3.4 apply, a SLI holding the rank of SLI I shall be eligible to apply for promotion to the rank of SLI II after having completed two (2) years of service as a SLI.

26.3.2.4 SLI members holding the rank of SLI II shall normally be eligible to apply for promotion to the rank of SLI III after having completed three (3) years of service in the rank of SLI II (including credited years of service of which at least two (2) have been at the University).

26.4 Procedures for Continuing Appointment and Promotion for SLIs

26.4.1 Continuing Appointment

26.4.1.1 Applications for Continuing appointment and/or promotion shall be made in writing by the SLI Member, and be received by the Chair of the SLIAPC by June 15 as in accordance with Table 1(a)(i) in Article 22. The deadline for receipt of the complete application from the SLI Member to the Chair of SLIAPC is the Tuesday after Labour Day. The application shall be accompanied by a curriculum vitae and such other documentation as the SLI Member considers evidence of fulfillment of the criteria specified in Article 26.6. The SLI Member shall provide sufficient information for an evaluation to be made with respect to the criteria specified in Article 26.6. By September 15, the Chair of SLIAPC shall forward to the other members of the SLIAPC the application and supporting documentation.

26.4.1.2 The SLIAPC shall meet promptly, in light of the time limits set out in Article 22.5, to consider all applications for Continuing appointment and/or promotion.

26.4.1.3 The SLI Member shall be invited to appear before the SLIAPC and to present any further evidence and/or supporting information, oral and/or written, she/he deems appropriate. The SLIAPC shall request from the SLI Member any further information the SLIAPC deems necessary or relevant to make a recommendation. The SLI Member shall have the right to be accompanied by a representative of her/his choosing. The SLIAPC shall assess the SLI Member's overall record of performance using the appropriate criteria pursuant to this Article. A recommendation of the SLIAPC shall be based only on documentation presented pursuant to this Article. The report of the SLIAPC shall include a numerical record of the vote upon which the recommendation is based.

26.4.1.4 By October 31, the Chair of SLIAPC shall inform the SLI Member of the SLIAPC's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of the reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons for supporting and opposing the recommendation. Such reasons shall relate only to the criteria for Continuing appointment and promotion listed in this Article.

26.4.1.5 By November 15, the SLIAPC's recommendations on applications for Continuing appointment and on candidates for promotion in rank shall be made in writing to the UPTC pursuant to this Agreement. The SLIAPC's recommendations on Probationary and Limited Term appointments shall be made in writing to the Provost.

26.4.1.6 The SLIAPC shall keep an official record of minutes. At the conclusion of the SLIAPC's deliberations, the minutes shall be placed in a file in the office of the Provost. Included in the minutes shall be records of all SLIAPC recommendations and the reasons for them, and a numerical record of all votes.

26.4.2 Promotion for SLIs with Continuing Appointments

26.4.2.1 Notification of intention to seek promotion shall be made in writing by the SLI to the chair of the SLIAPC (appropriate Dean) by June 15.

26.4.2.2 The application must be provided to the chair of the SLIAPC by the Tuesday after Labour Day. The application shall consist of a cover letter addressing the SLI's contributions to their core professional function(s), relevant scholarly activities and continuing professional development, and academic professional, University and community service, a current curriculum vitae, a maximum

of the five (5) most recent Professional Activity Reports, and a maximum of five (5) examples of scholarly and/or continuing professional development activity.

- 26.4.2.3 The Program Chair or equivalent shall provide their letter to the SLIAPC by September 15.
- 26.4.2.4 The applicant shall be invited to appear before SLIAPC during their evaluation meeting in order to present any further evidence and/or supporting information, oral and/or written, which was requested or which the applicant deems appropriate. The SLI applicant shall have the right to be accompanied by a representative of their choice from the Association.
- 26.4.2.5 The SLIAPC shall assess the SLI's application pursuant to the criteria and procedures of Article 26. The recommendation of the SLIAPC shall be based only on presented documentation. The SLIAPC report shall include a summary of the reasons for their recommendation and a numerical record of the vote for or against promotion. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Where the application for promotion is declined, the applicant may withdraw their application without prejudice. Voting will be done by secret ballot (yea or nay), on the affirmative question: "the SLI applicant will be promoted."
- 26.4.2.6 The SLIAPC chair shall keep an official record of minutes of the evaluation process. The minutes of the SLIAPC shall form part of the application.

26.5 **Actions Subsequent to Voting**

- 26.5.1 By the date specified in Article 22 the SLI shall be informed by the Dean of the recommendation of the SLIAPC and the Program Chair, and shall be provided with a numerical record of the vote upon which the recommendation of the SLIAPC is based. All recommendations shall include a written statement of reasons for that recommendation. If the recommendation of the SLIAPC is negative or is not unanimous, the statement shall include all reasons supporting and opposing the recommendation. Reasons shall relate only to the criteria for granting a Continuing appointment or promotion.
- 26.5.2 By the date specified in Article 22.5, the Dean shall forward the application and supporting documentation, along with recommendations and reasons of the Program Chair and the SLIAPC, and copies of all correspondence with the SLI and referees to the chair of the University Promotion and Tenure Committee (UPTC) and to the President. The Dean shall ensure that the SLI has received all information forwarded to the UPTC.
- 26.5.3 The SLIAPC shall keep a record of minutes and they shall constitute the official record. The minutes shall be approved by the SLIAPC and shall be placed in a file in the office of the Provost. Included in the minutes shall be records of all SLIAPC proceedings and the information referred to in Article 22.6.6.1.
- 26.5.4 The chair of SLIAPC shall forward each application to UPTC by November 15.
- 26.5.5 The UPTC shall be constituted and vote according to Article 22.
- 26.5.6 The process for appealing negative decisions shall be as outlined in Article 22.

26.6 **Criteria for Continuing Appointment and Promotion of SLIs**

- 26.6.1 To receive a Continuing Appointment, a SLI Member must:
- (a) be in a Probationary appointment;
 - (b) hold an earned masters degree or terminal degree;

- (c) normally have at least two (2) years of experience in: (i) full-time core professional function(s); (ii) relevant scholarly activities and/or continuing professional development; and (iii) academic, professional, University and/or the community service related to the work of the SLI, or equivalent experience; and
 - i. Performance of duties and responsibilities, as described in Article 35;
 - ii. Competence in the SLI Member's area of expertise;
 - iii. Professionalism during the probationary period; and
 - iv. Participation in activities that contribute to the functioning of the University.

26.6.1.2 Consideration of these factors must take into account any approved modification to the normal workload in reviewing a Member for continuing appointment or promotion.

26.6.2 SLIs being considered for promotion shall be assessed in each of the following three categories as described in Article 35:

- (a) core professional function(s);
- (b) relevant scholarly activities and continuing professional development; and
- (c) academic, professional, University and/or community service related to the work of the SLI.

26.6.3 **Criteria for SLI I**

Appointment at the rank of SLI I requires evidence of potential for effective execution of core professional function(s) and evidence of relevant scholarly activities and continuing professional development.

26.6.4 **Criteria for SLI II**

26.6.4.1 The rank of SLI II normally requires:

- (a) a record of effective execution of core professional function(s);
- (b) a record of sustained relevant scholarly activities and continuing professional development; and
- (c) evidence of service that has had a positive impact to the University community, professional community, and/or the community at large.

26.6.5 **Criteria for SLI III**

26.6.5.1 In addition to the requirements for SLI II, the rank of SLI III normally requires:

- (a) a record of sustained high quality execution of core professional function(s);
- (b) a sustained and productive program of relevant scholarly activities and continuing professional development;
- (c) a record of significant participation in service to the University, the professional community and/or, the community at large; and
- (d) a relevant post-graduate degree.

26.6.6 **Compensatory Considerations**

26.6.6.1 **For promotion to the rank of SLI II**

- (a) Exceptional quality of core professional function(s) may compensate for a lesser amount of scholarly activity, provided that the service component is satisfactory; or
- (b) Exceptional competence in and contribution to service to the University, profession and/or community service related to the work of the SLI may compensate for a somewhat lesser amount of scholarly activity and/or continuing professional development activity, provided that core professional function(s) are of fully satisfactory quality; and
- (c) Exceptional competence in scholarly activity and/or continuing professional development activity may compensate for a somewhat lesser amount of service, provided that core professional function(s) are of fully satisfactory quality.

26.6.6.2 **For promotion to the rank of SLI III**

- (a) For promotion to the rank of SLI III, a record demonstrating exceptional quality in any two (2) areas identified in Article 26 may compensate for a satisfactory performance in the third (3rd) area.

SECTION E

DUTIES, RIGHTS, RESPONSIBILITIES AND WORKLOAD

ARTICLE 27: WORKING CONDITIONS

- 27.1 The Parties are jointly committed to creating a healthy, safe, and productive environment. Working conditions must be within relevant Federal and Provincial guidelines.
- 27.2 Suitable working conditions include, but are not limited to:
- (a) proper labelling and storage of flammable, poisonous, radioactive, and biohazardous materials;
 - (b) regular fire drills and preparedness;
 - (c) qualified personnel with first-aid skills on site;
 - (d) disaster planning and drills;
 - (e) industrial precautions with respect to heavy equipment; and safety with respect to:
 - (i) placement of a reasonable number of emergency phones for contacting security officers;
 - (ii) escort service to parking lots; and
 - (iii) properly lighted walkways and parking lots.
- 27.3 In addition, Members, upon commencing their duties, except as noted in Article 27.4 below, shall be provided with the following:
- (a) photocopying services;
 - (b) office equipment and supplies;
 - (c) computer accounts;
 - (d) library services;
 - (e) secretarial services;
 - (f) mail services;
 - (g) assigned and adequate single-occupancy offices for Full-time Members, complete with desk, a minimum of two (2) chairs, telephone, bookcase(s), and filing cabinet(s), and exclusive use of a computer;
 - (h) assigned and adequate office space for Part-time Members as required for instructional purposes, equipped as in Article 27.3(g) above. Where sufficient space is unavailable, Part-time Members shall be accommodated in shared office space, and shall share computers; and
 - (i) notwithstanding Article 27.3(g), if space is not available, Instructors may be assigned space under Article 27.3(h).
- 27.4 Members whose employment contract states that they are responsible for web delivery of courses and whose place of residence is not within the immediate geographic area of a UNBC campus shall be provided with the following:
- (a) reimbursement for approved copy charges incurred for UNBC;

- (b) email and other computer accounts at UNBC with the same privileges accorded on-campus members holding a similar appointment type;
- (c) a University library account with the same privileges accorded on-campus members holding a similar appointment type;
- (d) reimbursement for approved mail and courier charges incurred for UNBC;
- (e) reimbursement for approved travel.

ARTICLE 28: PROFESSIONAL DEVELOPMENT ALLOWANCE

28.1 Professional Development Allowance (PDA)

28.1.1 In each year of this Agreement, the University shall make available annually to each Member a base Professional Development Allowance (PDA) as indicated in Appendix 28A.

28.1.2 Professional Development Allowance for Program Chairs and Regional Members

Further to Article 28.1.1, Program Chairs and Members located at a regional campus shall receive PDA supplements as indicated in Appendix 28A.

28.2 The PDA is to be used for the purchase of items related to the performance of Member's University-related professional and/or teaching duties. Expenditures that can be classified as University career-related include, but are not limited to, the purchase of books, subscriptions, memberships in professional associations, equipment directly related to teaching, professional or research activities, and travel-related expenses not covered by or in excess of other travel grants. Expenses for travel required for University business by Regional Members to Prince George and other Regional campuses should be reimbursed from budgets available from Programs and Colleges, and Regional Members are not expected to use their PDA funds to pay such expenses (see Article 50.10). Subject to documentation in accordance with University requirements, the University shall reimburse Members up to the maximum sum as stipulated in this clause.

28.3 Items purchased under Articles 28.1 and 28.6 are deemed to be the property of the University of Northern British Columbia. If a Member wishes, he/she may purchase at fair market value these items from the University after four (4) years, or upon retirement or resignation.

28.4 Monies unspent in a Member's PDA in an academic year shall be added to the Member's PDA for the next academic year, to a maximum of six thousand dollars (\$6,000).

28.5 Requests for reimbursement for expenses incurred during the fiscal period ending March 31 must be submitted no later than March 31.

28.6 Advancement of Funds from the Professional Development Allowance

28.6.1 Members can make application for the expenditure of up to five thousand dollars (\$5,000) of future PDA Funds. Such expenditures are for Members in need of funds for the publication of dissertations, travel cost in connection with the academic betterment of the individual Member, purchase of microcomputers or related equipment, or for any other endeavour that would be beneficial to the Member and the University.

28.6.2 Members who leave the University before the period of credited service that would be required to obtain the PDA advance through normal disbursement shall be required to repay the outstanding advance.

Appendix 28A

Member category	Base PDA	PDA Supplements	Total PDA
Continuing, Tenured, Probationary, and Tenure-Track Members	\$2,100	\$0	\$2,100
Regular Term Members	\$1,680	\$0	\$1,680
Term Librarian II, Term Librarian III, Term Librarian IV, Term SLI II, Term SLI III	\$1,050	\$0	\$1,050
Term Librarian I, and Term SLI I	\$475	\$0	\$475
Part-Time Instructors teaching nine (9) or more Semester Contact Hours within a twelve (12) month period	\$125	\$0	\$125
Program Chairs	\$2,100	\$400 Chair Supplement	\$2,500
Continuing, Tenured, Probationary, and Tenure-Track Members located at a regional campus	\$2,100	\$800 Regional Supplement	\$2,900
Full-time Term Members located at a regional campus	\$1,680	\$400 Regional Supplement	\$2,080
Term SLIs located at a regional campus	\$475	\$400 Regional Supplement	\$875

Regional Chairs

The Employer will continue to pay the PDA to the remainder of the Regional Chairs until phased out. Once phased out these funds will be distributed to the PDA funds for Continuing, Tenured, Probationary, and Tenure-Track Members.

Regional Chairs: \$2,100 + \$400 Chair Supplement + \$800 Regional Supplement = \$3,300

ARTICLE 29: DUTIES, RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS

- 29.1 There are broad rights and responsibilities, which flow directly from academic freedom (Article 2), or from the general societal right of free expression. The Parties agree to co-operate in the defence of these rights, and in the promotion of an understanding of the responsibilities which flow from them. The Parties recognize that the nature of UNBC gives rise to the following academic rights and responsibilities, many of which can be inferred from Article 2.
- 29.2 The academic responsibilities of Faculty Members arise from their involvement in an appropriate combination of:
- (a) undergraduate and graduate teaching, advising, and supervision;
 - (b) research, scholarly, and creative activities; and
 - (c) academic, professional and University community service.
- 29.2.1 The exact distribution of these duties may vary among disciplines and may vary among individuals. Without minimizing the importance of Article 29.2(c), for the majority of Faculty Members the principal duties will be in teaching and scholarly activity listed in Articles 29.2(a) and 29.2(b) above.
- 29.3 Faculty Members are obliged to develop and maintain their scholarly competence and their effectiveness as teachers, and to perform the teaching duties allocated under the procedures outlined in Article 30. Faculty Members' teaching rights and responsibilities include the following:
- (a) to present courses which are appropriately designed and delivered, and which reflect both the current state of knowledge and the course description in the University Calendar;
 - (b) to organize and to structure appropriately classroom and laboratory activities, and to adopt reasonable means to maintain a positive learning environment, and an environment where differing points of view may be freely expressed;
 - (c) to provide students with a written course outline during the first week of classes, with a copy to the Member's Program Chair and Dean; and for graduate courses, copy the Dean of Graduate Programs. The outline shall include at least the following information:
 - (i) the name, office address, office telephone number, and weekly office hours of the Faculty Member;
 - (ii) the subject matter to be explored in the course; and
 - (iii) a list of all required assignments and examinations and the relative weight of assignments and examinations in the final assessment of student performance. A Faculty Member may consult with the class about office hours, subject matter of the course and assignments, examinations and their weighting, and provide the class, the Program Chair and Dean, copies of the course outline following this consultation;
 - (d) to be fair and objective in their relations with students and in grading of student assignments;
 - (e) to report student grades in accordance with the requirements of the Freedom of Information and Protection of Privacy legislation as amended;
 - (f) to be available for student consultations, including posting and observing a reasonable number of regularly scheduled office hours;

- (g) to meet at scheduled times with tutorial, seminar, laboratory, and lecture groups except when a change is made for valid reasons, with advance notice given where possible. Reasonable effort will be made to compensate for missed classes;
- (h) to be responsible for the preparation and grading of all examinations as required by their courses, unless the Program Chair or Dean makes other arrangements;
- (i) to submit final grades as required by their College practice and the requirements of the Senate;
- (j) to act as academic advisors in the preparation and defence of theses or projects (both undergraduate and graduate) when such theses or projects fall within the Faculty Member's scholarly expertise and where such activity is in accordance with Article 30;
- (k) to serve as external readers, chairs or members of graduate student comprehensive or thesis/dissertation oral examinations, when such service is within the Faculty Member's scholarly expertise;
- (l) to continue their professional development and to enhance and broaden their professional teaching ability; and
- (m) to carry out any other properly assigned duties related to the pedagogical programs of the University.

29.4 Scholarly, research and creative activity shall be directed to one (1) or more of the following objectives: increasing knowledge and understanding; improving the scholarly competence as a teacher; and developing students in the academic disciplines (insofar as is reasonably possible).

29.5 Each Faculty Member has a right and obligation to devote a reasonable proportion of time to research, scholarly, and creative activities. In carrying out these activities, Faculty Members are expected to meet ethical guidelines for work with animal or human subjects, to deal fairly with colleagues and students, to carry out their research in the spirit of an honest search for knowledge, and to base their findings upon a critical appraisal of available evidence and a reasoned interpretative analysis. It is also the responsibility of the Faculty Member to make the results of such work accessible to the scholarly community and to the general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means. It is the responsibility of the Employer to provide adequate facilities for scholarly and creative activities, as far as is reasonably possible.

29.6 Faculty Members have the right, with collateral Employer's agreement, to accept research grants and contracts in support of research and scholarly activity and in support of the exchange of knowledge between the University and the broader society in which it resides. The Employer shall not unreasonably refuse consent to a Faculty Member who proposes to enter into a research grant or contract. The Faculty Member has the responsibility to conduct such research in accordance with such terms and conditions as may be provided by:

- (a) the granting agency and/or research contractor;
- (b) any other terms of this Agreement as applicable;
- (c) governing legislation at a First Nations, Municipal, Provincial or Federal level; and
- (d) Senate and/or University policies and procedures.

29.7 The control of expenditures in relation to a research grant and/or research contract for which a Faculty Member holds responsibility shall take place in a manner consistent with University policy. The Faculty Member holding a research grant and/or research contract shall, for valid research

reasons, have the right to override the selection of end products and/or vendors in order to best meet the needs of that research grant and/or research contract.

- 29.8 Faculty Members shall, in their published professional or scholarly work(s), indicate their affiliation with the University and identify any reliance on the work and assistance of others.
- 29.9 Faculty Members have the right and obligation to accept a fair and reasonable share of administrative responsibilities through participation in the work of the University through membership on appropriate bodies, including: Program, School, College, Senate and University Committees. Those who have the responsibility to make such appointments shall make every reasonable effort to ensure that academic, professional, and University community service commitments are equitably shared. Faculty Members have the responsibility to be available on campus to meet administrative service responsibilities and as may be requested by the Dean for good and valid reason, subject to the Faculty Member obtaining reasonable notice and subject to the provisions of Article 29.13.
- 29.10 Faculty Members have the right to participate in the work of learned societies and professional organizations, including the Association, the Confederation of University Faculty Associations of BC, and the Canadian Association of University Teachers. When a Faculty Member's service to such societies or associations conflicts with scheduled teaching or administrative duties, the Faculty Member shall make arrangements, subject to the approval of her/his Chair or Dean, as appropriate, to make sure that those duties and responsibilities are fulfilled. A Faculty Member's service to such societies and associations shall be positively considered in the assessment for purposes of tenure and promotion, renewal and Career Development Increments of academic performance of the Faculty Member, and shall be treated in the same way as similar community service duties performed within the University.
- 29.11 In any exercise of free expression, Faculty Members have the responsibility to be explicit as to whether they are speaking in a professional capacity or as private citizens. Faculty Members will not speak on behalf of the University unless so authorized.
- 29.12 Faculty Members are not required to be present on campus to fulfil their rights and responsibilities as outlined in this Article whenever another location is more appropriate for that purpose, and their absence does not conflict with their obligations under Article 29.3. However, each Faculty Member who is not on leave shall ensure that the Program Chair is aware of how and when the Faculty Member can be contacted without undue delay, in case, for good and valid reason, the Faculty Member's presence on campus is required, in which event the Faculty Member shall return to campus, also without undue delay.
- 29.13 Notwithstanding the other provisions of this Agreement, a Faculty Member may request and the responsible Dean may grant a period of authorized absence during which time a Faculty Member is not subject to being recalled to campus, provided that during the period of authorized absence the Faculty Member has no scheduled teaching responsibilities. The Dean shall make a decision within fifteen (15) days of receiving a request for authorized absence and shall not unreasonably refuse to grant such a request. A period of authorized absence is not a leave, and the Faculty Member is presumed and expected to be at work by carrying out research, engaging in scholarly, creative, or professional activities for the academic community, or preparing for scheduled duties.
- 29.14 Members are expected to demonstrate due diligence in the exercise of their duties and responsibilities.
- 29.15 Members are expected to adhere to University policies.

29.16 **Workload Redistribution**

- 29.16.1 A Tenured or Tenure-track Faculty Member may, with the agreement of her or his Chair and the Dean, propose a redistribution of teaching, scholarship, and service workload on a temporary or ongoing basis. Normally no single category may be weighted less than twenty percent (20%) or more than sixty percent (60%) without the approval of the Provost. The workload distribution is negotiated for a three (3)-year period and may be adjusted due to changing needs of the Academic Program, or the circumstances of the Member.
- 29.16.2 Revisions to the standard expectations must be clearly delineated and approved by the Dean and Provost to reflect the additional or reduced expectations that result from the redistribution of workload in any given category. Those revised criteria and expectations will form part of the documentation used in all promotion and CDI decisions.
- 29.16.3 Normally, teaching will constitute forty percent (40%) of workload and this equates to teaching fifteen (15) SCH annually. Where teaching is reduced to twenty percent (20%), the normal annual teaching workload will be twelve (12) SCH, though a lesser amount may be assigned with approval of the Dean. Where teaching is increased to sixty percent (60%), the normal annual teaching workload will be eighteen (18) SCH, though a greater amount may be assigned with the approval of the Dean.

MEMORANDUM OF UNDERSTANDING FOR ARTICLE 29 (APPENDIX 29A)

UNBC Travel Services

Prior to any renewal of contract with its travel agent during the life of this Agreement, the University will strike a working group and invite two (2) representatives from the Faculty Association, CUPE, the Exempt Group and the Directors' Group.

The working group will be guided by these principles:

- (a) to ensure that individuals travelling on University business do not incur any personal financial hardship;
- (b) to meet the reporting requirement of the granting agencies including NSERC, SSHRC, CIHR, etc;
- (c) to ensure cost-effectiveness and flexibility in purchasing travel services;
- (d) to meet the requirements of the University's auditors; and
- (e) to ensure University and Provincial policy is followed.

The working group will provide input and recommendations to the Vice-President of Administration and Finance, including:

- (a) the designation of a travel agent(s) for the purchase of travel services; and
- (b) how to support the University to ensure the Travel Policy is upheld.

ARTICLE 30: TEACHING WORKLOAD

30.1 General Provisions

- 30.1.1 Teaching is an essential function of the University and a major component of a Teaching Member's workload. The Program Chair shall have the responsibility, after consultation with the Program and after approval by the Dean of the College, to assign teaching workload to all Teaching Members. Once the teaching workload has been finalized, it shall be the responsibility of the Teaching Member to carry out the assigned teaching duties. There is good reason for a Teaching Member's teaching workload to vary from year to year, either in the interests of the Teaching Member's career or in recognition of the needs of the University. These variations will be taken into account by the Program Chair when assigning the annual teaching workload. The Program Chair and the Dean shall also ensure that cross-Program teaching needs are taken into account. The Program Chair and the Dean of the College shall ensure that teaching workloads of Teaching Members are as fair and equitable as is reasonably possible, both within the academic unit or sub-unit in the College and between Colleges within the University, taking into account the items in Articles 29, 34, 30.3.2 and 35. Consideration shall be given to all aspects of teaching including equivalence by the Program Chair and the Dean of the College, with the responsible Dean making the final determination.
- 30.1.2 Normally, by November 1 of each academic year, the Program Chair, in consultation with the Teaching Members of the Program, shall submit to the Dean for approval a proposal for the teaching workload and teaching schedule of each Teaching Member for the forthcoming academic year. This recommendation to the Dean shall include the Chair's written reasons as to how the factors in Article 30.3.2 were considered and what adjustments, if any, the Chair recommends to the member's teaching workload assignment.
- 30.1.3 Following approval by the responsible Dean, normally by November 30 of each academic year, the Program Chair shall inform the Teaching Member in writing of the teaching assignment for the forthcoming academic year including the reasons identifying the factors in Article 30.3.2 that were considered and what adjustments, if any, the Dean has approved to the Member's teaching workload assignment. Such reasons shall be sufficient enough for the Member to respond. Within ten (10) days of such notification by the Chair, the Teaching Member may request reconsideration of that assignment by the Dean. The Dean shall consult with the Program Chair and shall render a final decision in writing within a further ten (10) days.
- 30.1.4 Changes in teaching workload should normally be made at least two (2) months before they take effect, and must always involve consultation with the Member and the opportunity to request reconsideration as per the process in Articles 30.1.1, 30.1.2 and 30.1.3. After July 1 any change in a Teaching Member's teaching workload shall take place only when a significant change in circumstances occurs, after consultation with the Teaching Member. In March each year when on-line student registration is available, the Deans will request from the ITS Department a list of Teaching Members and their assigned course sections, and will forward this list to the Association and to Program Chairs for distribution to each Member. When changes are made to a Teaching Member's teaching workload after distribution of the teaching workload list, the responsible Dean shall inform the Association in writing of the revised teaching workloads of these Teaching Members.

30.2 Aspects of Teaching

- 30.2.1 The teaching workload for each Teaching Member will be based on total contact hours of courses taught by the Member over the academic year. A Semester Contact Hour (SCH) is an hour scheduled by the Registrar and spent in instruction in lectures, laboratories, tutorials, seminars or clinical instruction per week during a traditional thirteen (13) week semester, or equivalent.
- 30.2.2 Formal teaching is any teaching in courses approved by the Dean and scheduled by the Registrar including directed readings or directed study courses.

30.2.3 Informal teaching is all other teaching, including but not limited to: supervision of the scholarly efforts of graduate or senior undergraduate students; advising students (during office hours or otherwise); and the co-ordination of the teaching effort of others, where that co-ordination involves student contact and the preparation or modification of teaching materials.

30.3 **Teaching Workload of the Member**

30.3.1 Before the adjustments identified in Article 30.3 and Article 29.16, the annual formal teaching workload shall be fifteen (15) SCHs or equivalent. When adjustments occur, the following shall apply:

- (a) none of the adjustments identified in the remainder of Article 30.3 shall cause this number to rise above eighteen (18) or as specified in Article 30.3.11;
- (b) adjustments in Article 29.16 shall not cause this number to rise above twenty-four (24); and
- (c) the annual formal teaching workload does not include any overload teaching undertaken for additional remuneration.

30.3.2 The teaching workload may be adjusted up or down. The final formal teaching workload of a Teaching Member shall be assigned by the responsible Dean. The Dean shall take into account the recommendation of the Program Chair, who shall base her/his recommendation on a variety of relevant factors, including but not limited to the following:

- (a) the teaching workload of Teaching Members in similar academic units or sub-units at other comparable Canadian universities;
- (b) the number of separate courses taught by each Teaching Member;
- (c) the number of hours of preparation, grading and administration per course. A Teaching Member will normally be assigned to teach courses that she/he has previously taught if they are to be offered, unless she/he requests otherwise;
- (d) the student enrolment in each class, and the total number of students in a Teaching Member's classes;
- (e) the number of hours of academic advising and consulting;
- (f) the level (including introductory, upper year, graduate) of each course;
- (g) the availability, or lack of, markers, laboratory assistants, or teaching assistants; and the involvement of the Member in their training and supervision;
- (h) contact hours that are required for the course but are not scheduled by the Registrar, such as field trips and clinical and practicum supervision;
- (i) additional preparation time;
- (j) the amount of research thesis, and other academic supervision of students;
- (k) responsibility for laboratory or tutorial sessions;
- (l) the relationship of teaching duties to the Teaching Member's area of expertise;
- (m) the location of the course (on or off-campus);

- (n) special factors such as filming or broadcasting of lectures, or the use of teleconferencing or production and use of web-based instruction: when a Member is assigned to develop a complete web-based course, this will be considered as the equivalent of three (3) SCH of teaching;
- (o) multiple delivery of the same course in one (1) academic year;
- (p) involvement in informal teaching;
- (q) productivity in a program of research; and
- (r) teaching-related service, including the chairing or coordination of curriculum committees and graduate programs.

- 30.3.2.1 In interpreting this Article, the Parties agree that the evaluation of teaching workload requires a judicious balancing of the Member's teaching and other responsibilities and that its provisions shall not be applied as a formula.
- 30.3.3 The Chair and the Dean may make adjustments to the Teaching Member's annual teaching workload in light of the pattern of enrolment and the number of courses taught by that Teaching Member over a three (3)-year period. In evaluating these patterns, the special needs of the Program, the University's mission and mandate, the teaching workloads of other members of the Program and the factors in Article 30.3.2 must be taken into account.
- 30.3.4 Major special responsibilities in administration or assigned service shall result in a reduction of formal teaching assigned and/or in the provision of an administrative stipend in accordance with Article 48 and/or other adjustments consistent with Article 72.1.5. Program Chairs in Programs of six (6) or more full-time Teaching Members will normally receive a six (6) SCH reduction in formal teaching, depending on the complexity of their administrative duties. Program Chairs in Programs of less than six (6) full-time Teaching Members will normally receive a three (3) SCH reduction in formal teaching.
- 30.3.5 Teaching assignments altered on short notice (two (2) months or less before the start of classes) require an extra effort, and in this case, the Chair may recommend and the Dean may grant a reduction in informal and/or formal teaching in the current or the next academic year to compensate.
- 30.3.6 Subject to Article 30.3.9, a Teaching Member is entitled to one (1) non-teaching semester in each academic year. The scheduled teaching duties shall normally be in the Fall and Winter semester of the academic year.
- 30.3.7 Subject to Article 30.3.9, assigned classes for an individual Teaching Member normally shall be scheduled in such a way as to permit twelve (12) hours to pass between the completion of teaching one (1) day and the commencement of same on the next day. No Teaching Member shall be assigned a class schedule which requires more than five (5) consecutive hours of formal teaching by the Teaching Member.
- 30.3.8 All best efforts shall be made to schedule courses to permit each Teaching Member to have at least one (1) day per week (Monday to Friday) available for research and scholarly activity during which time he or she is not expected to conduct formal teaching, except for persons with workload redistribution (Article 29.16).
- 30.3.9 A Teaching Member may, in consultation with the Program Chair and after agreement by the responsible Dean, arrange a schedule of teaching duties which does not conform to the provisions of Articles 30.3.6, 30.3.7, and 30.3.8.

- 30.3.10 Notwithstanding the other provisions of this Article a Teaching Member may, in consultation with the Program Chair and subject to the approval of the responsible Dean, arrange her/his teaching duties so that by teaching additional courses, but no more than one (1) such course per semester, the Teaching Member may have a reduced teaching workload in another semester. A record of all such agreements shall be kept in the Member's OPF and the Association shall be provided a copy of such agreements.
- 30.3.11 When a Teaching Member applies for research funding with the intention of receiving funds to pay for a replacement of some portion of his/her teaching workload, or as specified under Article 67, the Teaching Member shall consult with his/her Program Chair, and shall have the proposed alternative teaching arrangements approved by the Dean, subject to the teaching needs of the Program. Where a Teaching Member has followed these procedures, and then receives funding to allow an academic sub-unit or unit to hire a replacement for some portion of his or her teaching workload in a given year, release time from teaching shall not be unreasonably denied.
- 30.3.12 The Dean, on the recommendation of the Program Chair, taking into account the provisions of Article 30.3.2(a) may assign new Teaching Members with little prior teaching experience a reduction in their formal teaching workload during their first year at the University.
- 30.3.13 Where teaching responsibilities are assigned on a Saturday or a Sunday, a Teaching Member shall have one (1) other day each week in the semester (Monday to Friday) designated as free from assigned teaching and administrative responsibilities and would not be expected to be present at the University on that day. Teaching Members shall not be assigned Saturday or Sunday teaching responsibilities in two (2) consecutive semesters, except with their written consent. Normally, teaching responsibilities shall not be assigned on both a Saturday and a Sunday, except by written consent of the Member.
- 30.4 **Workload Redistribution: Teaching**
- In some cases Tenured or Tenure-track Members may wish to change the relative weighting of their contributions to the University in the area of teaching, scholarship and service on a temporary or ongoing basis. The process for requesting approval for a redistribution of workload is covered under Article 29.16.
- 30.5 **Transparency**
- The Parties agree that the workloads of all Teaching Members will be published on the web each year.

ARTICLE 31: LIBRARIAN MEMBERS' DUTIES, RESPONSIBILITIES AND WORKLOAD

31.1 Duties and Responsibilities

31.1.1 Librarian Members, comprising Librarians and Archivists, concern themselves primarily with the academic needs of the UNBC community. They apply their professional expertise to meeting needs related to the University's research and scholarship, teaching and learning, and service mandates. Librarian Members are expected to keep informed of trends applicable to their duties and responsibilities and have the right and responsibility to engage in professional activity to maintain currency in the profession. Librarian Members contribute to the development and implementation of strategic directions, priorities, policies, procedures, and standards for the resources and services offered by the Library.

31.1.2 The rights, duties and responsibilities of Librarian Members derive from the academic, professional and collegial nature of their work in the Library and at the University, and from their position as members of the academic community. Librarian Members' duties and responsibilities shall be an appropriate combination of:

- (a) professional practice in the University Library;
- (b) scholarly activities, professional activities, and/or innovative practice; and
- (c) academic service to the University community, the professional community, and/or the community at large.

31.1.3 The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual. Without minimizing the importance of Articles 31.1.2(b) and 31.1.2(c), for the majority of Librarian Members the principal duties shall be those noted in Article 31.1.2(a) above. The principal duties and responsibilities are to be outlined in the letter of appointment. Any subsequent change in the principal duties and responsibilities shall be agreed upon by the University Librarian and the Librarian Member through the Professional Activity Report process. If an agreement cannot be reached, the matter will be referred to the Provost.

31.1.4 A Librarian Member's normal workload shall be assigned by the University Librarian and shall consist of duties and responsibilities specified in Articles 15, 24, and 31.

31.1.5 Adjustment to the normal workload will be made when a Librarian Member, with his/her consent, undertakes a special assignment requested by the University Librarian.

31.2 Professional Practice

31.2.1 Professional practice for Librarian Members varies according to the primary responsibility of any particular Librarian or Archivist.

31.2.2 Professional practice for Librarians includes, but is not limited to, one or more of the following:

- (a) development and delivery of library academic information services;
- (b) assessing, and ensuring the preservation of information resources;
- (c) management of staff and financial resources;
- (d) development, management and evaluation of information resource collections in a wide range of formats;
- (e) provision of subject-specialized and general research services;

- (f) development and teaching of library research methods and techniques;
- (g) appraisal, acquisition, bibliographic control, storage, and preservation of information resources and collections;
- (h) development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
- (i) provision of information literacy and library curriculum development including programming, collaboration with faculty and teaching;
- (j) faculty outreach and liaison, which may include participation in research and support for scholarly communication;
- (k) evaluation, measurement and analysis of user needs and library services and resources; and
- (l) any other function normally performed by professional Librarians.

31.2.3 Professional practice for Archivists includes, but is not limited to, one or more of the following:

- (a) appraisal, selection, acquisition, preservation and accessibility of archival materials in all formats, as well as special collections materials that support the teaching and research needs of the University;
- (b) ensuring the continued availability of transferred institutional records of archival value;
- (c) supporting transmission of cultural information and historical and other research;
- (d) facilitating access to archival materials through the production of finding aids and various outreach initiatives;
- (e) performing instructional, consultative and research roles through formal and informal means of instruction;
- (f) developing and implementing archival policies and procedures;
- (g) planning, implementing, promoting, assessing, and supervising archival services and preservation strategies and initiatives;
- (h) management of staff and financial resources of the Archives unit;
- (i) assessment and acquisition of information technology applications which support the dissemination, organization, and preservation of archival information;
- (j) providing archival reference, consultation and instruction;
- (k) communicating, collaborating, and liaison with University administration, Faculty, students and public users in the identification and analysis of user needs to determine potential improvements to archival resources and services; and
- (l) any other function normally performed by professional Archivists.

31.3 **Service to the University Community, the Professional Community, and/or the Community at Large**

31.3.1 Librarian Members have the right and responsibility to accept a fair and reasonable share of assigned administrative duties through membership on appropriate bodies, including Library, Senate and University committees. Those who have the responsibility to make such appointments shall make reasonable efforts to ensure that academic, professional and University community service commitments are equitably shared. Where participation on University committees or such other bodies is by election or appointment, a Librarian Member shall be elected or appointed only with his/her consent.

31.3.2 Librarian Members may participate in the work of learned societies and professional organizations, including the Faculty Association, the Confederation of University Faculty Associations of BC, and the Canadian Association of University Teachers. A Librarian Member's service to such societies and associations shall be taken into consideration in the assessment for purposes of promotion and Career Development Increments and shall be treated in the same way as similar service duties performed within the University.

31.4 **Scholarly Activities, Professional Activities, and/or Innovative Practice**

31.4.1 In accordance with Article 31.1.3, Librarian Members devote a reasonable proportion of time to scholarly activities, professional activities, and/or innovative practice. Such activities may include, but are not limited to:

- (a) keeping current with developments and practices;
- (b) taking relevant courses;
- (c) engaging in research;
- (d) attending and/or presenting at conferences or workshops;
- (e) publishing or being in the process of publishing;
- (f) producing reports;
- (g) peer reviewing;
- (h) being a member of an editorial board;
- (i) providing guest lectures;
- (j) supervising internships and/or practicums;
- (k) producing instructional materials; and/or
- (l) preparing grant applications.

31.4.2 Librarian Members engaged in research projects have the right to apply for University support in the form of financial assistance, use of University facilities, and/or leaves of absence.

31.4.3 An individual Librarian Member shall inform the University Librarian about proposed absences for the purpose of carrying out scholarly or outside professional activity. The University Librarian and the Librarian Member shall attempt to reach agreement on the amount of time that will be accorded for such activities. If agreement cannot be reached, the matter will be referred to the Provost or designate.

- 31.4.4 The University Librarian shall not unreasonably refuse an appropriate proposal by a Librarian Member to be allowed to use a reasonable amount of regular working hours for scholarly or professional activity.
- 31.4.5 Any productivity that results from a Librarian Member's engagement in scholarly activities, professional activities, and/or innovative practice shall be taken into consideration when that Librarian Member is applying for promotion.
- 31.5 **Other Expectations**
- 31.5.1 Librarian Members are expected to demonstrate due diligence in the exercise of their duties and responsibilities.
- 31.5.2 Librarian Members are expected to adhere to University policies.
- 31.6 **Workload Redistribution**
- 31.6.1 A Librarian Member with a Continuing appointment may, with the agreement of the University Librarian propose a redistribution of professional practice, scholarship, and academic and community service workload on a temporary or ongoing basis. Normally no single category may be weighted less than twenty percent (20%) or more than sixty percent (60%) without the approval of the Provost. The workload distribution is negotiated for a three (3)-year period and may be adjusted due to changing needs of the Library, or the circumstances of the Librarian Member. The University Librarian must approve the workload redistribution plan before it can take effect. Approval by the University Librarian shall not be unreasonably refused.
- 31.6.2 The workload redistribution must be documented and taken into consideration for all promotion and CDI decisions.

ARTICLE 32: NOT USED

ARTICLE 33: REGIONAL CHAIRS: MEMORANDUM OF UNDERSTANDING

For the duration of this agreement, the Parties agree that any current or future appointment as Regional Chair will be subject to the terms and conditions of this Memorandum of Understanding and the terms and conditions of the UNBC-FA Collective Agreement unless otherwise negotiated by the Parties.

33.1 Responsibilities

33.1.1 The Regional Chairs' primary responsibilities are as academic administrators, with responsibilities that differ from those of a Program Chair (per Article 72 Program Chairs), in addition to the rights and responsibilities incumbent upon all Faculty Members as outlined in Article 29. A Regional Chair exercises certain powers of the Dean of Regional Programs which have been delegated to the Member for the management of the University's operations within a geographical region. Each Region, and the Faculty Members teaching therein, shall have a designated Regional Chair who shall be responsible, in co-operation with Program Chairs, for the administration of the course offerings in their region.

33.1.2 The Regional Chair is responsible for many aspects of the normal operation of the University within a designated region. These include making informed recommendations to the Dean of Regional Programs on a wide variety of subjects, such as identifying the teaching needs within the region. The Regional Chair oversees the normal operations and activities of the University within the region, including liaison with parties in the region interested in post-secondary education, identifying teaching resources in the region, liaison with Program Chairs, proposing an annual academic plan and appropriate budget for their region, approving expenditures from the regional budget, organizing and chairing periodic meetings of the Faculty and other Members assigned to the region concerning issues pertaining to regional operations, co-ordinating support for students in the region, directing students to academic Program advisors for curriculum and degree information, and performing other tasks as necessary for the normal and efficient running of the regional operations. The Regional Chair is expected to show academic leadership in the evolution of the regional course offerings, as well as carrying out any specific assigned tasks, consistent with this Memorandum.

33.1.3 The Regional Chair shall provide commentary on the Member's regional service to the Member's Program Chair, if appropriate.

33.1.4 The Regional Chair shall assess academic needs in the region and work with the appropriate Program Chair(s) and the Registrar to plan regional course offerings and timetables.

33.2 Teaching Workload

33.2.1 Assignment of all teaching to a Regional Chair shall be consistent with Article 30, with the understanding that the teaching workload for a Regional Chair shall be specified by the the College Dean based on the recommendation of the Dean of Regional Programs and the Program Chair and in accordance with this MOU.

33.2.2 The assignment of a teaching workload to a Regional Chair shall include consideration of the regional plan, along with the various administrative demands upon the Regional Chair. Normally, the administrative responsibilities of the Regional Chair shall take precedence over teaching, and the performance of administrative duties shall result in a reduction in teaching workload.

33.2.3 The normal teaching workload of a Regional Chair shall consist of no more than nine (9) SCH per year, if taught at the same location as the Regional Office, and no more than six (6) SCH per year if there is a distance delivery component to either course which requires physical movement between locations. In addition, provisions for the buying out of teaching credit, as stipulated in Article 30.3.11, shall be available to Regional Chairs for the purpose of facilitating their own research programs.

33.2.4 The counting of service towards sabbatical leave for Regional Chairs shall be as provided for in Article 54.2(f).

33.3 **Regional Chairs as Faculty Members**

33.3.1 The duties, rights and responsibilities of Regional Chairs as Faculty Members are outlined in Articles 29.1 through 29.4.

33.3.2 The academic responsibilities of Regional Chairs differ from Article 29.2 insofar as the principal duties of Regional Chairs will consist of academic or administrative service to the University consistent with Article 29.2.

33.3.3 Each Regional Chair has the right to devote a reasonable proportion of time to research, scholarly and creative activities as outlined in Article 29.5.

33.3.4 Articles 29.6 through 29.11 (inclusive), 29.14 and 29.15 apply.

ARTICLE 34: DUTIES, RIGHTS AND RESPONSIBILITIES OF INSTRUCTORS

- 34.1 There are broad rights and responsibilities that flow directly from academic freedom (Article 2), or from the general societal right of free expression. The Parties agree to co-operate in the defence of these rights, and in the promotion of an understanding of the responsibilities that flow from them. The Parties recognize that the nature of UNBC gives rise to the following academic rights and responsibilities, many of which can be inferred from Article 2.
- 34.2 The academic responsibilities of Instructors arise from their teaching responsibilities as set out in their letter of appointment in accordance with Article 30.
- 34.3 Instructors are obliged to develop and maintain their scholarly competence and their effectiveness as teachers, and to perform the teaching duties allocated under the procedures outlined in Article 30. The teaching rights and responsibilities of every Instructor include the following:
- (a) to present courses which are appropriately designed and delivered, and which reflect both the current state of knowledge and the course description in the University Calendar;
 - (b) to organize and to structure appropriately classroom and laboratory activities, and to adopt reasonable means to maintain a positive learning environment, and an environment where differing points of view may be freely expressed;
 - (c) to provide students with a written course outline during the first week of classes, with a copy to the Instructor's Program Chair and Dean. The outline shall include at least the following information:
 - (i) the name, office address, office telephone number, and weekly office hours of the Instructor;
 - (ii) the subject matter to be explored in the course; and
 - (iii) a list of all required assignments and examinations and the relative weight of assignments and examinations in the final assessment of student performance. An Instructor may consult with the class about office hours, subject matter of the course and assignments, examinations and their weighting, and provide the class, the Program Chair and Dean copies of the course outline following this consultation.
 - (d) to be fair and objective in their relations with students and in grading of student assignments;
 - (e) to report student grades in accordance with the requirements of the Freedom of Information and Protection of Privacy legislation as amended;
 - (f) to be available for student consultations, including posting and observing a reasonable number of regularly scheduled office hours;
 - (g) to meet at scheduled times with tutorial, seminar, laboratory, and lecture groups except when a change is made for valid reasons, with advance notice given where possible;
 - (h) to be responsible for the preparation and grading of all examinations as required by their courses, unless the Program Chair or Dean makes other arrangements; and
 - (i) to submit final grades as required by their College practice and the requirements of the Senate.

- 34.4 Any evaluation of Instructors shall give due consideration to lack of timely notification under Article 14.6 or lack of access to services or resources as outlined in Article 27.3.
- 34.5 In any exercise of free expression, Instructors have the responsibility to be explicit as to whether they are speaking in a professional capacity or as private citizens. Instructors will not speak on behalf of the University unless so authorized.
- 34.6 Notwithstanding the primary obligation of Instructors to fulfill their teaching responsibilities, the Parties recognize that Instructors may wish to devote some time to research, scholarly, and creative activities. Recognizing the benefits of such activities to UNBC, the University agrees to allow such activities to the extent that they do not interfere with the Instructors' teaching duties and responsibilities. In carrying out these activities, Instructors are expected to meet ethical guidelines for work with animal or human subjects, to deal fairly with colleagues and students, to carry out the research in the spirit of an honest search for knowledge, and to base findings upon a critical appraisal of available evidence and a reasoned analysis of their interpretation. The University recognizes the value of Instructors making the results of such work accessible to the scholarly community and to the general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.

ARTICLE 35: DUTIES, RIGHTS, RESPONSIBILITIES AND TEACHING WORKLOAD OF SENIOR LABORATORY INSTRUCTOR MEMBERS (SLIs)

35.1 There are broad rights and responsibilities which flow directly from academic freedom (Article 2), or from the general societal right of free expression. The Parties agree to co-operate in the defence of these rights, and in the promotion of an understanding of the responsibilities which flow from them. The Parties recognize that the nature of the University gives rise to the following academic rights and responsibilities, many of which can be inferred from Article 2.

35.2 The academic responsibilities of SLIs arise from their involvement in an appropriate combination of:

- (a) core professional function(s);
- (b) relevant scholarly activities and continuing professional development; and
- (c) academic, professional, University and/or the community service related to the work of the SLI.

as agreed upon under Articles 21A.8.1, 21A.12.2 and 21A.13.

35.3 Core Professional Function(s)

35.3.1 Core professional function(s) for a SLI comprise the main job duties assigned to the SLI.

35.3.1.1 The exact distribution of these duties may vary among disciplines and may vary among individuals. The core professional function(s) is to be outlined initially in the appointment letter. Any subsequent change in the core professional function(s) is to be negotiated between the SLI and his/her Chair or relevant Supervisor and must be spelled out in the Professional Activity Report.

35.3.2 The SLI's core professional function(s) is to be agreed upon in writing between the SLI and his/her Chair or supervisor and can include, but is not limited to, the following:

- (a) developing and maintaining up to date teaching infrastructure, involving research into teaching methods, equipment, software, etc.;
- (b) organizing practica, organizing internships and recruiting mentors in professional programs;
- (c) teaching courses that are appropriately designed and delivered to reflect the current state of knowledge within the discipline and the course description in the University Calendar;
- (d) organizing and structuring appropriate laboratory and classroom activities;
- (e) adopting reasonable means to maintain a positive learning environment, and an environment where differing points of view may be freely expressed in a safe manner;
- (f) providing students with a written course outline during the first week of classes, with a copy to the appropriate Dean and Program Chair or Course Co-ordinator, as necessary. The course outline, even in the instance where the SLI is acting as a Course Co-ordinator, shall include at least the following information:
 - (i) the name, office address, office telephone number, and weekly office hours of the SLI;
 - (ii) the name, office address, office telephone number, and weekly office hours of the Instructor if different from the SLI;

- (iii) the subject matter to be explored in the course; and
 - (iv) a list of all required assignments and examinations and the relative weight of assignments and examinations in the final assessment of student performance. A SLI may consult with the class about office hours, subject matter of the course and assignments, examinations and their weighting. In the instance where the course is not autonomous, this information should be duplicated in the course outline for the lecture portion of the course.
- (g) being fair and objective in their relations with students and in grading of student assignments;
 - (h) being available for student consultations, including the posting and observance of a reasonable number of regularly scheduled office hours;
 - (i) meeting at scheduled times with laboratory, tutorial, seminar, or lecture groups except in the case of change for valid reasons, with due notice where possible;
 - (j) being responsible for the preparation and grading of all examinations as required by their course, except where otherwise arranged by the Chair or Dean as appropriate;
 - (k) reporting student grades in accordance with the requirements of the Freedom of Information and Protection of Privacy legislation as amended;
 - (l) submitting final grades as required by University practice and the requirements of Senate, with the realization that in the instance that the course is not autonomous, these grades will form part of the grades submitted with the lecture portion of the course; and
 - (m) carrying out any other properly assigned duties related to the pedagogical programs of the University.
- 35.3.3 The teaching workload for SLIs shall be determined in a manner consistent with the provisions of Article 30, and with the provision that the Chair and Dean, in consultation and with the cooperation of the Member, may negotiate a change in the required Semester Contact Hour (SCH) with respect to other duties.
- 35.3.4 In cases where formal courses are not taught, teaching workload will be calculated based on workload equivalents assigned by the Chair or Supervisor. Equivalents will be constructed from annually agreed upon duties illustrated by, but not limited to, the following:
- (a) guest lectures or modules or co-teaching arrangements at the invitation of other faculty;
 - (b) lab seminars for students and staff or faculty;
 - (c) mentoring and supervising student assistant(s);
 - (d) advising students or faculty on educational or information technology, or other areas of the SLI's specialty;
 - (e) membership on graduate student committees; and
 - (f) organizing practice, organizing internships and recruiting mentors in professional programs.

35.4 **Relevant Scholarly Activities and Continuing Professional Development**

35.4.1 It is expected that SLIs will maintain and develop their professional competence as SLIs. To that end, SLIs have rights and responsibilities to engage in scholarly activities and continuing professional development. Such activities shall aim to increase knowledge, increase understanding and improve the professional competence of the SLI. Such activities may include, but are not limited to:

- (a) reading scholarly work in the discipline of the SLI;
- (b) engaging in research;
- (c) publishing laboratory manuals or other relevant documents;
- (d) taking course(s) related to their core professional duties;
- (e) attending teaching or other scholarly workshop(s); and
- (f) organizing practice, organizing internships and recruiting mentor(s) in professional programs.

35.5 **Academic, Professional, University and Community Service**

35.5.1 SLIs have rights and responsibilities to accept a fair and reasonable share of administrative duties by participating in the work of the University through membership on appropriate bodies, for example: Program, Faculty, College, and Senate Committees.

35.5.2 SLIs have the right to participate in the work of learned societies and professional organizations, including the Association, the Confederation of University Faculty Associations of B.C. and the Canadian Association of University Teachers. When a SLI's service to such societies and associations conflicts with scheduled teaching or administrative duties, the SLI shall make arrangements, subject to the approval of his/her Chair or Dean, as appropriate, to make sure that those duties and responsibilities are fulfilled. A SLI's service to such societies and associations shall be considered in the assessment of the academic performance of the SLI, and shall be treated in the same way as similar community service duties performed within the University.

35.6 **Redistribution of Workload**

35.6.1 Throughout the career of a SLI Member the conditions of Article 35 shall apply. A SLI holding a Continuing appointment, may agree with his/her Chair and the Dean to a distribution of core professional activities, scholarship, and service workload on a temporary or ongoing basis but normally no single category may be weighted less than twenty percent (20%) of more than sixty percent (60%) without the approval of the Provost. The workload distribution is negotiated for a three (3)-year period and may be adjusted due to changing needs of the Academic Program, or circumstances of the Member.

35.6.2 The revised distribution of workload must be documented and taken into consideration for all promotion and CDI decisions. Revisions to the standard review criteria and expectations must be clearly delineated and approved by the Chair, Dean and Provost to reflect additional or reduced expectations that result from the redistribution of workload in any category. These revised criteria and expectations will form a part of the documentation used in all promotion and CDI decisions.

35.7 **Free Expression**

In any exercise of free expression, SLIs have the responsibility to try to avoid ambiguities as to whether they are speaking in a professional capacity or as private citizens. SLIs should not speak

on behalf of the University unless so authorized. An indication of affiliation with the University shall not be construed as speaking on behalf of the University.

35.8

Absence From Campus

Notwithstanding the other provisions of this Agreement, a Member may request, and the Dean may grant, a period of authorized absence during which time a Member is not subject to being recalled to campus, provided that during the period of authorized absence the Member has no scheduled teaching responsibilities and the purpose of the leave is in accordance with University objectives. The Dean shall decide within fifteen (15) days of receiving a request for authorized absence and shall not unreasonably refuse such a request for authorized absence. A period of authorized absence is not a leave and shall not normally exceed ten (10) days. During such a leave the Member is presumed to be at work carrying out research, engaging in scholarly, creative, or professional activities for the academic community, or preparing for scheduled duties.

ARTICLE 36: NOT USED

ARTICLE 37: REDUCED WORKLOAD

37.1 The purpose of this Article is to allow for the reduction of workload so the Member can address temporary or permanent non academic situations.

37.2 Application and Conditions for Reduced Workload

37.2.1 An appointment with reduced workload is a change in appointment which a Member with Tenure or a Continuing appointment, may request, and the Employer may grant, which carries a reduced workload for a specified period of time.

37.2.2 A reduced workload shall normally entail the same proportional reduction in each of the components of the Member's workload as specified in Article 31 (Librarians' Workload, Duties and Responsibilities), Article 30 (Teaching Workload) and Article 29 (Rights and Responsibilities of Faculty), Article 35 (Duties, Rights, Responsibilities and Teaching Workload of Senior Laboratory Instructors), and Article 33 (Regional Chairs) as appropriate, except where the Member and the Employer agree to a variation. A reduced workload may entail a reduction in the Member's normal workload throughout the academic year or for a portion of the academic year or any combination thereof. A reduction of more than two-thirds (2/3) of normal workload or a release from all workload for more than two-thirds (2/3) of the academic year will normally not be granted. The reduced workload shall continue for a specific period of time, and shall normally begin on any July 1 or January 1 and end on any June 30 or December 31.

37.2.3 A Member shall make the application for a reduced workload in writing to the Member's Dean or University Librarian or equivalent for other Members by requesting a change from full-time to reduced workload. A copy of the application will be sent to the Association by the Member. An application for reduced workload may only be denied for good academic or administrative reasons and shall be dealt with within thirty (30) days of application. In making the decision, the University may also be guided by the reasons stated in the application.

37.2.4 The application should include proposals for:

- (a) the duration of the reduced workload;
- (b) a detailed plan of the nature of the reduction; and
- (c) any other conditions the applicant deems relevant.

37.2.4.1 The Member may include in the application any additional information including the reasons for the request.

37.2.5 The terms of a reduced workload shall be as agreed between the Employer and the Member, and the Member has the right to be represented by the Association in any discussions leading to a reduced workload.

37.2.6 No reduced workload shall take effect unless and until the Member and the Employer agree in writing to all the terms and conditions of the reduced workload. When a reduced workload is negotiated, the duration of the agreement must be specified. When the agreement has been signed, the Employer shall send a copy of the agreement to the Association within ten (10) days of signing by the Employer and the Member.

37.3 Rights of Member with Reduced Workload

37.3.1 A Member with a reduced workload has all the rights under this Agreement of a Member on full workload except as specified in the reduced workload agreement. A reduced workload shall not change the Member's rights to security of employment. Time spent on reduced workload shall

count no less than the proportion of the reduced workload as a period of service for sabbatical leave credit and requirement for tenure.

37.3.2 A Member holding a Tenured or Continuing appointment with reduced workload has all the rights associated with a Tenured or Continuing appointment as defined in this Agreement.

37.4 **Salary and Benefits**

37.4.1 For an appointment with reduced workload the Member's nominal salary shall be subject to all salary adjustments which would be applicable to that Member's salary if she/he had been on full workload. During the period of service under the reduced workload, the actual salary received by the Member shall be the pro rata proportion of the nominal salary, unless otherwise stated in the reduced workload agreement.

37.4.2 Except as provided for in this Article, or as may be negotiated between the Parties, a Member with reduced workload is entitled to full benefits related to his/her nominal salary. For non-salary related benefits during a period of reduced workload the Employer shall continue to pay its portion of the premiums for the Member's benefits. The Member has the option of making pension contributions on the basis of either his/her actual or nominal salary. In the latter case the Member may also contribute the Employer's contribution representing the difference between the Member's nominal and actual salary for as long as permitted by Revenue Canada. The Employer shall make its pension contribution on the basis of the Member's actual salary or as agreed to by the Member and the Employer.

37.4.3 The Employer and the Member may agree at the outset that the reduced workload arrangement be permanent. Non-permanent reduced workload assignment shall not normally exceed three (3) years, but renewal may be requested following the procedures in Article 37.2. An application for renewal must be made by the Member on or before October 15 of the final year of a non-permanent reduced workload assignment.

ARTICLE 38: OUTSIDE PROFESSIONAL ACTIVITIES

- 38.1 The professional expertise of Members often affords them opportunities to exercise that expertise outside their regular University duties. The Employer recognizes that outside professional activities conducted with professional and academic responsibility bring benefits to the University and enhance the professional, scholarly and scientific roles of the Member. This Article applies to both paid and unpaid professional activities that involve the application of special skills and knowledge within the Member's particular academic competence. A Member may engage in such activities subject to the following conditions:
- (a) Such activities shall not hinder the fulfilment of the Member's obligations to the University, including scholarly work, and the undertaking of a fair share of academic administration; and
 - (b) Outside professional activities shall not require the commitment of a block of time which would interfere with the Member's scheduled teaching activities.
- 38.2 A Member shall seek the opinion of the Dean in advance as to whether or not any proposed substantial outside professional activity would be viewed as conflicting or interfering with her/his obligations, duties and responsibilities. In addition, a Member shall, upon written request, make available to her/his Dean, information on the nature and scope of outside professional activities. Outside professional activities carried out and the benefits which have accrued to the University from those activities shall form a portion of the Professional Activity Report of the Member.
- 38.3 When outside professional activities would involve the use of the University's facilities, employees or services, such use shall be subject to the approval of the Dean in consultation with the Chair of the Program with which the Member is affiliated. The request for approval shall include information on the nature and scope of the outside professional activities for which support is requested. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate Employer's authority agrees, in writing, to waive all or part of the charges. When engaging in outside professional activities, the Member shall ensure that she/he does not represent herself/himself as acting on behalf of the University. The Employer will assume no liability for any action brought against a Member as a result of outside professional activities.
- 38.4 The name of the University shall not be used in any outside professional activity unless agreed, in writing, by the appropriate Employer's authority, although nothing shall prevent the Member from stating the nature and place of her/his employment, rank and title in connection with outside professional activities, provided that she/he shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.

SECTION F

INTELLECTUAL PROPERTY

ARTICLE 39: INTELLECTUAL PROPERTY POLICY

Board of Governors Approved: Motion 2007BP11/24.05

PEC Approved: October 30, 2007

FA MOU Signed: July 10, 2007

FA Ratified: October 3, 2007

1. Purpose

The term “intellectual property” (IP) means different things to different people in different contexts and environments. For example, in a legal sense, the emphasis is on ownership; in this context, IP is concerned with patents, copyrights, trademarks and the like, all of which provide legal protection for something that has real or potential commercial value. In general, common law and certain statutes and acts (e.g., Canadian Patent and Copyright Acts) are the legal means by which IP is defined and through which IP rights can be protected.

A strictly legal framework for and approach to IP rights, based closely on copyright, patent and the like, is not sufficient within an academic community where the emphasis is on the word “intellectual”. Academic community values openness, sharing of ideas, and scholarly activity, and its primary goals are to increase and disseminate knowledge.

Efforts to increase and to communicate knowledge are at the heart of academic endeavours. These endeavours may result in the creation of IP which will have rights conferred by statute and common law in Canada, and which may be eligible for rights in other countries and under international treaties. Within the University community it is important to ensure that such IP rights are properly conferred on all those who are responsible for the development of the IP, while at the same time encouraging the openness and free exchange of ideas that are essential to successful scholarship. This policy requires the contribution of all parties to be appropriately recognized. Except in certain well-defined situations, this policy provides that the ownership of IP rights rests with the creator(s) of the IP. Because of the complex interactions of members of the University in the course of their work, a chief difficulty in implementing such a policy lies in identifying the creator(s), and in determining who should share in any benefits resulting from IP. A substantial part of this policy is concerned with setting out the principles and procedures to be used in such determinations. However, a critical need that cannot be imposed, is the requirement for all parties to discuss and negotiate issues with professionalism and in good faith. Consideration has been given to standards and traditions in diverse academic disciplines. (Please refer to the Glossary of Terms at the end of this Policy).

The Parties would like to acknowledge that this policy is largely based upon the Intellectual Policy from the University of Waterloo.

Principles

Except as stipulated below, ownership of rights in IP created in the course of teaching and research activities belong to the creator(s). The exceptions are: - The University normally retains ownership of IP rights in works created as ‘assigned tasks’ in the course of administrative activities.

Owners of IP rights in scholarly works created in the course of teaching and research activities grant the University a non-exclusive, free, irrevocable license to copy and/or use such works in other teaching and research activities, but excluding licensing and distribution to persons or organizations outside the University community. Any such licensing and/or distribution activity would be authorized only by an additional license from the owner(s).

In sponsored or contract research activities, ownership of IP rights may be determined in whole or in part by the regulations of the sponsor or the terms of the contract. Participants in these research activities must be made aware of any such stipulations of the contract by the Principal Investigator, that is, the leader of the research project.

Contributions

All contributors to scholarly works should receive appropriate recognition for their contributions. Depending on the nature of a contribution, appropriate recognition can take, but is not limited to, one or more of the following forms: -

recognition as a creator · recognition through an acknowledgement or citation. The University, because of its capacity as nurturer, facilitator and/or supporter of scholarly works, should be recognized for its contributions to teaching and research activities.

Sharing of Proceeds

In the event of commercial exploitation of a scholarly work, all intellectual contributors to that work should be entitled to share in the proceeds in proportion to their contributions, unless the entitlement to share has been willingly waived through informed consent. A share in the proceeds could also be granted to other parties such as the University or financial sponsors, at the discretion of the intellectual contributors. Disclosure. Members of the University who have developed IP and intend to pursue commercialization or other opportunities, must inform the Vice-President Research or delegate, in advance and in writing, of the nature of the IP, and the intentions of the researcher(s) for it, so that he/she is aware of the activity and can respond to inquiries from external sources.

Obligations to Others

Members of the University are required to respect third-party IP rights; this precludes using pirated software, photocopied textbooks, and the like.

Collaborative Relationships

Collaborators should specify, in advance and in writing, how the process by which the rights to IP arising out of the collaboration will be determined. The determination of rights should be based on the extent and nature of the contribution, and not on differences in power. Any waiver or modification of rights requires informed written consent.

Contributors

Consistent with the Statement of Principles, all contributors to scholarly works should be recognized, regardless of their status at the University. Ownership of Works Created by Others: It is not possible for an individual to have exclusive ownership of a complete work created, in whole or in part, by others, unless IP rights have been willingly waived or assigned under informed consent by the creator(s). It is possible for the University to own exclusively, the work created by individuals.

Recognizing Contributions by the University: In meeting its role as a research and teaching institution, the University strives to provide an environment in which scholars are able to pursue their teaching and research activities. In reporting their work, members of the University should acknowledge the University as the location at which the work was done. In the spirit of collegiality, developers of IP are encouraged to recognize the University's indirect support (such as library resources, computing infrastructure), through a financial contribution.

Use of Scholarly Works on Campus: When the ownership and right to exploit a work resulting from teaching and research activities at the University rests with the creator(s), the University has an irrevocable right to copy and/or use the work for academic purposes royalty free (note: this implies that the material(s) should be sold at reasonable and justifiable costs). This has a number of consequences, including: · It allows members of the University to make royalty-free, non-commercial use of developments, creations and data that other University members have created, for teaching and research activities. Use will be subject to the presence of appropriate safeguards for IP. It does not permit a member of the University to take a scholarly work and use it to perform consultative or contract work without the express written consent of the creator(s). It does mean that if a textbook, written in the course of teaching and research activities at the University, is specified by (one of) the author(s) as a required course text, the author(s) must declare the conflict of interest arising from the situation.

When a publication is not held by a publisher at arms' length, reasonable efforts should be made to give effect to the "royalty-free use" doctrine adopted in this policy. · It does not allow for a scholarly work to be made available outside the University community without the written consent of the creator(s).

2. Authorship

Application

One of the responsibilities of researchers is the obligation to ensure that their work is published or publicly disseminated in some manner; if this is not done, it is as if the research was never performed. At the University, this responsibility is shared by all material contributors to the work. In reporting scholarly research results, all authors of a publication must examine and accept responsibility for the contents of the publication, and all members of the research team must ensure that appropriate credit be given for work done by all contributors.

This authorship section applies principally to scholarly publications, and should be adhered to by all members of the University, except in situations where adherence would be in conflict with normal practice or policy established by a discipline or professional association. If such a conflict exists, the author(s) should refer the matter to the Vice – President Research or delegate who will determine the policy to be followed in the particular case.

Theses: Theses are a special case of scholarly work. A thesis embodies the results of a student’s research program, and, especially at the graduate level, is a substantial and original piece of work. Students are the sole authors of their theses, but the work is carried out under the supervision of a faculty member. Because practices vary between and within disciplines, the amount of involvement of the supervisor in the research may also vary, from the apprenticeship or collaborative team research model, to the virtual independence of the student. Publications coming from the thesis or commercial development of the thesis work must acknowledge appropriately all contributors to the work. IP rights associated with the content of a thesis belong to the student, unless modified or waived through informed consent.

Principles

Authors of a publication comprise all, and only those individuals who have made a significant intellectual or scholarly contribution to the work reported, and without whose contribution the work would not be complete. Authors are normally listed in the order of the significance of their contributions, or in a manner consistent with disciplinary expectations. The University recognizes that attribution of authorship under these guidelines may differ significantly from attribution in accordance with the legal doctrines of patent or copyright. In exercising the rights conferred by law, authors should be aware that the determination of such rights is not affected by relative merit or the extent of respective contributions.

Interpretation

An interpretation of the principles above would normally mean that: Students are first authors of publications based on their thesis work. An administrative relationship to the investigator(s) does not merit authorship credit. Financial support is not sufficient on its own to merit authorship credit. A contributor’s status is not sufficient reason to award or deny authorship credit. Although the relative significance of contributions is often recognized in academic circles, as it is in this policy, authors should be aware that no such distinction is recognized by legal doctrines of patent or copyright in society at large. The legal determination of IP rights such as patent and copyright is not based on relative merit or the extent of contributions.

3. Collaborative Research

The University encourages researchers to share information and to work in collaboration with others, where this is likely to advance the state of knowledge. However, where collaboration occurs between University researchers and researchers at outside institutions, agencies and companies, conflict may arise between this policy and the way that IP rights are treated elsewhere. Special situations of on-campus collaboration, such as long-term research with changing members of a research team also complicate the allocation of IP rights.

Principles

All collaborative research at the University will be undertaken in a climate of informed consent. Except in the case of an assigned task, the researcher’s position at the University must not be contingent on the waiving of rights to IP. Where researchers at the University enter into an agreement which waives, limits or assigns IP rights, that

agreement must be reviewed and approved by the Vice-President Research or delegate. In cases where a collaborative research project is under way and an agreement(s) with respect to the sharing of IP rights has been established, no individual may modify the agreement without making a reasonable effort to obtain written informed consent of all other parties to the research. Where established agreements are modified which waive, limit or assign IP rights, that modified agreement must be reviewed and approved by the Vice-President Research or delegate and, if graduate students are parties to the research, the Dean of Graduate Programs. IP rights should be attributed in accordance with written negotiated agreements among the parties concerned, with due consideration given to Canadian and international law.

Interpretation

Individuals from outside the University working at the University will adhere to policies of the University for work performed on campus. It is the responsibility of the senior University collaborator(s) to inform the individual(s) of this situation. Individuals from the University working at other institutions will adhere to the policies of those institutions for research undertaken there, unless other contractual arrangements are made with the appropriate institution. On-going collaborative research presents a special problem regarding IP rights. For example, a research product may arise from research undertaken by a team whose membership changes over time. The default option presented in this policy will be employed in these situations unless researchers have willingly, through informed consent, entered into an acceptable agreement with different provisions.

Acceptable Limitations under Sponsored Research

In principle, University researchers retain ownership of their work, but where sponsored or contract research is undertaken, it may not be possible to do so. Two firm principles are that University researchers retain initial publication rights to their work, and that they adhere to the academic standards of their discipline.

Guidelines on reasonable limitations/exceptions are: Members of the University entering into a relationship which will limit their enjoyment of normal academic benefits of their research must enter into it with informed written consent.

In situations where companies or agencies that fund research retain ownership of IP generated by that research, some other academic benefit must be derived. That is, the research must support the generation and dissemination of knowledge in some other way (e.g., by funding labs that directly support other research). Whether any agreement for sponsored research will result in academic benefit to the researcher(s) and the University will be decided by the Vice -President Research or delegate in consultation with the appropriate Dean and Chair.

For graduate students, the agreement must also be approved by the Dean of Graduate Programs. In the special case where a graduate student is employed by a company in which their supervisor has any direct or indirect involvement, care must be taken to avoid situations of coercion or perceived coercion. It is the responsibility of the Dean of Graduate Programs to ensure that graduate students are made aware of this policy and the surrounding issues.

4. Copyright

Preamble

A substantial amount of material in the following is adapted from the Canadian Copyright Act, Revised 1998. Copyright is a statutory right conferred on citizens of Canada by the Canadian Copyright Act. By means of international treaties, the rights defined in the Canadian Copyright Act extend to nationals of many other countries, and protect works of Canadian nationals in those countries on a reciprocal basis. The kinds of works protected by copyright include architectural, artistic, literary (which include computer programs for purposes of copyright), choreographic, dramatic, engravings, and compilations. Copyright in material created at the University is a property right of the author(s) subject to any modification or limitation set out in this policy, or to any stipulation imposed by contractual obligations to parties external to the University.

Ownership of Copyright

The Canadian Copyright Act provides for the ownership of copyright to be vested in the employer when works are created in the course of employment except where agreement to the contrary exists. In order to give effect to this policy, and to clarify the intention of the University, the University hereby affirms that in such cases, the author is owner of copyright in works created through teaching and research activities except for the following: · Works created or modified by members of the University as assigned tasks in the course of their normal employment, and which are intended to assist in the operation, administration and/or management of the University's affairs. This includes works created, modified, or adapted as assigned tasks by members of the University in the process of course planning and administration (for example, course outlines, and final examinations). Copyright of teaching materials created by the Member shall remain with the member.

Members of the University may from time to time form groups to carry out research or other projects, the results of which may include "works of joint authorship". In such cases the group members may devise a plan, to share copyright among members of the group, or to share in any proceeds resulting from sale or licensing of the works. The University recognizes the validity of any such plan, provided it is in writing, agreed to through informed consent by all members of the group, and has been deposited in the Vice-President Research. In the absence of such a plan, revenue flowing from such situations will be determined according to the default rules outlined above.

University License

Members of the University who own copyright in works created in the course of teaching and research activities and where the works have been printed and distributed or made publicly available through, for example, the Library (subject to stipulations in external contracts), grant the University a non-exclusive, royalty-free, irrevocable license to reproduce such works for the purposes of scholarly research, teaching (including distance and continuing education courses) and administration carried on at the University. In the case of computer software, this requirement would normally be met by providing linkable object code for use within the University. The license granted herein does not confer any commercial rights to copyrighted works.

Moral Rights

In the course of using some copyright works, particularly computer programs or certain types of technical treatises, it may be desirable to modify, translate, adapt or otherwise change the works for scholarly objectives. Members of the University who use the copyrighted works of others are cautioned that the grant of license to use such works does not include a waiver of "moral rights" of the original author(s). In the Canadian Copyright Act, moral rights are infringed if a work is, to the prejudice of the honour or reputation of the author, (a) distorted, mutilated or otherwise modified; or (b) used in association with a product, service, cause or institution.

Works in Which the University Owns Copyright

In general, members of the University may make copies of works, or parts thereof, in which the University owns copyright, or has a license to make copies by virtue of the preceding section, for use in teaching and research activities. This permission does not extend to works marked confidential, or to other works which may be designated as exempt from this provision. In all cases where permission to copy University-owned works is not clear, clarification should be obtained from the Secretary of the University. When copies of University-owned material will be accessible to external parties, for example, on the Internet, such copies shall include an appropriate copyright notice, as approved by the Secretary of the University.

Copyright Materials, Including Computer Software

It often becomes desirable to license copyright material, particularly computer software, to external parties. Under this policy, a copyright owner has the following options: Option 1: undertake her or his own licensing and distribution activity in accordance with the ownership and proceed sharing policies of the University; Option 2: engage the services of an external agency to manage licensing and distribution activity in accordance with the ownership and proceed sharing policies of the University; Option 3: request the assistance of the University in the management of licensing and distribution activity. Owners of copyright who select Option 1 or 2 must inform the Vice-President Research or delegate of the licensing and distribution activity, so that he/she is aware of the activity

and can respond to inquiries from external sources. Option 3 is administered through the Vice-President Research. In all cases, it is the responsibility of the members of the University initiating licensing and distribution activities to ensure that they have the right to enter into such activities, and that there are no competing claims of authorship or copyright ownership.

5. Patents

Preamble

A substantial amount of material in the following is reproduced from A Guide to Patents by Industry Canada Patent. A patent is a document protecting the rights of the inventor(s) and a repository of useful technical information for the public. Through a patent, the government gives the inventor the right to exclude others from making, using or selling the invention from the day the patent is granted to a maximum of 20 years after the day on which the patent application is filed. The inventor(s) may use the patent to make a profit by selling it, licensing it or using it as an asset to negotiate funding. In exchange, the inventor(s) is (are) expected to provide a full description of the invention so that anyone can benefit from this advance in technology and knowledge. The Canadian Patent Office will publish the application 18 months from the earlier of: a) the filing date in Canada, or; b) the filing date abroad under an international treaty; this date is known as the "convention priority date". People may then read about, though not make, use, or sell the invention without the permission of the inventor(s). (Note: In Canada, a person may make or use the invention so long as that making or using is for experimental purposes.) Only after the patent has expired may anyone freely make, use or sell the invention.

The rights conferred by a Canadian patent extend throughout Canada, but not to foreign countries. Inventors may apply for patent rights in other countries separately. Conversely, foreign patents do not protect an invention in Canada.

Ownership of Patents Rights to a Patent

The University acknowledges that it has no direct equity in the ownership of any patent developed by a member of the University (notwithstanding that such patent might be intellectually conceived in the course of teaching and research activity), except for: any requirements imposed by contractual obligations arising from any agreement to which the inventor(s) is (are) a party or participant, or, in the case of assigned tasks, where ownership rests with the University (see 39.2). Disclosure: The inventor(s) shall at all times keep the University, through the Vice-President Research or delegate, fully and promptly informed, in advance and in writing, of all publication, issuance, rejection or abandonment of patent applications in Canada or elsewhere. University License: Any invention developed as a result of activity involving University support and/or facilities and/or equipment, shall be subject to a non-exclusive, royalty-free, irrevocable license to the University under all patents arising from the invention, but without the automatic right to exploit commercially, sub-license or sell any product or process which is patented or arises from such patented invention.

Prosecution of a Patent Individually

Preparing and prosecuting a patent application is a complex task. Inventors who choose to prosecute a patent at their own expense should seriously consider hiring a registered patent agent. Through the University: Members of the University may, at their option, submit their proposed invention to the Office of Research and Graduate Programs for consideration regarding possible financial and developmental assistance. The University retains an absolute right to determine if it wishes to offer any such assistance. If the inventor(s) choose(s) to use the assistance offered by the University, then all patent rights shall be assigned to the University, which shall thereafter deal with such rights, including any further assignment to some specialized external agency, as it deems most expedient for the obtaining of a patent(s) and possible further promotion and/or other development.

From the date of such assignment to the University by the inventor(s), the University and the inventor(s) would thereafter be responsible for the legal and other expenses and costs involved based upon a sharing agreement to be negotiated between the University and the inventor(s). Such agreement would include the understanding that the University and the inventor(s) would subsequently be entitled to recover such expenses and costs, by way of deduction from any proceeds (whether capital or income) which might thereafter be received with respect to the

assigned invention. The net remainder of any such proceeds would then be divided as indicated in the sharing agreement.

Contractual Agreement

Where proposed patents are governed by requirements imposed by contractual obligations from an agreement approved by the Vice-President Research or delegate to which the inventor(s) is (are) a party or participant, any prosecution must follow the requirements as stated in the agreement.

Determination of Inventor

All contributors to inventions should receive appropriate recognition for their contributions. Correctly naming inventors is critical, as a patent may be invalidated if naming is done incorrectly. In relation to the academic setting, patents are not the same as publications, and it is improper simply to name persons who have had some contribution.

Administration

The University and inventor, prior to the transfer of any ownership, shall agree in writing on the general nature and type of patent protection that will be sought by the University. The inventor is entitled to representation from their bargaining unit, legal advisor or others, in these discussions where they are employees of the University. Where this agreement is with a member of the Association, the Association will be notified which member such negotiations are being entered into.

General authority for the administration of patent procedures is vested in the Vice-President Research or delegate who will be responsible for establishing and implementing such guidelines and procedures as are necessary from time to time.

6. Teaching Materials

Preamble

In the context of this policy, IP generated in the course of teaching activities is generally treated in the same manner as that created through research activities. However, given the inherent nature of an academic community this section of the policy details the principles unique to teaching activities.

Principles

The creation of materials required for course management and administration, such as course outlines, and final exams is considered an assigned task, and copyright for such material is vested in the University. This does not apply to more detailed teaching materials, such as course notes, laboratory manuals, and web-based courses for which the copyright belongs to the creator. However, any of the latter material which has been printed and distributed or made publicly available should also be available for royalty-free use for teaching and research by other members of the University.

Third-Party Copyright

Some materials traditionally used in the classroom may contain copyright material from other sources. It is necessary to obtain clearance from the copyright holder before these materials may be copied.

Conflict of Interest

Conflict of interest exists when students are required to purchase teaching materials in which the instructor has a commercial interest. If the copyright is held by a publisher at arm's length, the instructor(s) must declare a conflict of interest to the appropriate department Chair(s) in accordance with Article 5 of the Agreement. If the copyright is not held at arm's length, the material should be sold at cost.

Distance and Continuing Education

Materials for use in distance and continuing education courses shall be made available to the University under contract(s) with the author(s). The terms of a typical contract will include an exclusive license for use of the materials by the University for distance and continuing education for a specified length of time, and restrictions, if any, on other uses of the materials on campus. Normally, these materials would be subject to the principle described in B. above for detailed teaching materials which have been printed and distributed or made publicly available.

7. Data Management

Preamble

This section of the policy is concerned with the ownership of, and right to use, original data collected or measured in the course of teaching and research activities involving one or more members of the University. It is not concerned with data from external sources used in research at the University, other than to observe the obligation that publications or theses using such data should recognize and fully document their source(s).

Application

In the context of this policy, the meaning of the word data is assumed to include data bases, the results of scientific measurements, the results of surveys, and the results of computational or experimental simulations, together with a documented description of the format or structure of the data set(s) which would allow a non-originator to use them. Where appropriate (e.g., in scientific experimental measurements), such documentation should also include estimates of experimental uncertainties. Note that data bases may be subject to copyright and, as such, the principles raised in this policy may also apply.

Principles

Members of the University have the obligation to protect and preserve, for a reasonable period of time (defined by the norms of the discipline), and to make available to other scholars and noncommercial users, the data on which their work is based. All collaborators in a research project which involves the collection or measurement of data should have equal access to such data for the purpose of scholarship and teaching, and a shared right of ownership of the resulting data set(s). After completion of a thesis, data on which the thesis work was based will normally be made available to other members of the University for royalty-free non-commercial use in teaching and research activities. Notwithstanding the above, members of the University have the collegial obligation to allow the owners(s) of such data a first opportunity to exploit those data for published work. After its publication in the open literature, data on which a work is based should be made available for royalty-free non-commercial use by anyone who requests it. Exceptions to these rules are allowed only when the research is subject to confidentiality requirements due to contractual arrangements with a sponsoring agency, to delays associated with patent applications, or to University policy constraints on research involving human subjects or animals. In the case of contractual limitations, all collaborators must be made aware of, and agree in advance to, such constraints.

8. Other Types of Intellectual Property

Several other kinds of IP are recognized in Canada and other jurisdictions. Among these are trademarks, integrated circuit topographies, industrial designs and plant breeders' rights. Each of these IP classes has different rules and requirements concerning appropriate protection. However, IP of these forms shall be in keeping with the philosophy of this policy. Anyone who has IP that may fit within these classes should contact the Office of Research for advice.

9. Default Arrangements for Revenue Sharing

Preamble

Generally, it is preferable for parties involved in collaborative activities to agree upon the division of any financial or other reward, generated from commercialization, prior to engaging in the research. Recognizing that it is not always

possible to reach agreement prior to the commencement of a project, this policy outlines a default mechanism which shall normally prevail if no previous written agreement has been established. This default option is in no way intended to prevent or dissuade parties from forming an agreement at any time. Such agreements should be filed with the Office of Research, and, if graduate students are involved, must be approved by the Associate Dean of Graduate Programs.

Principles

The division of revenue should be in proportion to the intellectual contribution of the researchers, irrespective of their status within the University. In the case where collaborative research has been undertaken without the prior establishment of a written agreement between all parties involved, the division of any financial or other reward generated from commercialization shall be shared equally among those who have made an intellectual contribution to the work. Except when contractual arrangements have been made through informed consent or the University has provided direct support for the development of IP (such as funding, material supplies and equipment, dedicated space, teaching relief time, or staff support), the University assumes no a priori share of revenue, ownership, copyright or other obligations for the rights to IP developed by members of the University. Reimbursement for direct support costs shall be negotiated between the University and the developers of the IP in accordance with University policy and procedures and Faculty Agreement language.

Long-Term Research

Research can often span many years and involve many researchers. The contributors to such long-term research shall share equally the proceeds from the commercialization of the IP involved where no previous written agreement exists. However, where a researcher's involvement with a project has ceased five (5) years prior to any formal commercialization process, that researcher shall normally have no claim to any revenue from that commercialization process, unless a previous written agreement exists.

10. Changes to Policy

The Parties recognize that changes in law or granting agency policy may require changes in this policy from time to time. Any changes to this policy must be negotiated and ratified in accordance with applicable provisions of collective agreements held by individual bargaining units at UNBC and/or applicable Memorandum of Understanding.

11. Dispute Resolution

Unresolved disputes under this policy are subject to review by a three (3) person panel, composed of one (1) member to be appointed by the appellant(s), one (1) member to be appointed by the Vice-President Research, and a third (3rd) member (who shall be chair) to be selected from a roster of named adjudicators previously agreed upon by the Association and University. The panel shall follow procedures consonant with natural justice and administrative fairness. Due to the technical nature of IP, the panel may seek expert opinion as required. It shall conduct a hearing and may require oral and/or written submissions. An advisor may accompany any party to the appeal. The jurisdiction of the panel will include the interpretation, application, or alleged violation of the IP policy, including whether or not the matter falls within the jurisdiction of the panel. The panel may substitute its own decision, may reverse the original decision, or may refer the matter back to the appropriate body for further consideration. The term "appellant(s)" shall be defined to include any member of the University community covered by the IP policy, and/or the Parties to this Agreement (including the University and Faculty Association). The decision of the panel with respect to application of this policy is binding upon appellants, though further recourse through other mechanisms, including, but not limited to judicial review, is available.

12. Glossary of Terms

The meanings of the terms defined below pertain specifically to this policy and may not, necessarily, reflect the legal definition. Readers should refer to the relevant legal source for complete information. Assigned Tasks. For the purposes of determining ownership of IP rights, "assigned tasks" are understood to mean job-related duties such as the preparation of memoranda, letters, administrative reports, minutes of meetings, mid-term and final

examinations, assignments, and administrative computer programs written to support the University's on-going operations. Assigned tasks would not normally include scholarly works as defined below.

Author. 1) Legal Concept: "A person who generates the actual form (words, pictures, etc.) of a work eligible for copyright"; 2) Academic Concept: The authors of a scholarly work, for example, a paper to be submitted for publication in a scholarly journal, comprise all those individuals who have made a significant scholarly contribution to the work. [Source: Legal Definition – Oxford English Dictionary, WWW Version 1.1] Collaborative research. Research undertaken by any member of the University in cooperation with another researcher from inside or outside the University.

Computer program. A set of instructions or statements, expressed, fixed, embodied or stored in any manner, that is to be used directly or indirectly in a computer in order to bring about a specific result. [Source: Canadian Copyright Act, Revised 1988]

Contributor. A person or agency who contributes to a scholarly work. Possible contributions include, but are not limited to: ideas, expression, form, design, computer code, criticism, financial support.

Copyright. "The exclusive right given by law for a certain term of years to an author, creator, composer, designer, etc. (or assignee), to print, publish, and sell [etc.] copies of her or his original work" [Source: Oxford English Dictionary, WWW Version 1.1; for the legal definition see the Canadian Copyright Act]

Create. "To make, form, constitute, or bring into legal existence (an institution, condition, action, mental produce, or form, not existing before)" [Source: Oxford English Dictionary, WWW Version 1.1].

Creators. Persons who bring into being works which are eligible for intellectual property protection (copyright, patent, industrial design, trade marks, etc.) under Canadian and/or international law. By way of illustration, creators would include authors, inventors, breeders, designers, composers, artists, architects, and the like.

Data. In the context of this policy, the meaning of the word data is assumed to include data bases, the results of scientific measurements, the results of surveys, and the results of computational or experimental simulations, together with a documented description of the format or structure of the data set(s) which would allow a non-originator to use them.

Idea. "General or ideal form as distinguished from its realization in individuals ... Figure, form, image ... Mental image, conception, notion ... A conception or notion of something to be done or carried out; an intention, plan of action ... Any product of mental apprehension or activity, existing in the mind as an object of knowledge or thought ..." [Source: Oxford English Dictionary, WWW Version 1.1].

Industrial design. Legal protection against imitation of the shape, pattern or ornamentation of an industrially produced object. [Source: A Guide to Patents, Industry Canada ISBN 0-662-20909-5, DSS Cat. No. RG 43-23/1993E]

Informed consent. Consent given by an individual who has received the information necessary to allow a considered judgment, who has adequately understood the information, and who has arrived at a decision of consent without having been subjected to coercion, undue influence, inducement, or intimidation. [Adapted from: the Council for International Organizations of Medical Sciences (CIOMS) guidelines]

Integrated circuit topography. The three-dimensional configuration of the electronic circuits embodied in integrated circuit products or layout designs. [Source: A Guide to Patents, Industry Canada]

Intellectual Property (IP) and Associated Rights. IP is a type of personal property which, by virtue of statute (an Act of Parliament) or common law (based on precedence established in court cases), has certain rights associated with it. These rights are personal rights which enables the person who holds them to do something, for example, to exclude others from practicing or doing something with the IP. Notice that the rights themselves are distinct from the IP which gives rise to them. Inventor. "Generally, anyone who contributes to the formulation and ultimate expression or reduction to practices of an invention is likely a proper inventor, although each case must be

determined separately”. Simply following instruction is not sufficient to make one an inventor. [Source: John R. Rudolph, Gowling, Strathy & Henderson, private letter, June 7, 1996]

Licensing an invention. Allowing a business or individual to manufacture and sell an invention, usually in exchange for royalties. [Source: A Guide to Patents, Industry Canada] Members of the University. Refers to faculty members), staff members, registered students and post-doctoral fellows at the University of Northern British Columbia.

Patent: A government grant giving the right to exclude others from making, using or selling an invention. A Canadian patent applies within Canada for 20 years from the date of filing of a patent application. The patent application is available to the public 18 months after [the first] filing. A patent is granted only for the physical embodiment of an idea or for a process that produces something saleable or tangible. A scientific principle, an abstract theorem, an idea, a method of doing business, or a medical treatment may not be patented, although reference should be made to a skilled practitioner to verify what is patentable. A patent may be obtained for an improvement to an existing patented invention. However, the original patent may still be in force, and an agreement with the original inventor(s) may be needed before an improved patent can be used. There are four basic criteria for patentability: it must be new; it must be useful; it must show inventive ingenuity, and not be obvious to someone skilled in that area; and be of proper subject matter. [Source: A Guide to Patents, Industry Canada] Prosecution of a patent. All the steps involved in following through on a patent application. [Source: A Guide to Patents, Industry Canada] Registered patent agent. A specialist entitled to prepare and prosecute patent applications. [Source: A Guide to Patents, Industry Canada]

Royalty. “A payment made to an author, editor, or composer for each copy of a book, piece of music, etc., sold by the publisher, or for the representation of a play.” [Source: Oxford English Dictionary, WWW Version 1.1] Royalty-free use doctrine. Implies that the material(s) should be sold at reasonable and justifiable costs. Scholarly Work: A work eligible for intellectual property protection under Canadian and/or international law which is created in the course of teaching, learning or research at the University. A list of scholarly works would include, but not necessarily be limited to: student works submitted for academic evaluation, research reports, papers prepared for publication, books, computer programs, detailed assignments, works of art, experimental data, and other academic data bases.

Trade-mark. A word, symbol or picture – or combination of these – used to distinguish goods or services of one person or organization from those of competitors. [Source: A Guide to Patents, Industry Canada] Work of joint authorship. A work produced by the collaboration of two or more authors in which the contribution of one author is not distinct from the contribution of the other author or authors. [Source: Canadian Copyright Act, Revised 1988]

13. Authority

This policy is issued under the authority of the UNBC Board of Governors.

14. Responsibility

This policy shall become a term and condition of the Faculty Association Collective Agreement between the Board of Governors, University of Northern British Columbia and the Association.

ARTICLE 40: NOT USED

ARTICLE 41: NOT USED

SECTION G

DISCIPLINE AND DISPUTE SETTLEMENT

ARTICLE 42: HARASSMENT AND DISCRIMINATION

- 42.1 The Employer's approved Policies on Harassment and Discrimination, attached as Appendix 42A and Standards of Conduct attached as Appendix 42B form part of this Agreement and apply to Members of the bargaining unit, subject to Article 42.2.
- 42.2 No changes to the Policies which affect Members shall be made without the consent of the Association through the mechanism of the Joint Consultation Committee as outlined in Article 42.7. Where a relevant policy is updated, it will replace the existing Appendices 42A, Harassment and Discrimination, or 42B, Standards of Conduct.
- 42.3 The Parties agree that allegations against a Member under any of these policies shall not be the subject of disciplinary action except where, after a formal resolution under the relevant policy, a recommendation for discipline was made.
- 42.4 Any investigations undertaken in accordance with any of the policies shall be governed by the terms of the relevant policy.
- 42.5 Any disciplinary actions taken by the Employer against a Member pursuant to a finding under any of the relevant policies shall be in accordance with Article 45B of this Agreement and are grievable pursuant to the provisions of Article 44.
- 42.6 By May 30 of each year, the President shall provide a report to the UNBC community, with a copy to the Association, which shall contain a statistical record of complaints filed under the policies and any observations with respect to the administration of the policies.
- 42.7 In all dealings with the Employer on matters governed by the policies contained in Appendices 42A or 42B Members, whether complainants, respondents, or witnesses, have the right to be represented or accompanied by, someone of the Member's choosing; at the Member's option this may be someone appointed by the Association.
- 42.8 The Parties agree that it is desirable to have common UNBC policies for all employees governing Harassment and Discrimination, and Standards of Conduct.
- 42.9 The Parties agree that the Harassment and Discrimination Policy is not intended to inhibit normal social relationships, freedom of expression or academic freedom.
- 42.10 The Parties agree that confidentiality of the identity of persons and the circumstances of the complaint under investigation must be ensured as far as is reasonably possible. Persons may be identified if the withholding of such information places any other person in physical danger.
- 42.11 The Parties agree that there shall be fair, prompt and judicious action on allegations under all appendices covered by this Article.

**APPENDIX 42A
UNBC HARASSMENT & DISCRIMINATION POLICY**

1. Statement of Principles

- 1.1 The University of Northern British Columbia is committed to providing a working and learning environment in which all students, staff and faculty are treated with respect and dignity. The University of Northern British Columbia acknowledges the right of all individuals in the University Community to work or learn without discrimination or harassment because of personal characteristics protected by the BC Human Rights Code (http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_96210_01) including race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, gender, age, sexual orientation, political beliefs or criminal or summary conviction offence unrelated to their employment.
- 1.2 Neither this policy in general, nor its definitions in particular, are to be applied in such a way as to detract from the right of faculty, staff and students to engage in the frank discussion of potentially controversial matters, such as age, race, politics, religion, sex and sexual orientation.
- 1.3 Nothing in this policy is intended to infringe upon academic freedom as specified in Article 2 of the UNBC Faculty Association Agreement. The protection afforded by this Policy is subject to exceptions under the Human Rights Code.
- 1.4 If a charitable, philanthropic, educational, fraternal, religious or social organization or corporation that is not operated for profit has as a primary purpose the promotion of the interests and welfare of an identifiable group or class of persons characterized by a physical or mental disability or by a common race, religion, age, sex, marital status, political belief, colour, ancestry or place of origin, that organization or group must not be considered to be contravening this Policy because it is granting a preference to members of the identifiable group or class of persons.
- 1.5 It is not discrimination or a contravention of this Policy to plan, advertise, adopt or implement an employment equity program that
- (a) has as its objective the amelioration of conditions of disadvantaged individuals or groups who are disadvantaged because of race, colour, ancestry, place of origin, physical or mental disability, or sex, and
 - (b) achieves or is likely to achieve that objective.
- 1.6 This Policy applies to all University students, faculty, administrators, staff members and employees, as well as contractors, their employees and agents, and guests on campus. This includes those members of the University community who are involved in the University's extension and off-campus programs, such as co-operative education, internships, clinicals, practica and student teaching.
- 1.7 Given the very nature of harassment, questions of interpretation will arise in the application of this Policy. It is the intention of this Policy, therefore, to adopt a "reasonable persons" standard in matters of interpretation and in the judgement, in particular cases, of whether harassment has occurred. That is, whether or not a behaviour or pattern of behaviour constitutes harassment is to be determined according to whether or not a reasonable member of the University community, in roughly the same position as the Complainant, would judge harassment to have occurred (given the Definitions, below).

2. **Definitions**

2.1 Complainant:

The party who brings forward an allegation of harassment or discrimination.

2.2 Respondent:

The party against whom an allegation of harassment or discrimination is made.

2.3 Complaint:

The complaint includes the initial or any subsequent complaint of harassment or discrimination and/or a complaint of retaliation.

2.4 Harassment and Discrimination Advisor:

The Harassment and Discrimination Advisor's role includes providing advice about harassment and discrimination issues; advising Complainants and Respondents about the University's Policy and Procedures for dealing with harassment and discrimination; initiating appropriate inquiries; attempting to diffuse and/or resolve complaints informally. Psychological counselling shall not be provided by the Harassment and Discrimination Advisor. The Harassment and Discrimination Advisor is an employee of the University and reports directly to the President or her/his designated person.

2.5 External Investigator:

A duly qualified investigator appointed by the university to investigate formal complaints. The investigator will be versed in due process and the standards related to harassment and discrimination.

2.6 President:

This is the President of UNBC.

2.7 Chair of the Board of Governors:

This is the Chair of UNBC's Board of Governors.

2.8 Harassment and Discrimination:

2.8.1 For the purposes of this Policy, discrimination means discrimination or harassment of a nature prohibited by the Human Rights Code of British Columbia as summarized in Section 1.1 of this Policy.

2.8.2 For the purposes of this Policy, harassment is an abuse of authority, or aggressive or threatening behaviour, where the abuse of authority or behaviour is directed at an individual because of one of the prohibited grounds summarized in Section 1.1 of this Policy.

2.8.3 Harassment may occur between people of the same and different status within the university community, and both women and men may be the subject of harassment by members of either sex, regardless of the sexual orientation of any of them.

2.8.4 Harassment may occur during one incident, or over a series of incidents which, in isolation, would not necessarily constitute harassment.

2.8.5 Discrimination may constitute a form of harassment and vice versa.

2.8.6 Behaviour covered by this Policy may occur:

- (a) at the University;
- (b) at University-related social functions;
- (c) in the course of work or study assignments outside the University;
- (d) at work-related conferences or training sessions;
- (e) during work or study related travel;
- (f) over the telephone;
- (g) over e-mail; or
- (h) elsewhere if the person harassed is there as a result of work-related responsibilities or a work related relationship or if the behaviour has an adverse effect at the work-place.

2.8.7 Examples of behaviour which constitute harassment include, but are not limited to:

- (a) creating an environment that is hostile, intimidating or offensive;
- (b) actions or written or verbal comments that could reasonably be interpreted as intending to humiliate, threaten, intimidate, blackmail, or coerce another person;
- (c) jeopardizing a person's job or undermining his or her work performance;
- (d) offering "perks" or threatening punishments to exert unwanted influence on another person;
- (e) directing derogatory or degrading remarks towards another person;
- (f) exerting unwanted physical force over another person;
- (g) assaulting or stalking another person;
- (h) displaying offensive material of a discriminatory nature;

where the behaviour is directed at an individual because of that individual's race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief, or criminal or summary conviction offence unrelated to employment.

2.9 Sexual Harassment:

For the purpose of this policy, "sexual harassment" is a specific type of harassment and is defined as one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

- (a) when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group of persons;
- (b) when submission to such conduct is made either implicitly or explicitly a condition of employment or a condition of study;

- (c) when submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual;
- (d) when such conduct has the purpose or the effect of interfering with a person's work or academic performance or creating an intimidating, hostile, threatening or offensive work or study environment;
- (e) examples of behaviour which constitute sexual harassment include, but are not limited to:
 - (i) sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;
 - (ii) leering;
 - (iii) the display of offensive material of a sexual nature;
 - (iv) sexually degrading words used to describe a person;
 - (v) derogatory or degrading remarks about a person's sex or sexual orientation;
 - (vi) sexually suggestive or obscene comments or gestures;
 - (vii) distribution or publication of written material which could reasonably be interpreted to be sexually threatening or intimidating;
 - (viii) unwelcome sexual flirtations, advances, or propositions;
 - (ix) unwelcome inquiries or comments about a person's sex life or spreading rumours about the same;
 - (x) persistent unwanted contact or attention after the end of a consensual relationship;
 - (xi) requests for sexual favours;
 - (xii) unwanted touching;
 - (xiii) verbal abuse or threats; and
 - (xiv) sexual assault.

2.10 Voluntary Consent:

- (a) Relationships between faculty and students or supervisors and subordinates are particularly susceptible to exploitation. The respect, trust and power accorded a supervisor or member of the faculty may make voluntary consent by a subordinate or student suspect. Therefore faculty and supervisors need to take extra care in their dealings with students and subordinates.
- (b) This policy is not intended to inhibit normal social relationships. A person entering into or involved in a sexual relationship with a consenting adult who will be or who is subject to that individual for evaluation or supervision should decline or terminate the supervisory or evaluative role, and inform his/her superior (e.g. Chair, Dean, Director, Vice-President) who will make appropriate alternative arrangements for the supervision and/or evaluation of that person's work. In the case of a student, an alternative supervisor may need to be appointed from another university.

2.11 Reprisal:

No person will discharge, suspend, expel, intimidate, coerce, or otherwise retaliate against a person, because that person, whether as a witness, party or in any other role, participates in good faith in the procedures under this Policy. Any such reprisal will be considered harassment under this Policy, and any person who believes he or she has been subject to reprisal should immediately seek the assistance of the Harassment and Discrimination Advisor.

HARASSMENT & DISCRIMINATION PROCEDURE

3. Choice of Procedure

3.1 Nothing in these procedures precludes any person from following any alternative complaint procedures under any Collective Agreement, Faculty Association Agreement, Exempt and Directors Employee Handbooks, university policy, or the B.C. Human Rights Code, or from initiating any other proceedings in law.

3.2 A Complainant who believes that she/he has a complaint of discrimination or harassment may want to consider discussing the complaint with the Respondent and to ask the Respondent to stop the offensive behaviour or to correct the action which resulted in discrimination or harassment, before taking any steps under this Policy.

3.3 If a Complainant chooses not to follow the process set out in Section 3.2 or if that process does not achieve a satisfactory result, the Complainant may consult with the Harassment and Discrimination Advisor.

3.4 The Harassment and Discrimination Advisor will discuss with the Complainant the complaint, this Policy and its procedures, and the courses of action open to the Complainant.

3.5 Informal complaints may be initiated by third parties, including the Harassment and Discrimination Advisor, but will not proceed through the informal or formal process without the consent of the person or persons alleged to have been harassed or sexually harassed.

3.6 The Harassment and Discrimination Advisor will maintain confidentiality with respect to the informal process except where, in the opinion of the Harassment and Discrimination Advisor, disclosure of some or all of the particulars of a complaint to the President (or Chair of the Board of Governors) is required in order to protect the wellbeing and safety of members of the University community.

4. Complaint Options

After consultation with the Harassment and Discrimination Advisor, the Complainant may choose any of the following options:

- 4.1
- (a) take no further action under this policy; or
 - (b) ask the Harassment and Discrimination Advisor to speak informally with the Respondent with a view toward reaching an informal resolution;
 - (c) request mediation;
 - (d) request formal investigation.

4.2 If the Complainant chooses to follow a procedure external to this policy, the Harassment and Discrimination Advisor will not commence an inquiry (nor continue an inquiry that has already commenced) while the external procedure is proceeding.

4.3 Where an informal agreement has been reached all parties will sign a statement of the terms of the resolution if applicable; in all cases the Advisor will ensure the resolution is documented in writing. Documentation of the resolution will be kept by the Harassment and Discrimination Advisor.

4.4 The Harassment and Discrimination Advisor will review the complaint and may decide not to proceed with either an informal or a formal resolution of the complaint where it appears that the complaint:

(a) is trivial, frivolous, vexatious, or made in bad faith; or

(b) has been fairly and satisfactorily addressed by some other legal process.

If the Harassment and Discrimination Advisor decides not to proceed with the complaint, the reason should be explained to the Complainant.

5. **Formal Mediation**

5.1 Either party may request mediation, but it will be arranged only with the consent of both parties. The mediator shall not have punitive power, but shall seek resolution of issues by mutual agreement of the Complainant and Respondent. The mediator shall be selected from a pool of suitably qualified candidates trained in alternative dispute resolution techniques that relate to the issues covered by this policy.

5.2 Both the mediator and the format of the mediation process must be acceptable to the parties.

5.3 Each party may be accompanied in the mediation process by a support person. A member of the Faculty Association may be accompanied during the mediation by a representative from the Faculty Association. A member of the CUPE bargaining unit may be accompanied during the mediation by a representative from CUPE. A member of the Exempt Employees or of the Directors may be accompanied during the mediation by a representative from their respective employee group. Each party may obtain legal counsel at his or her own expense.

5.4 Mediation will not be prerequisite to a formal investigation. Where it occurs, mediation will be conducted without prejudice to any further action by either party. If the complaint is resolved through mediation, the matter will go no further. Where a mutually acceptable resolution is reached, the parties will sign a statement of the terms of the resolution. The statement of the resolution will be provided to the Harassment and Discrimination Advisor. If mediation fails to arrive at a mutually acceptable resolution, a Complainant or a Respondent may request a formal investigation through the Harassment and Discrimination Advisor, normally within two weeks of the cessation of mediation.

6. **Formal Investigation**

6.1 Either a Complainant or a Respondent may file a written request to the Harassment and Discrimination Advisor for formal investigation under this policy.

6.2 Where the complaint involves the Harassment and Discrimination Advisor, the Complainant may make the written request to the President.

6.3 Where the complaint involves the President of the University of Northern British Columbia, the Complainant may make the written request to the Chair of the Board of Governors. If the complaint is made to the Harassment and Discrimination Advisor, the Harassment and Discrimination Advisor will inform the Chair of the Board of Governors. The Chair and the Advisor may work together to seek informal resolution.

6.4 After receipt of a request for formal investigation, the recipient of the request, in consultation with legal counsel, will select the external investigator and provide the external investigator with terms of

reference for the investigation and a proposed timeline for completing the investigation, normally within two months. The investigator will be selected from a list of potential investigators pre-approved by representatives from NUGSS, NBCGSS, CUPE, the Faculty Association, Exempt Employees, and Directors. The list of potential investigators will be reviewed by the Advisor each year to ensure ongoing availability of persons named on the list (see Section 14).

- 6.5 Prior to the commencement of the formal investigation, the Complainant will provide the external investigator with the following information about the complaint in writing:
- (a) the name of the Complainant;
 - (b) the name of the Respondent;
 - (c) a summary of the incidents that constitute the complaint.

The written complaint must be signed and dated. A copy of the written complaint will be provided to the Respondent prior to the interview with the Respondent.

- 6.6 The external investigator will interview the Complainant and the Respondent. During the interview, the Complainant and the Respondent may be accompanied by a support person. A member of the Faculty Association may be accompanied during the interview by a representative from the Faculty Association. A member of the CUPE bargaining unit may be accompanied during the interview by a representative from CUPE. A member of the Exempt Employees or Directors may be accompanied by a representative from their respective employee group.

- 6.7 The external investigator will provide the Complainant and the Respondent with the opportunity to provide the investigator with any relevant documents and with the names of witnesses whom the Complainant and the Respondent believe have information that is relevant to the investigation. The external investigator will decide whether to interview any particular witness.

- 6.8 The external investigator will prepare a confidential report setting out findings of fact and a determination as to whether this policy has been breached. Excerpts of evidence drawn from relevant documents may be integrated into the report. The report will not include appended documents but such documents will be made available to the President (or Chair of the Board of Governors) upon request. If requested by the President (or Chair of the Board of Governors), such documents will be made available to the Complainant and Respondent. A copy of the report will be provided to the President (or the Chair of the Board of Governors), the Complainant and the Respondent. The Complainant and the Respondent will treat the report as strictly confidential. Where the Complainant or the Respondent is a member of CUPE, a member of the Faculty Association, or a member of the Exempt Employees or Directors, the Complainant or Respondent may provide a copy of the report to his or her representative who will keep the copy of the report in a confidential file with access restricted to that representative.

- 6.9 Within 20 days of receipt of the confidential report from the external investigator, the President (or the Chair of the Board of Governors) shall consider the report, and provide a written decision to the Complainant (s) and Respondent(s) with a copy to the Harassment and Discrimination Advisor.

- 6.10 The President (or Chair of the Board of Governors) will retain the original investigative report in a sealed file in a locked cabinet under the care and control of the President (or Chair of the Board of Governors). The Complainant and Respondent and their representatives must destroy their copies of the report one year after any and all appeals are completed.

7. **Discipline and Remedies**

- 7.1 The President (or the Chair of the Board of Governors) may impose an appropriate sanction for the harassment or discrimination, may provide a remedy for the Complainant, or may exonerate the Respondent. Considerations affecting administrative action should include:

- (a) the severity of the harassment or discrimination;
- (b) whether the harassment or discrimination was intentional or unintentional;
- (c) whether the offence is an isolated incident or involves repeated acts of harassment or discrimination;
- (d) any mitigating or aggravating circumstances.

7.2 The President (or the Chair of the Board of Governors) may order any remedy and/or sanction deemed just and appropriate. The range of sanctions may include but is not limited to: dismissal, expulsion, suspension or public or private reprimand. The range of remedies includes, but is not limited to:

- (a) back pay;
- (b) restoration of benefits (e.g., salary, increments, promotions, fringe benefits, sick leave, shift changes);
- (c) compensation for humiliation (psychological and emotional stress, loss of self-respect and dignity);
- (d) an apology (from the employer and/or the harasser);
- (e) transfer;
- (f) punish the harasser (discipline, discharge or expulsion, or a note on the academic record);
- (g) counselling services for the Complainant;
- (h) counselling and education services for the Respondent; or
- (i) costs and reassessment of academic work.

7.3 Allegations of discrimination and harassment, including sexual harassment, against contractors, their employees and agents, and guests on campus will be dealt with by the University as potential breaches of contract, and/or may result in suspension of University privileges, such as access to the campus.

8. **False and Malicious Complaints**

Where the complaint is found by the external investigator to be false and malicious, the President (or the Chair of the Board of Governors) may impose a sanction on the Complainant.

9. **Appeals**

Appeals involving findings that result in disciplinary action against students, staff, and faculty will be carried out as follows:

9.1 In the event that disciplinary action is recommended for a student, the student has the right to appeal the action through the Senate Committee on Student Discipline Appeals, according to its regulations.

9.2 In the event that disciplinary action is taken against a faculty member, the University will follow the discipline procedure outlined in Articles 45 and 42 of the UNBC/UNBCFA Agreement, and the faculty member has the right to grieve that disciplinary action under Article 44. A harassment and

discrimination appeal will follow the same procedure as an Individual Grievance (Articles 44 and 44).

9.3 In the event that disciplinary action is taken against a staff member who is a member of the Canadian Union of Public Employees, the staff member has the right to appeal the action. Such appeal shall be subject to the Collective Agreement between CUPE and UNBC.

9.4 In the event that disciplinary action is taken against a staff member who is not a member of the Canadian Union of Public Employees, the staff member has the right to appeal the action. Such appeals shall be subject to the Redress Procedure in the Handbook for Exempt Employees.

10. **Confidentiality**

At all times, Complainants, Respondents, and persons involved in resolving complaints under this Policy have the responsibility to maintain confidentiality. Nonetheless, concerns for an individual's health, safety, and security may compel the University to disclose information about complaints. As well, other measures, such as arbitrations, court proceedings or procedures under the *Freedom of Information and Protection of Privacy Act* may require the University to release information about complaints. All participants to Harassment and Discrimination proceedings should be aware that unwarranted breaches of confidence, especially those related to false and malicious complaints, may be subject to charges of slander and libel. Unwarranted breaches of confidentiality by an employee may also result in discipline.

11. **Time Limits**

A written complaint and request for either mediation or formal investigation should be submitted within six months of the date of the last alleged incident of harassment. If the Complainant submits evidence that there is reasonable cause for an extension beyond the six months limit, the matter must be referred directly to the President (or the Chair of the Board of Governors). The President (or the Chair of the Board of Governors) may exercise discretion in waiving the limitation period. However, the onus is on the Complainant to establish a reasonable and bona fide cause for the delay, and to show that waiver of the time limitation is in the best interests of justice. The Respondent shall be given an opportunity to challenge the case for such a waiver.

12. **Education**

The University, in co-operation with the Harassment and Discrimination Advisor, will continue to provide education and training for all members of the University community addressing harassment and discrimination.

13. **Emergency Situation**

Notwithstanding any part of this policy, the President (or the Chair of the Board of Governors) may make a preliminary determination that a group or individual constitutes an immediate threat to the physical safety of a member or members of the University community. The President (or Chair of the Board of Governors) may order campus security to bar that group or person from the campus.

14. **Annual Report of Harassment and Discrimination Advisor**

In April, the Harassment and Discrimination Advisor will submit an annual report to the President. The report will include, but not be limited to, information regarding:

- (a) the number of complaints received;
- (b) a break-down as to type of complaint;
- (c) a break-down as to resolution;

- (d) a break-down as to current status as active or inactive;
- (e) a review of the list of external investigators to ensure ongoing availability of persons named on the list; and
- (f) indication of whether the Harassment and Discrimination Policy is up for review in the coming year (as per Section 15).

The report must contain no information that could be used to identify either Complainant(s) or Respondent(s). If needed the report may contain recommendations for changes to the Harassment and Discrimination Policy.

15. **Review of Policy**

Every three years, the University will review this policy and seek input from stakeholders including NUGSS, NBCGSS, CUPE, the Faculty Association, Exempt Employees, and Directors. The Harassment and Discrimination Advisor will also review the operation of this policy and procedure and periodically make recommendations for changes to the policy or procedure.

16. **Appointment of Advisor**

The President (or Chair of the Board of Governors) is responsible for appointing individuals to the role of Harassment and Discrimination Advisor in consultation with stakeholder groups (i.e., NUGSS, NBCGSS, CUPE, the Faculty Association, Exempt Employees, and Directors). There is to be a period of transition lasting about six months during which time the newly appointed Advisor works under the mentorship of the former Advisor. This transition period is intended to provide continuity and consistency in interpretation and application of the Harassment and Discrimination Policy.

ARTICLE 42B STANDARDS OF CONDUCT

SUBJECT: STANDARDS OF CONDUCT

1. Purpose

As an academic community, the University of Northern British Columbia ("University") operates on the basis of certain core values including academic freedom, freedom of expression, the advancement of human rights and the elimination of discrimination, respect for the human dignity of every person, and the maintenance of a workplace which is free from cruelty, intimidation, violence, and threats of violence. The purpose of this Policy is to identify the basic standards of conduct which the University, as an academic community, expects from each of its employees, contractors, visitors, and volunteers in order to support the University's core values. In addition, this Policy identifies the mechanism by which complaints about alleged breaches of this Policy may be brought to the attention of the University for investigation and, as appropriate, resolution. This Policy will not be interpreted or applied in a manner which restricts in any way otherwise lawful actions and activities including free speech, free inquiry, and free assembly.

2. Scope

This Policy applies to the following persons:

- a) all employees of the University at all times when they are discharging their duties and responsibilities as University employees;
- b) all contractors with the University and their employees at all times when they are discharging their contractual obligations to the University;
- c) all visitors, whether invited or uninvited, to the University at all times when they are present at the University's facilities; and
- d) all volunteers with the University at all times when they are providing services to or on behalf of the University.

The University will take reasonable steps to bring this Policy to the attention of persons identified.

3. Policy

3.1 Conduct towards Persons

3.1.1 Persons covered by this Policy are expected to avoid disrupting, whether by words or actions, the lawful activities of the University, of members of the University's community including both employees and students, and of the University's visitors.

3.1.2 Persons covered by this Policy are expected to avoid creating, whether intentionally, recklessly, or negligently, circumstances which endanger the health, safety, or welfare of another person.

3.2 Conduct towards other Living Creatures

3.2.1 Persons covered by this Policy are expected to treat animals, in the care or control of the University in conformity with all applicable legal standards and in conformity with all ethical approvals governing research using particular animals as subjects.

3.3 **Conduct towards Property**

- 3.3.1 Persons covered by this Policy are expected to treat both the University's property and that of employees and students of, and visitors to, the University with respect and to avoid conduct which will, intentionally, recklessly, or negligently result in the loss of or damage to such property.

3.4 **Complaints**

- 3.4.1 A person who wishes to complain that a person identified within this Policy has breached a standard of conduct set out in this Policy must bring his/her complaint, in a timely fashion, to the attention of the manager(s) of the employee(s) who is/are the subject of the complaint or, in the case of a person who is not an employee of the University, to the attention of the University manager with responsibility for the activity giving rise to the complaint. A complaint must be made in writing with sufficient detail that the person investigating the complaint and the person(s) who is/are the subject of the complaint can form a reasonable understanding about the event(s) which is/are and person(s) who is/are are the subject of the complaint.
- 3.4.2 On receipt of a complaint, the manager to whom the complaint has been made will investigate the complaint to determine whether or not it is well-founded.
- 3.4.3 An investigation started as the result of a complaint under this Policy against an employee of the University must be conducted in full conformity with the terms and conditions governing the employment of the employee against whom the complaint has been made.
- 3.4.4 If the manager investigating a complaint finds that the complaint is well-founded, he/she will decide what, if any, remedial measures should be taken to assist the person who made the complaint to mitigate the impact of the conduct which is the subject of the complaint and what measures, if any, should be taken to correct the conduct of the person(s) who is/are the subject of the complaint.
- 3.4.5 If the manager finds that the complaint is not well-founded, he/she will dismiss the complaint and provide both the person who made the complaint and the person who was the subject of the complaint with a brief letter confirming that the complaint has been dismissed because it was not well-founded.
- 3.4.6 There is a right of appeal to the next supervisory level for the decision arising out of 3.4.5.
- 3.4.7 Any disciplinary action on an employee of the University as the result of a complaint under this Policy is subject to any rights of appeal or grievance which the employee may have under his/her terms and conditions of employment.
- 3.4.8 An investigation started as the result of a complaint under this Policy against a person who is not an employee of the University must be conducted with due regard for principles of fairness, including the rights of a person about whom a complaint has been made to know the details of and to respond fully to the complaint, and in conformity with the terms and conditions of any contract governing that person's relationship with the University.

3.5 **Integration with Other Policies**

This Policy should be interpreted and applied in conjunction with other relevant University policies including the Harassment and Discrimination Policy, the Animal Care and Use Policy, the Code of Student Conduct, and the Emergency Response to Inappropriate, Disruptive, or Threatening Behaviour Policy, Part 4, Workplace Conduct and Violence in the Workplace of the WCB Act.

The University will not be obligated to process a complaint under this Policy if a complaint is or has been made by the same person(s) against the same person(s) about the same or a similar subject under another University policy.

3.6 **Integration with the University Act**

- 3.6.1 Nothing in this Policy interferes with the right of the President to suspend an employee of the University under Section 60 of the University Act, R.S.B.C. 1996 c. 468 as amended or the right of an employee under the same section of the University Act to appeal such a suspension to the Board of Governors.

ARTICLE 43: FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH

43.1 Fraud

43.1.1 Fraud is fabrication, falsification or plagiarism in the dissemination of research.

43.1.2 Fraud does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or assessment of data or of experimental design.

43.2 Misconduct

43.2.1 Misconduct is:

- (a) material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- (b) material failure to meet other relevant legal requirements that relate to the conduct of research;
- (c) failure to reveal any material conflict of interest to the sponsors or those who commission work or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public; or
- (d) failure to reveal to the Employer any material financial interest in a company that contracts with the Employer to undertake research, particularly research involving the company's products. Material financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees but does not include routine stock holding in a large publicly traded company.

43.3 Report of Allegations

43.3.1 (a) All allegations of fraud or misconduct in research shall be in writing, signed and forwarded to the Vice-President Research. The Vice-President Research may refer the allegations to a designate.

(b) In the first instance, the Vice-President Research or designate shall deal with the allegations in order to determine whether or not there is a need for formal investigation, ensuring the rights of the Member are respected. The Vice-President Research shall meet with the Member to discuss the nature of the allegations and allow the Member an opportunity to respond to the allegations. The Member shall be advised of her/his right to be represented by the Association and have a member of the Association present at the informal meeting. Any statements made by the individual during these discussions shall be without prejudice.

(c) If in her/his judgement the allegations have sufficient substance to warrant formal investigation, the Vice-President Research or designate shall inform the Member named in the allegations, in writing, with a copy to the Association. Otherwise, the allegations shall be dismissed, no action taken, and the entire file destroyed.

(d) The written notice in Article 43.3.1(c) shall include a full disclosure of all aspects of the allegations to allow the individual concerned an opportunity to respond.

43.3.2 The formal investigation process commences when the individual named in the allegations has received the written notice per Article 43.3.1(d). The Vice-President Research or designate shall have ten (10) days from issuing the written notice to conduct the formal investigation. The Member

shall be informed of her/his right to be represented by the Association at all meetings during the formal investigation.

- 43.3.3 The Vice-President Research or designate shall investigate the allegations promptly, fairly, judiciously and in a confidential manner, ensuring that the individual named in the allegations has adequate opportunity to know any evidence presented and to respond to that evidence if he/she chooses to do so. No person consulted by the Employer concerning the case shall be appointed as an arbitrator in any subsequent arbitration proceedings dealing with the allegations against the individual being investigated.
- 43.3.4 After investigation by the Vice-President Research or designate, a written report shall be prepared for the President for determination of whether disciplinary measures should be taken in accordance with Article 45B.1.8. A copy of the report shall be provided to the Member(s) who is the subject of the investigation, the Association, and the Provost.
- 43.3.5 After being informed of the results of an investigation, a Member shall, in all cases, have the right to meet with the President to provide explanations and to make submissions, before any disciplinary measure is taken.
- 43.3.6 If any disciplinary measure is recommended, the procedures under Articles 45B.3, 45.4, 45B.5 and 45B.6 will be followed:
- (a) Any discipline imposed on a Member for fraud or misconduct in research shall be subject to normal grievance procedures except that the parties agree that cases involving accusations of fraud and misconduct in research will proceed directly to arbitration following the informal first step in the grievance process.
 - (b) A statement from the Employer that a person was guilty of fraud or other misconduct in research shall constitute a reprimand, and, without any other formal sanctions, still constitutes discipline and may be grieved as provided in Article 43.3.6(a).
- 43.3.7 If the Employer decides after formal investigation not to proceed against the individual named in the allegations or if the arbitration decides in favour of the individual, the University shall remove all documentation from the Member's OPF and shall, at the sole discretion of the Member, destroy all the documentation except that it shall retain any arbitration report, which shall be a public document. The Employer agrees to take such steps as may be necessary and reasonable to protect the reputation and credibility of persons wrongfully accused of fraud or misconduct in research. The Parties agree that information from the formal investigation is confidential and will not be disclosed to the public without the consent of the Parties.
- 43.3.8 The Employer agrees to take such steps as may be necessary to protect the rights of Members who make allegations in good faith or whom it calls as witnesses, including as a minimum legal counsel, and other reasonable and documented legal costs should they be sued, for their participation in the formal investigation undertaken by the Vice-President Research or designate or in the arbitration proceedings.
- 43.3.9 The Employer agrees that it will take disciplinary action against those who make allegations of fraud and misconduct in research which are reckless, malicious or made in bad faith.
- 43.3.10 The Parties agree that if an accusation of fraud or misconduct in research is sustained in relation to research that is funded by an outside agency, the Vice-President Research shall inform the agency concerned of the decision. If the outside agency has been informed of the proceedings before a decision has been rendered, the Vice-President Research shall send the agency a copy of the decision of the University or the arbitration board to the agency concerned.

ARTICLE 44: COMPLAINTS, GRIEVANCES AND ARBITRATION

44.1 Complaints and Grievance Procedure

Should a dispute arise between the Association and/or a Member and the Employer, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.

44.2 Definitions in this Article

- 44.2.1 (a) A complaint is a problem raised by an individual Member (an individual complaint) or a group of Members (a group complaint) that may be resolved without reference to the formal grievance procedure.
- (b) A grievance is a dispute regarding the interpretation, operation, or application of this Agreement or any allegation that this Agreement has been violated. Without limiting the generality of the foregoing, a grievance shall include any dispute or difference arising out of perceived arbitrary, discriminatory, bad faith, or unreasonable treatment.
- (c) A grievance may be initiated by the Employer (an Employer's Grievance) or by the Association on its own behalf, or on behalf of a Member or Members (an Association Grievance).

44.3 Informal Resolution of Complaints

44.3.1 A Member who has a complaint may first present it orally or in writing to his or her Dean or University Librarian or equivalent for other Members and shall do so within sixty (60) days of the date he/she knew or ought reasonably to have known of the events giving rise to the complaint.

- (a) Where the subject matter of a complaint involves an administrator, that administrator's immediate supervisor (or designate) will investigate the complaint and shall give his/her oral or written response within ten (10) days of completion of the investigation, otherwise;
- (b) The Dean or University Librarian or equivalent for other Members will investigate the complaint and shall give his or her oral or written response within ten (10) days of completion of the investigation. The Association will be provided a copy of any written response. The Association shall have (15) fifteen days from receipt of a written response to file a formal grievance.

44.3.2 If the response to 44.3.1 is acceptable, within five (5) days of the verbal response the Member or Association may request that the response be put in writing. The individual who conducted the investigation shall give his or her written response within a further five (5) days.

44.3.3 For the application of this Article, being a supervisor is not to be regarded as being in a conflict of interest when conducting an informal resolution of a complaint unless there can be established a conflict under Article 5.

44.4 Access to Information

Any grievor shall have the right to receive from the party grieved against any information relevant to the matter in dispute. Such information shall be provided in advance of any hearing, to give the grievor time to prepare a case. However, the Employer is not normally obliged to supply copies of any internal communications from one (1) member of management to another, nor is the Association required to supply copies of any internal communications from one (1) member of the executive to another, unless such document is referred to in this Agreement. Neither Party shall be required to supply documents protected by solicitor/client privilege.

44.5 **Sequence of Steps for Association Grievances**

44.5.1 **(a) Step 1**

44.5.1.1 Except as set out in Article 44.3.1(b), the Association shall have the right, to submit a grievance within sixty (60) days of becoming aware of the events giving rise to it. The grievance shall be submitted in writing citing, where appropriate, the Articles alleged to have been violated, the representative of the Employer against whom the grievance is directed, and the remedy sought, to the Provost.

44.5.1.2 No later than ten (10) days following receipt of the grievance as per Articles 44.5.1.1 or 44.3.1(b), the Provost or his/her representative shall meet with an Association representative and the grievor(s) and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the Provost (or her/his representative), and the Association. The Provost shall, within five (5) days of the date upon which the settlement is countersigned, forward by mail a copy of the settlement to the Association. In the event that no settlement is reached within ten (10) days after the date of the first meeting, the Provost shall within five (5) days after this ten (10)-day period, forward in writing to the grievor(s) and the Association reasons for denying the grievance.

44.5.2 **(b) Step 2 (Notice to Arbitrate)**

44.5.2.1 Within ten (10) days of the date of receipt of the denial of the grievance, the Association shall have the right to forward written notice by mail to the Provost of its intention to proceed to arbitration with the grievance. A grievance not supported in writing by the Association per Article 44.5.1. shall not go to arbitration.

44.5.2.2 Where the subject matter of a grievance involves the Provost, the President of the University or his/her designate will complete the procedure for grievances as set out in Article 44.5.1.2, providing always that where the President designates someone to complete the procedure, that person shall be of equal or greater rank than the Provost.

44.5.3 **Employer's Grievances**

An Employer's Grievance shall be in writing and shall specify the Article or Articles alleged to have been violated and the remedy sought. The grievance shall be forwarded to the President of the Association within sixty (60) days of the date the events giving rise to the grievance occurred, or within fifteen (15) days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, a representative of the Association shall meet with a Employer representative and each will make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the representatives of the Association and Employer. In the event that no settlement is reached within ten (10) days of the date of the first meeting, the representative of the Association within five (5) days thereafter shall forward in writing to the Employer her/his reasons for denying the grievance. Within ten (10) days of the date upon which denial of the grievance is received the Employer shall be entitled to forward written notice by mail to the President of the Association that it intends to proceed to arbitration with the grievance.

44.6 **Arbitration**

44.6.1 All arbitration shall be by a single arbitrator agreed to by the Parties, or, failing such agreement, appointed by the Minister of Labour of the Province of British Columbia.

44.6.2 The Parties shall share equally the cost of the arbitrator, except as provided for elsewhere in this Agreement.

44.6.3 Arbitrators who undertake arbitration under this Agreement shall have sixty (60) days from the date of the end of any hearing to render a written decision.

44.6.4 Arbitrators shall have jurisdiction to order production of documents and to call witnesses.

44.7 **Time Limits**

The Parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the Arbitrator shall have the power to relieve against non-compliance with time limits.

44.8 **Technical Irregularities**

No technical violation or irregularity in the grievance and arbitration process shall prevent the substance of a grievance being heard and judged on its merits, nor shall it affect the jurisdiction of the Arbitrator.

44.9 **Burden of Proof**

In cases involving the termination of a Member's employment through dismissal for cause and in all matters of discipline pursuant to Article 45B, the burden of proof shall be on the Employer to establish just and reasonable cause.

44.10 **Costs**

In cases involving a Member's termination where there is a substantiated breach of academic freedom or substantiated discrimination, or where any disciplinary action taken under Article 45B is successfully grieved, the costs of the arbitration hearing(s) and arbitrator's fees shall be borne by the Employer.

44.11 **Duties and Powers of the Arbitrator**

44.11.1 The Arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with this Agreement.

44.11.2 Where an Arbitrator determines that a Member has been discharged or otherwise disciplined by the Employer for cause and this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as seems just and reasonable to the Arbitrator given all the circumstances.

44.11.3 Without limiting the generality of Article 44.11.2, the Arbitrator shall have the power to award compensation to individual employees even where a dispute originated as an Association grievance.

44.11.4 The Arbitrator shall have the duty and the power to adjudicate all matters in dispute including questions of whether the issue is amenable to arbitration.

44.11.5 After making full enquiry and without undue delay and in any event not more than sixty (60) days after the date the items for arbitration are communicated to an arbitrator, the Arbitrator shall make an award which shall be binding on the Parties, and that award shall be communicated, in writing, to the President of the University and to the President of the Association.

ARTICLE 45A: INVESTIGATIONS

45A.1 **General**

- 45A.1.1 The principles of natural justice pertain to all matters under this Article.
- 45A.1.2 Any complaint about a Member alleging conduct that may lead to disciplinary proceedings not covered by procedures outlined in Appendices 42A or 42B shall be in writing and submitted to the Provost, who will immediately forward to the Member's Dean or University Librarian or equivalent or designate who must first conduct an investigation as per Article 45A.2.
- 45A.1.3 Any alleged behaviour or event giving the Member's Dean or Program Chair or the University Librarian or equivalent concern that a situation exists which may lead to disciplinary proceedings against a Member shall be investigated by the Member's Dean or University Librarian or equivalent or designate, as directed by the Provost under Article 45A.1.2.
- 45A.1.4 It is understood that a properly conducted investigation shall not constitute a disciplinary action, and as such is not grievable.
- 45A.1.5 In all dealings with the Employer on matters of discipline including meetings and investigations preceding discipline, the Member shall have the right to be accompanied by someone of the Member's choosing; at the Member's option, this may be someone appointed by the Association.
- 45A.1.6 All complaints about a Member alleging conduct that may lead to disciplinary proceedings or actions preceding discipline shall be copied to the Association.
- 45A.1.7 If a Member is unable to act on his/her own behalf because of a bona fide medical disability, he/she may be represented by an advocate.

45A.2 **Investigations**

- 45A.2.1 In conducting any investigation, the Dean or University Librarian or equivalent shall:
- (a) communicate in writing any complaint to the Member within six (6) days after learning of the complaint, with confidentiality safeguards where appropriate;
 - (b) provide the Member with an opportunity to respond to the complaint, by meeting or by submission of materials, or both;
 - (c) respect all provisions of this Agreement;
 - (d) notify the Member as promptly as is reasonable of the reasons for and the nature of the investigative action being undertaken;
 - (e) inform the Member of the results of the investigation within six (6) days of such results being known; and
 - (f) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless such confidentiality places a Member or any other person at risk.
- 45A.2.2 After being informed of the results of an investigation, a Member shall, in all cases, have the right to meet with the Dean or University Librarian or equivalent, to provide explanations and to make submissions, before any disciplinary measure is imposed.

- 45A.2.3 Where a Dean or University Librarian or equivalent or designate believes that third party mediation would be efficacious, he/she will recommend that course of action.
- 45A.2.4 After proper investigation by the Dean or University Librarian or equivalent, a written report shall be submitted to the Provost, with a copy provided to the Member(s) who is the subject of the investigation, and the Association. The Provost shall forward his/her recommendation to the President as appropriate.

Article 45B: DISCIPLINE

45B.1 General

45B.1.2 The principles of natural justice pertain to all matters under this Article.

45B.1.3 All disciplinary measures are grievable. In all cases the burden of proof is upon the Employer.

45B.1.4 The Parties support the principle of progressive discipline and will make their best effort to:

- (a) bring unacceptable conduct as in Appendices 42A and 42B to the attention of the Member in a manner that will assist the Member to correct his behaviour; and
- (b) provide a reasonable time for the Member to correct the conduct in question.

45B.1.5 A Member may be disciplined only for just and reasonable cause. Such disciplinary action shall be just and appropriate to the seriousness of the violations.

45B.1.6 A Member may not be disciplined for violation of a rule, regulation, or instruction unless that rule, regulation, or instruction:

- (a) is reasonable;
- (b) does not contravene the provisions of this Agreement; and
- (c) has been promulgated and communicated by the appropriate authority.

45B.1.7 Medical disability shall not be cause for reprimand, suspension, or dismissal. Cases involving the inability of a Member to perform duties by reason of illness or disability shall be treated separately from cases for disciplinary measures. If illness or disability is proven, leave shall be granted under the sick leave and/or long term disability provisions of this Agreement.

45B.1.8 In exceptional cases, where the University believes a Member's actions might normally warrant discipline, but believes that these actions may be due to illness or disability and the Member has not sought medical advice, the University may require that she/he undergo a medical examination by a physician(s) designated by the University.

- (a) If the Member in such a case challenges the determination of the physician, the advice of a second physician of the Member's choice shall be obtained; and
- (b) If the physicians disagree, the Parties to this Agreement shall agree to an additional physician, who shall adjudicate and decide on the matter.

45B.1.9 If a Member is relieved from duties pending the outcome of the physician examining procedures above, the Member shall receive full salary and benefits.

45B.2 Action Preceding Discipline

45B.2.1 Before any disciplinary measure is imposed, the Member, Dean, University Librarian or equivalent or designate will have the opportunity to resolve the complaint using alternative dispute resolution processes, including where possible the services of a mediator.

45B.2.2 When the alleged cause is deficiency in the performance of workload duties the Member must be accorded a reasonable opportunity to correct the deficiency before any disciplinary measure is imposed.

45B.2.3 When the alleged cause is of a type for which a separate institutional policy forms part of this Agreement, the procedures of such policy will be followed. The outcome of procedures outlined in Appendices 42A or 42B may result in disciplinary action against a Member. Where this is the case, the processes for application of disciplinary actions shall be in accordance with Article 45B.

45B.3 **Discipline**

45B.3.1 All disciplinary action shall be initiated within thirty (30) days of the notification referred to in Article 45A.2.1(e).

45B.3.2 The only disciplinary measures that may be taken by the Employer are the following:

- (a) a letter of reprimand;
- (b) suspension with pay;
- (c) suspension without pay; or
- (d) dismissal for cause.

45B.4 **Letters of Reprimand**

45B.4.1 When the President is satisfied that a letter of reprimand is required, the letter shall be sent by receipted registered mail or equivalent. A letter of reprimand must be clearly identified as a disciplinary measure, and must contain a clear statement of the reasons for imposing discipline. A copy of the letter of reprimand will be placed in the Member's OPF.

45B.4.2 Any Letter of Reprimand or other record of disciplinary action placed in a Member's OPF shall be removed upon the request of the Member after three (3) years from the date when the action was taken unless the conduct that was the subject of the disciplinary action has been repeated within such three (3)-year period.

45B.5 **Suspension**

45B.5.1 Suspension is the act of the Employer in relieving a Member of all or a portion of her/his University duties, and/or privileges, and/or compensation, for cause.

45B.5.2 When the President is satisfied that there is cause to justify that a Member be suspended, the President shall give written notification to the Member by receipted registered mail or equivalent of the dates of commencement and termination of the suspension and the conditions of the suspension, together with a written statement of the reasons. The President shall forward a copy of the notification to the Association and place it in the Member's OPF.

45B.6 **Dismissal for Cause**

45B.6.1 Dismissal for cause means the termination of a Member's appointment by the University of the Member, as follows:

- (a) for Tenured Members or Continuing Members before retirement, or
- (b) for Tenure-track or for all other Members, before the end of their appointment contract.

45B.6.2 When the President is satisfied that there is cause to dismiss a Member, the President shall forthwith notify the Member by receipted registered mail or equivalent of her/his intention to proceed to the Board of Governors with a recommendation for dismissal with a detailed written statement of reasons for the recommendation. Upon approval of the Board of Governors a letter of dismissal shall be sent to the Member with a copy to the Association.

45B.6.3 Layoff, as provided for in Articles 9 and 10 of this Agreement, is not dismissal for the purposes of this Article. Dismissal for unsatisfactory performance as provided for in Article 21 is not a disciplinary matter and not covered by this Article.

45B.7 **Action Subsequent to Notification of Reprimand, Suspension, or Dismissal**

45B.7.1 If, within twenty (20) days of receipt of the written notice of reprimand, suspension or dismissal, the Member grieves, and the grievance proceeds to arbitration, the following procedures shall apply:

- (a) Pursuant to Article 44.6 (Arbitration), the Parties agree that a single arbitrator shall be utilized, and that both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most sixty (60) days from the end of the hearing; and
- (b) In the case of suspension without pay, the Employer shall continue to pay the Member's salary, salary increases and benefits until the decision of the Arbitrator is received. If the grievance is dismissed by the Arbitrator, the suspension without pay shall be imposed and served.

45B.7.2 **Criminal Charges and Conviction**

The Parties recognize that action of a Member may result in disciplinary action or criminal action or both. The Parties further recognize that a criminal charge or conviction is not in itself necessarily grounds for discipline or dismissal. Any disciplinary action which follows from the event(s) that gave rise to the charge or conviction or from the charge or conviction in itself shall be subject to all the protection of this Agreement.

45B.8 **Emergency Powers**

45B.8.1 The President may exercise emergency powers to relieve a Member of some or all of the Member's duties, and remove some or all of the Member's privileges, by written notice, only when:

- (a) an investigation which may lead to the imposition of discipline on the Member is underway; and
- (b) the President has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to another person or to the property of the institution.

45B.8.2 The exercise of these emergency powers is not deemed to be a suspension for the purposes of this Article, and shall be grievable with respect to Article 45B.7.1(b) as provided for in Article 44.

ARTICLE 46A: NO STRIKE OR LOCK-OUT

46A.1 In accordance with the Labour Relations Code, there shall be no strike or lockout while this agreement is in effect.

ARTICLE 46B: STRIKE/LOCK-OUT PROTOCOLS

46B.1 Members' Rights during Strikes by another Bargaining Unit

46B.1.1 A Member shall have the right to refuse to cross a legal picket line of another bargaining unit at any one of the University campuses. The exercise of this right shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

46B.1.2 Members shall not perform the work of striking employees nor handle the work normally performed by other employees during any dispute between those employees and the Employer.

ARTICLE 47: JOINT CONSULTATION COMMITTEE (JCC)

- 47.1 The Parties agree to establish a Joint Consultation Committee within fourteen (14) days of the signing of this Agreement.
- 47.2 The JCC shall be composed of two (2) representatives and alternate of the Employer and two (2) representatives and alternate of the Association. A quorum shall be four (4) members.
- 47.3 The JCC shall be chaired jointly by one of the representatives of the Association and one of the representatives of the Employer who shall together be responsible for preparing and distributing the agenda and minutes of the meetings.
- 47.4 Appointments to the JCC shall be for the lifetime of this Agreement.
- 47.5 The JCC shall not have the power to add to or modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or Employer with the general aim of ensuring that this Agreement is administered in a spirit of co-operation and mutual respect, and shall seek the timely correction of conditions which may give rise to misunderstandings. In light of this objective, this Article does not preclude the occurrence of informal meetings between representatives of the Association and the Employer to attempt to resolve differences that may arise from time to time.

SECTION H

COMPENSATION AND BENEFITS

ARTICLE 48: COMPENSATION

48.1 Nominal Salary for Members

- 48.1.1 Nominal salary is the annual salary rate of a Member engaged in full-time employment with the University, excluding any stipends, allowances, or awards. The salaries of Members employed on a full-time basis for less than an academic year shall be pro-rated on the basis of their nominal salary.
- 48.1.2 Floors and ceilings for the nominal salaries for each of the academic ranks (Lecturer, Assistant Professor, Associate Professor, and Professor) and floors and ceilings for each of the Librarian ranks (Librarian I, II, III, and IV) and floors and ceilings for each of the levels of Senior Laboratory Instructor (SLI I, II, III) will be established as described in Appendix 48.A. Normally, no nominal salary at any rank shall exceed the ceiling, nor be below the floor, except that salaries already above the ceiling shall not be adjusted downwards. The parties recognize and accept that market conditions may arise which require the University, on application by a member or member designate, to offer a stipend in excess of the applicable nominal salary, called a "Market Differential", in order to maintain the viability of a Program. The Market Differential shall be agreed upon by the Provost and the member or member designate in conformity with the terms of the University's Market Differential Policy ("Policy"), as amended from time to time. The Policy does not form part of this collective agreement. The amount of any market differential granted by the Provost will be stated and identified as such in a letter from the Provost to the Member or Member designate. A market differential may be reduced in conformity with the provisions of the Policy.
- 48.1.3 Adjustments to nominal salary shall normally take effect on July 1 of each year.
- 48.1.4 Except where fixed elsewhere in this Agreement, the nominal salary at appointment shall be determined by the Dean or University Librarian, in negotiation with the employee and, in the case of Faculty Members, upon recommendation by the appropriate Program Chair(s). The determination of this salary shall be according to the criteria of Article 48.1.2, it being understood such criteria include market differentials.
- 48.1.5 When a Member's initial nominal salary upon appointment is greater than the value of four (4) Career Development Increments (CDIs) above the floor for the rank, the awarding of subsequent CDIs in accordance with Article 21 will have an annual value of one (1) until the Member reaches the ceiling for that rank.
- 48.1.6 Except in accordance with the provisions of Articles 48.1.8 and 48.1.10, total increase to the nominal salary of each Member shall be the sum of:
- (a) Career Development Increment (CDI);
 - (b) adjustments resulting from changes to scale or GWI; and
 - (c) anomaly adjustment (Article 49).
- 48.1.7 Except where fixed elsewhere in this Agreement, a CDI shall be awarded annually for satisfactory performance of a Member's responsibilities. The decision to award or withhold a CDI shall be made per Article 21. The actual amount of the CDI shall be according to the tables in Appendices 48B, 48C, 48D and Article 48.1.5. For the duration of this Agreement, a CDI unit shall be one thousand one hundred eleven dollars (\$1,111).
- 48.1.8 Upon promotion, a Member's nominal salary shall be adjusted on July 1 by the greater of:
- (a) the floor for the new rank on July 1 as in Appendix 48A, or

- (b) the sum of the value of the Member's current salary as at June 30 after any anomaly adjustment plus the sum of two (2) CDI units.

48.1.9 If the initial appointment of a Member is made in the period January 1 through June 30, the Member shall not receive a CDI on the July 1 immediately following the date of appointment. Similarly, a Member receiving an appointment on July 1 in any year shall not receive a CDI upon appointment. In this case, the Member's salary during the first year shall be that negotiated under Article 48.1.4.

48.1.10 Adjustments to scale are adjustments to all current, nominal salaries of Members in Tenured, Tenure-track, Continuing, Probationary, and Regular Term appointments.

48.1.11 The appendices of this Article represent the progression of nominal salary for Members starting at the current salary floor and ending at the current ceiling, and receiving CDIs according to Appendices 48B, 48C and 48D.

48.1.12 The actual annual salary paid is the sum of the nominal salary, and any additional salary as determined in Article 48.2 or Article 48.4.

48.2 **Stipends**

48.2.1 Program Chairs shall receive an annual stipend of five thousand dollars (\$5,000).

48.2.2 The Parties may agree to other stipends.

48.3 **Paid Overload Teaching**

A Teaching Member may, with the consent of the Dean, teach a course or courses in addition to her/his normal teaching assignment. This usually will occur in order to staff summer session courses. The remuneration for this shall be based on the Semester Contact Hour rate specified in Article 48.5.

48.4 **Salary for Other Members**

48.4.1 Members in an Instructor I appointment shall receive a nominal salary that is the product of the number of Semester Contact Hours assigned and the SCH rate given in Article 48.5.

48.4.2 Members in an Instructor II appointment shall receive an annual nominal salary of 1.1 times the salary given in Article 48.4.1.

48.4.3 Members in an Instructor III appointment shall receive an annual nominal salary of 1.2 times the salary given in Article 48.4.1.

48.4.4 Members in an Instructor IV appointment shall receive an annual nominal salary of 1.3 times the salary given in Article 48.4.1.

48.4.5 Members with Regular Term appointments shall negotiate their salary at the time of appointment. However, such salaries should be commensurate with the salaries of those Members with similar qualifications, who hold Tenured or Tenure-track appointments, and must be consistent with the floor and ceiling amounts given in Appendix 48A. At the start of the second (2nd) and each subsequent year of a multi-year Regular Term appointment, the salary increment shall be determined in the same manner as it is determined for Tenured and Tenure-track Faculty Members.

48.4.6 Members with Visiting appointments shall negotiate their compensation package, including any possible increments.

48.5 **Remuneration for Part-time Instruction**

Members on Part-time Term appointments shall be compensated on the basis of the number of the Semester Contact Hours (SCH) assigned to the Member. The amount paid per SCH (the SCH rate) commencing July 1, 2015 shall be two thousand two hundred and fifty seven dollars and thirty-six cents (\$2,257.36), the amount paid per SCH (the SCH rate) commencing May 1, 2016 shall be two thousand two hundred and sixty seven dollars and fifty-two cents (\$2,267.52) and the amount paid per SCH (the SCH rate) commencing July 1, 2016 shall be two thousand three hundred and one dollar and fifty-three cents (\$2,301.53). Retired Faculty Members per Article 19.3.2 will be remunerated at one and a half (1.5) times the rate. To each course taught within a College, the Dean, following the principles of Article 30.3.2, shall assign a fixed number of SCHs which shall reflect the actual amount of effort required to deliver the course. If the Member has sole responsibility for delivering the course, the number cannot be less than the number of credit hours attached to the course, but may be more. In the case of a shared teaching responsibility, the Dean shall make appropriate adjustments in the determination of a Member's share of effort. The decisions of the Dean in these determinations are grievable under Article 44.

48.6 **Salary Compression**

The Parties agree that salary compression will be dealt with through the salary anomalies process (Article 49).

48.7 **Frequency of Pay**

The net annual salary, including stipends, shall be paid in pro-rated portions at bi-weekly intervals.

48.8 **General Wage Increase Adjustment Schedule:**

July 1, 2014	0%
July 1, 2015	1.5%
May 1, 2016	Economic Stability Dividend
July 1, 2016	1.5%
May 1, 2017	1.0% + Economic Stability Dividend
July 1, 2017	1.5%
May 1, 2018	1.0% + Economic Stability Dividend
July 1, 2018	1.5%
May 1, 2019	2.0% + Economic Stability Dividend

APPENDIX 48A

Floors and Ceilings

July 1, 2015 (1.5 %)

Lecturer	\$55,393.34	\$68,425.62
Assistant	\$65,030.25	\$83,394.46
Associate	\$79,085.20	\$103,965.01
Professor	\$96,064.17	open
Librarian I	\$58,252.31	\$64,176.07
Librarian II	\$61,911.08	\$70,797.25
Librarian III	\$71,123.58	\$80,009.75
Librarian IV	\$78,758.88	\$96,530.18
SLI I	\$54,869.74	\$60,201.66
SLI II	\$59,866.82	\$71,122.50
SLI III	\$69,128.37	\$80,384.05

May 1, 2016 (0.45%) Economic Stability Dividend

Lecturer	\$55,642.61	\$68,733.54
Assistant	\$65,322.89	\$83,769.74
Associate	\$79,441.08	\$104,432.85
Professor	\$96,496.46	open
Librarian I	\$58,514.45	\$64,464.86
Librarian II	\$62,189.68	\$71,115.84
Librarian III	\$71,443.64	\$80,369.79
Librarian IV	\$79,113.29	\$96,964.57
SLI I	\$55,116.65	\$60,472.57
SLI II	\$60,136.22	\$71,442.55
SLI III	\$69,439.45	\$80,745.78

July 1, 2016 (1.5 %)

Lecturer	\$56,477.25	\$69,764.54
Assistant	\$66,302.73	\$85,026.29
Associate	\$80,632.70	\$105,999.34
Professor	\$97,943.91	open
Librarian I	\$59,392.17	\$65,431.83
Librarian II	\$63,122.53	\$72,182.58
Librarian III	\$72,515.29	\$81,575.34
Librarian IV	\$80,299.99	\$98,419.04
SLI I	\$55,943.40	\$61,379.66
SLI II	\$61,038.26	\$72,514.19
SLI III	\$70,481.04	\$81,956.97

Note: Floors and Ceilings for Ranks after July 1, 2016 will be inserted into the Collective Agreement through Memorandum of Understanding.

APPENDIX 48B

THE AWARDING OF CAREER DEVELOPMENT INCREMENTS - FACULTY MEMBERS

In accordance with Article 21 and 48.1.5, the awarding of CDIs will be as follows:

1. **Lecturer:** two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) year of employment at rank and one (1) CDI will be added on subsequent July 1's until the ceiling for Lecturer is reached;

Assistant Professor: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Assistant Professor is reached;

Associate Professor: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Associate Professor is reached;

Professor: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will be added on subsequent July 1's.

APPENDIX 48C

THE AWARDING OF CAREER DEVELOPMENT INCREMENTS – LIBRARIAN MEMBERS

In accordance with Article 21 and 48.1.5, the awarding of CDIs will be as follows:

1. **Librarian I:** two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) year of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Librarian I is reached;

Librarian II: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Librarian II is reached;

Librarian III: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Librarian III is reached;

Librarian IV: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Librarian IV is reached.

APPENDIX 48D

THE AWARDING OF CAREER DEVELOPMENT INCREMENTS – SENIOR LABORATORY INSTRUCTORS

In accordance with Article 21 and 48.1.5, the awarding of CDIs will be as follows:

1. **Senior Laboratory Instructor I:** two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) year of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Senior Laboratory Instructor I is reached;

Senior Laboratory Instructor II: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Senior Laboratory Instructor II is reached;

Senior Laboratory Instructor III: two (2) CDI will be added to a Member's nominal salary on July 1 of the second (2nd) and third (3rd) years of employment at rank and one (1) CDI will added on subsequent July 1's until the ceiling for Senior Laboratory Instructor III is reached.

APPENDIX 48E

Economic Stability Dividend

Definitions

1. In this Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C.2000]c.23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the ninth (9th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/2016 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget - Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year - Real GDP published for the previous calendar year;

- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 - Forecast GDP for calendar 2015/16;
- (ii) November 2016 - Real GDP published for calendar 2015/16;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

ARTICLE 49: SALARY ANOMALIES

- 49.1 The purpose of a salary anomaly review is:
- (a) to correct anomalies in Members' full-time salaries, taking into consideration salaries paid to Members at this University of comparable qualifications, experience and accomplishments; and
 - (b) to correct employment equity anomalies.
- 49.2 The salary anomaly review does not cover salary differences created by the policy on market differential.
- 49.3 The Salary Anomalies Committee will determine its own procedures and methodology to assess salary anomalies within each review year. This review will determine if the current methodology provides the relevant data.
- 49.4 A Salary Anomalies Committee shall be created for the purpose of reviewing once every three (3) years, relevant data resulting from application of the methodology. In addition, the committee shall consider any other Member or Association nominated applications for anomaly corrections. The next meeting of the Salary Anomalies Committee shall be in the 2015/2016 academic year.
- 49.5 The Employer shall facilitate the work of the committee by obtaining and providing data (per Article 4) and other appropriate assistance.
- 49.6 The committee shall consist of two (2) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) chair of the committee jointly appointed by the other four (4) members.
- 49.7 The committee shall make recommendations to the Provost with respect to anomaly adjustments to correct anomalies as determined in Article 49.4. Recommendations may include, but are not limited to, the following:
- (a) date of anomaly adjustment; and/or
 - (b) amount of anomaly adjustment; or
 - (c) no adjustment.
- 49.7.1 The Provost will provide in writing to the Member the decision with respect to the review of individual cases in Article 49.4.
- 49.8 No persons shall have their salaries reduced as a result of this Article.

ARTICLE 50: PENSIONS AND BENEFITS

50.1 The University-wide Benefits Committee is responsible for reviewing the benefit plans and fee structures with representation from all employee groups. The Association shall appoint a member elected from the Association. Eligibility for benefits under this Article is limited to full-time Members unless otherwise indicated.

50.2 **Tuition Waiver**

Members, their spouses (including common-law spouses and same-sex spouses and partners) and dependent children (including step-children) shall be entitled to a one hundred percent (100%) waiver of the tuition fee for eligible UNBC courses except those that are offered on a cost recovery basis. Ineligible courses and programs include the UNBC MBA Program, courses offered by the UNBC Continuing Education Program, and courses offered by the UNBC Human Resources Training and Development Program where fees are not paid one hundred percent (100%) by the Human Resources Department. Tuition waivers shall be treated in accordance with applicable Canada Customs and Revenue Agency guidelines on the reporting of taxable benefits. This Article does not apply for appointees under Article 14.2(d).

50.3 **University Facilities and Resources**

50.3.1 The University shall make every reasonable effort to provide sufficient parking at equitable rates for all Members, including the provision of a reasonable number of spaces with electrical outlets for block heaters for those Members who wish to pay for that service. During the term of this Agreement, parking fees will not be increased without prior consultation with the Association.

50.3.2 The University shall provide Members with computer resources that include a free connection from their on-campus location to UNBC's computer system which shall include a free connection to internet services on campus. From time-to-time, as technological changes dictate, the Joint Committee shall meet to update this provision.

50.4 **General Liability Insurance**

The University shall maintain appropriate General Liability Insurance for Members in the course of exercising their duties and responsibilities at both on and off campus sites.

50.5 **Workplace Accommodation**

50.5.1 Prior to negotiation of work load with a Member with a partial disability, the University will explore whether the Member's need for accommodation could be met through provision of appropriate equipment or services similar to those provided to students with disabilities.

50.5.2 A Member needing to request a reasonable and justifiable short term alteration of regular working conditions in situations where consideration of altering working conditions falls outside of the scope of Article 50.5.1 or specific LTD requirements, shall be referred to the policies on alteration of working conditions (Appendix 50A).

50.5.3 **Member Benefit Plans**

50.5.3.1 The terms and levels of benefits in effect as of the ratification of this Agreement are defined by legislation and by the Group Insurance Plan policy. During the term of this Agreement, the University agrees to maintain the existing benefits plans listed in Article 50.6.2, except as they are modified by this Agreement, or except as, with the consent of the Association, improvements are made to benefits provided to Members under these plans. All changes will be extended to Members as of the effective date of the change.

- 50.5.3.2 For the purposes of this Agreement the benefit plans, in addition to the Medical Services Plan of BC include the following as per the Benefits Handbook approved by the Benefits Committee:
- (a) Basic Life Insurance;
 - (b) Optional Life Insurance;
 - (c) Accidental Death and Dismemberment Insurance;
 - (d) Long Term Disability Insurance;
 - (e) Extended Health Care;
 - (f) Dental Care;
 - (g) Optional Accidental Death and Dismemberment Insurance;
 - (h) Optional Spousal Life Insurance;
 - (i) Employee and Family Assistance Program. In exceptional circumstances Members may exceed the normal limit of twelve (12) hours, at the request of the Member to the University and with the recommendation of the EFAP provider; and
 - (j) Medical Service Travel Fund of fifteen thousand dollars (\$15,000) in each year of the Agreement (see Article 50.11).

50.5.3.3 Responsibilities for the payment of these benefit premiums shall remain as the responsibilities existed on January 1, 1995.

50.6 **Eligibility of Dependents Residing Outside British Columbia**

50.6.1 Members with dependents residing outside of British Columbia, but within Canada shall be allowed to enrol those dependents in the Dental Care Plan and the Extended Health Care Plan as if the dependents resided in British Columbia.

50.6.2 Where dependents reside outside of British Columbia but within Canada and are enrolled in the provincial health care plan of the province of residency, the Member shall, upon presentation of receipts for the cost of such coverage, be reimbursed for the premium cost of the dependent coverage in the appropriate provincial health care plan. Reimbursement shall be made in arrears on a quarterly basis and shall not exceed the amount which the University would otherwise contribute for dependent coverage under the Medical Services Plan of BC.

50.6.3 The Member shall provide satisfactory proof of dependent status of the persons to be covered under this provision at the time coverage is applied for.

50.7 **Information and Reporting**

50.7.1 The University agrees to supply the Association with:

- (a) a copy of the master policy of each of the plans specified in Article 50.6.2; and
- (b) copies of all correspondence between the University and the carriers of the respective plans which pertain to dividends or other performance rebates.

50.7.2 The University agrees to report to the Association, in such a way as to not breach confidentiality of individuals, all problems arising with respect to the application of these plans to the Membership.

50.7.3 The University shall provide all Members with information with respect to the benefit plans in force. Such information shall be provided each year by July 1, and by the effective date of any changes in those plans.

50.8 **Pensions**

50.8.1 The University of Northern British Columbia Pension Plan in effect as of January 1, 1995 forms part of this Agreement.

50.8.2 All Instructor Members who have served two (2) continuous years of full-time service and all full-time Members are eligible to become enrolled in the University of Northern British Columbia Pension Plan on the first day of the month coinciding with or following their first (1st) day of employment with the University.

50.9 **Reimbursement for Travel Costs**

The Parties agree that, consistent with the University's policies and Article 6 (Existing Practices), the current policy of reimbursing Members for travel costs incurred in performing assigned duties shall continue for the lifetime of this Agreement. In particular, when a Member has assigned duties at two (2) or more distinct geographical locations, the Member shall be reimbursed for those reasonably incurred travel costs that exceed costs that would be incurred were the Member commuting to only a single site.

50.10 **Travel Support for Regional Faculty Members**

Regional Operations will establish a fund to support a regional Member's travel to the Prince George campus to address research and professional development. For every full-time non-Tenured Member and Tenure-track Member, two (2) trips per semester will be supported. For every Tenured Member, one (1) trip per semester will be supported.

50.11 **Medical Service Travel Fund (Article 50.5.3.2(j))**

50.11.1 **Preamble:**

The Parties acknowledge that on occasion Members of the Association may be required to travel outside of their Prince George or regional campus communities (as applicable) to seek medical treatment. The Parties have agreed to create a Medical Service Travel Fund (herein called the "Fund") to assist Members of the Association in offsetting costs associated with this travel.

50.11.2 **Eligibility:**

Subject to the criteria outlined below, all employees eligible for membership in the Association shall be eligible to access the Fund.

50.11.3 **Coverage/Expenses:**

50.11.3.1 **Included Coverage/Expenses:**

- Reasonable transportation costs (see Article 50.11.3.1.1) incurred by private vehicle, bus, rail, ferry or scheduled air for the patient and an Attendant.
- There is no age limit for patients requiring an accompanying adult (ie. Attendant) but the reason for the Attendant must be of a medical and not a personal nature. The exception to this is for young children where reasonableness shall determine who qualifies as a "young child."

- If a private automobile is used instead of commercial transportation, reimbursement will be at the current UNBC rate in effect at the time to a maximum of return economy airfare.
- Airport Improvement fees may be included as reimbursable expenses.
- Airport limousine service and taxi fees may be included as reimbursable expenses to a maximum of sixty five dollars (\$65) per claim.
- If an employee chooses to rent a car at the destination, a maximum of sixty five dollars (\$65) per claim will be reimbursed.
- Accommodation and meals in a commercial establishment for the patient and, if certified necessary by the attending physician, for an Attendant, before and after medical treatment is reimbursable up to a maximum of one hundred twenty five dollars (\$125) per night for accommodation and as per the current UNBC per diem rates for meals. The length of pre and post treatment accommodation stays shall be consistent with direction from the attending physician.

50.11.3.1.1 The most economic mode of transportation must be used in keeping with the attending physician's medical advice and the patient's comfort. Transportation will not be provided to points beyond British Columbia and Alberta, unless approved in advance by the Human Resources Department.

50.11.3.2 **Excluded Coverage/Expenses:**

- dental treatments or services except for dental surgery performed by a member of the College of Dental surgeons;
- procedures considered not medically necessary by the Medical Services Plan of BC;
- transportation to destinations outside British Columbia or Alberta unless approved in advance by the Human Resources Department;
- expenses for an Attendant deemed not medically necessary by the attending physician except if the patient is a young child (reasonableness will determine who qualifies as a "young child");
- expenses without receipts except for automobile mileage reimbursement and meal per diems;
- expenses that are reimbursed from any other source; and
- expenses which are not specifically listed as being covered.

50.11.3.3 **Criteria:**

In order for expenses to be considered the following criteria must be met:

- the attending physician or dentist believes that medically necessary treatment is not available locally;
- the referral is to the nearest major centre equipped to provide the required and recommended treatment;
- the treatment is performed by an M.D., a licensed chiropractor or physiotherapist, or a member of the Provincial College of Dental Surgeons; and

- expenses associated with the medical service travel are incurred as soon as is practical from the referral date.

50.11.3.4 **Fund Value:**

50.11.3.4.1 There is fifteen thousand dollars (\$15,000) available in each year of the agreement for the Fund.

50.11.3.4.2 The Parties agree that the fifteen thousand dollars (\$15,000) referenced will be pro rated for partial years. Any excess in this Fund will be carried forward to the next period/year.

50.11.3.5 **Claims and Fund Distribution:**

- Cheque Requisition Forms are available in the Finance Department.
- Claims are to be submitted directly to the Human Resources Department by the first (1st) Friday in January after New Years Day for each year.
- Receipts for all eligible expenses and the referral letter from the referring/referred Medical Physician or Surgeon must be submitted with the completed claims form.
- The Fund will be distributed at the end of each period/year by dividing the total available for that period/year by the total dollar value of eligible claims. For example if fifteen thousand dollars (\$15,000) is available and claims total thirty thousand dollars (\$30,000), then each claim would be reimbursed at fifty cents (\$0.50) on the dollar ($\$15,000/\$30,000 = \0.50).
- A committee consisting of one (1) University representative and one (1) Association representative shall review all claims to determine eligibility. Decisions of the committee are final and both members of the committee will sign off on the claims.
- As these reimbursements are considered taxable benefits, the University will withhold applicable deductions from the payments and report the amounts on the employee's T4 in the appropriate year.

Appendix 50A

Procedures for Faculty Members to Request Alteration of Regular Working Conditions

The University is committed to supporting a healthy workplace environment, and the application of these procedures will be considered in conjunction with Article 50.5.2 “Workplace Accommodation” (UNBC Faculty Agreement).

Short-term Alteration of Working Conditions:

Under reasonable circumstances, a faculty member may need to request short term alteration of regular working conditions (i.e. alteration of hours of work, teaching schedule, etc.) that normally would not exceed the period of a semester and is not directly related to a LTD claim. Requests should be made in writing by the faculty member to the appropriate Dean, with a copy to the Program Chair. The Dean will have the authority to either grant or deny the request. If the request is granted, the Dean will outline the working conditions that will be altered and the affected semester or period of time. The Dean will inform the faculty member of his decision to grant or deny the request in writing prior to the commencement of the altered work period, and will provide a copy to the Program Chair.

Long-term Alteration of Working Conditions:

Due to a medically recognized condition, a faculty member may need to request long term or permanent alteration of regular working conditions not directly related to a LTD claim. Faculty members should obtain the form entitled “*Faculty Request Form for Alteration of Working Conditions*” from the Human Resources Advisor (Office of the Provost) and have an attending Physician complete and authorize the form. The form must then be returned to the Human Resources Advisor (Office of the Provost), who will forward the form to the appropriate Dean. The Dean will meet with the faculty member to discuss options for alteration of working conditions. The faculty member may seek advice or support from the Association, and the Dean will consult with the Benefits Administrator in the Human Resources Department during these discussions. The Dean may also request that the University seek a second opinion related to this matter from a physician of its choice prior to any final decision to alter working conditions. If the Dean, in consultation with the Benefits Administrator, determines that working conditions will be altered, and once the conditions have been agreed upon by the Dean and faculty member, the Dean will inform the Program Chair and forward the “*Faculty Request Form for Alteration of Working Conditions*” to the Benefits Administrator to be filed in the faculty member’s confidential benefits administrative file.

If the Dean, in consultation with the Benefits Administrator, determines that there is not reasonable evidence to consider long-term alteration of working conditions, the Dean may choose to either recommend a short-term alteration of working conditions and the terms, or deny the request. The Dean will inform the faculty member in writing of his decision, and forward a copy to the Program Chair.

*Document approved by JC: February 15, 2007
Document prepared by Office of the Provost*

University of Northern British Columbia
Faculty Request Form for Alteration of Working Conditions

Employer Request:

The following employee has requested long term or permanent alteration of normal working conditions as the result of a medical condition, and we would respectfully request confirmation of the employee's condition.

Name of employee

Title and Program

Employee Authorization:

I hereby authorize the release to UNBC of the information requested below.

Employee's signature

Date

Attending Physician Statement:

Please confirm your patient is suffering from a medically recognized condition (*there is no requirement to provide the specific diagnosis*):

Treatment Dates:

- Date of first visit for current medical condition

- Date of other visits related to this medical condition

- Date of most recent visit related to this medical condition

Treatment:

- Is patient following a recommended treatment program? Yes ____ No ____ (*If no, please elaborate*)

Restrictions:

- What are the patient's occupational limitations?

Accommodation(s):

- What work alternation(s) are recommended as a result of the employee's condition?

Prognosis:

- Prognosis for complete medical recovery.

We would appreciate any additional comments that would help us better understand your patient's medical condition:

Name of Attending Physician (*please print*) _____ **Specialty** _____

Address: _____

Signature: _____ Date: _____

NB: Please be aware that the University may also seek a second opinion related to this matter from a physician of its choice.

When completed, please forward this form marked “Personal & Confidential” to the attention of:

Human Resources Advisor, Office of the Provost
University of Northern British Columbia
3333 University Way
Prince George, BC V2N 4Z9

Tel: (250) 960-5630
Fax: (250) 960-5791
Email: plourded@unbc.ca

ARTICLE 51: RELOCATION OF TENURE-TRACK, TENURED, PROBATIONARY AND CONTINUING MEMBERS

- 51.1 The Employer will assist new Tenure-track, Tenured, Probationary and Continuing Members to relocate to begin employment at the University. Relocation assistance is intended to assist new Members in the costs of physical removal of their family and personal effects from their place of domicile at the time of their appointment to the University. It is not intended to cover a variety of sundry items arising from the relocation, such as legal fees, commissions on the sale or purchase of property, medical cost associated with immigration, duty on articles brought into Canada, rentals, cleaning services, storage of furniture, losses on the sale of assets, or any other expenses not directly related to the physical move. In order to receive relocation assistance, the Tenure-track, Tenured, Probationary and Continuing Member will obtain three (3) quotes from moving companies and submit these to the Employer. The Employer will normally pay the least expensive quote directly to the moving company. The Employer is taking advantage of moving rates offered by the Canadian Association of University Business Officers (CAUBO). Members are asked to obtain quotes from moving companies using the CAUBO rates.
- 51.2 The Employer will assist existing Tenure-track, Tenured, Probationary and Continuing Members to relocate when their work assignment within the University causes them to relocate more than one hundred kilometres (100 km).
- 51.3 A Tenure-track, Tenured, Probationary or Continuing Member as described in Article 51.2 will be provided the cost of a one-way direct economy airfare, unless a return airfare is less expensive, to assist in her/his personal relocation. Automobile travel by direct route will be paid at the authorized University rate plus moderate costs of food and lodging for a reasonable number of driving days. Reimbursement for automobile travel, however, will not exceed the costs which would have been incurred had economy airfare been used as noted in this Article.
- 51.4 A Tenure-track, Tenured, Probationary or Continuing Member will be provided the cost of one-way direct economy airfare, unless return airfares are less expensive, to assist in personal relocation of the Member. Automobile travel by direct route will be paid at the authorized University rate plus moderate costs of food and lodging for a reasonable number of driving days. Reimbursement for automobile travel, however, will not exceed the costs which would have been incurred had economy airfare been used as noted in this Article. It is intended that, where applicable, this benefit will be extended to members of the Member's immediate family.
- 51.5 The Employer will reimburse the cost of one (1) house-hunting trip for a new Tenure-track, Tenured, Probationary or Continuing Member upon presentation of receipts for economy airfare and hotel accommodations. Meal per diems will be paid at the current University rate. Normally a house-hunting trip will include a Member and his/her spouse or partner and be three (3) days in duration. Exceptions must be applied for before the trip is authorized by the Provost.
- 51.6 If a Tenure-track, Tenured, Probationary or Continuing Member resigns his/her position at the University within twenty-four (24) months of beginning employment, the Tenure-track, Tenured, Probationary or Continuing Member will reimburse the Employer for the relocation assistance received on a pro-rated basis.
- 51.7 **Term Members**
- 51.7.1 Full-time Term Members shall be reimbursed to a maximum of five thousand dollars (\$5,000) of the actual cost of relocation to the University on presentation of receipts.
- 51.7.2 If a Term Member resigns his/her position at the University prior to the end date stipulated in the employment contract, the Member will reimburse the University for the relocation assistance received on a pro-rated basis.

ARTICLE 52: NOT USED

ARTICLE 53: CHILDCARE

- 53.1 The University recognizes that high quality childcare is desirable to enable parents to participate fully in the life of the University.
- 53.2 The Parties recognize that a viable childcare facility exists and is supported by the Employer. The Employer shall maintain its support at the levels in effect on the date of ratification of this Agreement.

SECTION I
LEAVES

ARTICLE 54: SABBATICAL LEAVE

- 54.1 Sabbatical leaves are to serve the objectives and goals of the University by providing Tenured Faculty Members with a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations. The Employer recognizes that sabbatical leaves also assist Tenured Faculty Members to improve themselves academically by engaging in continued research, professional experience, or intellectual renewal. While sabbatical leaves are available to Faculty Members, they are not granted automatically. Proposals for sabbatical leave projects shall clearly identify either the expected impact of the project on the scholarly or creative productivity of the Faculty Member or the expected impact of the project on the pedagogical programs at UNBC.
- 54.2 Tenured Faculty Members are entitled to apply for sabbatical leaves, and are eligible to be on sabbatical leave on the following basis:
- (a) Application for a sabbatical leave of twelve (12) months at eighty percent (80%) of salary (which includes base nominal salary and market differential stipend and/or CRC salary stipend) or for a sabbatical leave of six (6) months at one hundred percent (100%) of salary (which includes base nominal salary and market differential stipend and/or CRC salary stipend) shall reflect six (6) years of full-time credited academic service at the University;
 - (b) Application for a sabbatical leave of six (6) months at eighty percent (80%) of salary (which includes base nominal salary and market differential stipend and/or CRC salary stipend) shall reflect three (3) years of full-time credited academic service at the University;
 - (c) A Faculty Member's first (1st) sabbatical leave shall always be one of the types in Article 54.2(a) above, while subsequent sabbatical leaves may be as provided for in Articles 54.2(a) or 54.2(b);
 - (d) Subject to all other terms and conditions of Article 54, a Faculty Member's first (1st) sabbatical leave, where the Member has been awarded tenure at the University, will be funded at ninety percent (90%) of salary for a sabbatical leave of twelve (12) months;
 - (e) If a sabbatical leave has been as provided for in Article 54.8, each year of credit (per Article 54.10) may either be counted towards a subsequent sabbatical leave or used to increase the compensation in a twelve (12)-month sabbatical leave by six point six seven percent (6.67%) per additional year of service, to a maximum of one hundred percent (100%) of salary (which includes base nominal salary and market differential stipend and/or CRC salary stipend);
 - (f) Program Chairs who have served for a minimum of three (3) consecutive years are eligible to receive up to two percent (2%) in additional sabbatical salary pay for each year served during this Agreement when they take a sabbatical. The maximum amount of additional pay that can be awarded is up to ten percent (10%) of the salary (which includes base nominal salary and market differential stipend and/or CRC salary stipend). This provision may be combined with Article 54.2(d) to a maximum of one hundred percent (100%) of nominal salary; and
 - (g) Program Chair salary stipends or other administrative salary stipends will be suspended for the period of sabbatical leave.
- 54.3 For the purposes of sabbatical leaves and pursuant to Article 54.2, full-time credited academic service means:
- (a) the Faculty Member's time of employment in a Tenure-track and/or Tenured appointment at the University as a Faculty Member;

- (b) the Faculty Member's time of employment in Regular Term appointments at the University, as specified in Articles 14.16 and 14.17;
- (c) such other credit as may be negotiated by the Faculty Member at the time of her/his appointment to a Tenure-track or Tenured appointment at the University and recognized in the Faculty Member's letter of appointment. Banked service at previous institutions will not exceed two (2) years of credit; and
- (d) credit toward sabbatical leave will be calculated at a rate of six fifths (6/5) of the time spent in the position of Program Chair or Regional Chair.

54.4 The application by the Faculty Member for sabbatical leave shall be made no later than October 1, including those applications where the Member is requesting postponement. Applicants planning a January commencement must apply fifteen (15) months in advance by October 1 the year previous. The application shall be in writing and shall include:

- (a) the proposed starting date and length of the proposed sabbatical leave;
- (b) a statement of:
 - the scholarly or creative purposes of the proposed leave;
 - its potential benefit to the Faculty Member and to the University;
 - a clear plan of the activities contemplated and anticipated scholarly outcomes; and
 - the location of the proposed project or projects;
- (c) any other information the Faculty Member wishes to provide; and
- (d) request for postponement, the rationale and the reasons where applicable.

54.5 The application shall be presented to the Program Chair and to the Dean of the College. By October 15, the Program Chair will provide the Dean with a letter of appraisal, copied to the Faculty Member, indicating:

- (a) the merits of the proposed program of scholarly or creative activity in light of the criteria set out in Article 54.1;
- (b) the feasibility of the proposed program of scholarly activity in light of the Faculty Member's performance in the three (3) years preceding the request;
- (c) budget and Program feasibility implications; and
- (d) statement whether the request for postponement is approved.

54.6 The Faculty Member shall receive copies of the Program Chair's letter of appraisal and the Dean's recommendation. The recommendation of the Dean to grant or deny the sabbatical leave shall be based only on the criteria in Article 54.5. Should the Dean, after consultation with the Program Chair, recommend that a sabbatical leave be denied or deferred, the Faculty Member shall be given the opportunity to respond in writing and/or in person to the Dean. At a meeting in person with the Dean the Faculty Member shall have the right to be accompanied by another Faculty Member of her/his choice. Any written response of the Faculty Member shall also be forwarded to the Provost before any decision is made. In all cases, the recommendations of the Dean and letter of appraisal by the Program Chair shall be transmitted to the Provost by November 1.

- 54.7 The decision of the Provost shall be to grant or deny sabbatical leave. The Provost shall base her/his decision on the merits and feasibility of the proposed program of scholarly and professional activities to be conducted by the Faculty Member during the period of sabbatical leave, as stated in the application referenced in Article 54.4 and its value to the professional development of the Faculty Member. The decision shall be made based on a review of the following materials:
- (a) the application;
 - (b) the letter of appraisal from the Program Chair and the recommendations from the Dean;
 - (c) the response of the Faculty Member, if any, to the recommendation of the Dean, as provided for under Article 54.6; and
 - (d) the Faculty Member's OPF.
- 54.8 Notwithstanding Article 54.7, the Provost may defer the granting of an approved sabbatical leave to a Faculty Member for a period of up to three (3) academic years. In order to assist the Provost to determine whether a deferral is warranted, the Program Chair will consult with Members of the Program to prepare a sabbatical leave plan that will be recommended to the responsible Dean by November 1. The sabbatical leave plan shall consist of the following:
- (a) a rolling schedule of projected sabbatical leaves of Program Members during the next three (3) years;
 - (b) a projected course schedule that attempts to minimize the disruption of course delivery due to sabbatical leave absences during the three (3)-year period;
 - (c) a list of Faculty Members who have stated their willingness to defer voluntarily their sabbatical leave in order to accommodate the sabbatical plan, and who are therefore eligible for compensation under Article 54.2(d) if the deferral is approved by the Provost; and
 - (d) an estimate of the costs of covering additional course instruction due to projected sabbatical leaves.
- 54.9 The Dean will forward an evaluation of the implications of the proposed sabbatical plan to the Provost, including a consideration of the implications for interdisciplinary instruction. The University agrees that, in recognition of the efforts undertaken by Chairs and Programs in this planning process, the Provost will only defer a meritorious and feasible sabbatical leave if she/he finds that teaching and/or research needs within the University would be jeopardized or when the University would incur non-budgeted costs as a result of the Faculty Member's leave.
- 54.10 For every year that a sabbatical leave is deferred, a Faculty Member may credit the additional years of service before a sabbatical leave is granted toward a subsequent sabbatical leave, or may apply them towards the deferred sabbatical leave as provided for in Article 54.2(d).
- 54.10.1 A Faculty Member may request postponement of the sabbatical leave based on professional and academic reasons, such as the availability of the sabbatical leave opportunity at a specific host location. The maximum postponement for any Member is one (1) year. The postponement must be requested in a sabbatical leave application by the Member and must be approved by the Chair and Dean. The Member will receive no additional funding or credit for a postponement of sabbatical leave.
- 54.11 The Faculty Member shall be notified by the Provost in writing of the decision to grant or deny, including to grant but defer, a sabbatical leave, by December 1. The written decision of the Provost to grant the sabbatical leave shall include:

- (a) the length of leave and applicable dates of leave as per Article 54.2;
- (b) the salary during the leave as per Article 54.2;
- (c) acknowledgement of the continuity of coverage of benefits under the University's benefit plan, including pension contributions based upon nominal salary as per Article 54.16;
- (d) a statement that the member agrees to return to active duty for a period of at least equal to the length of the leave as per Article 54.22;
- (e) a statement of administrative and other support available from the University during the leave as per Article 54.20;
- (f) a notice that the Member might be asked to give up or share their assigned office for the duration of the leave as per Article 54.19;
- (g) a statement that Members may receive outside financial assistance according to the terms set out in Article 54.15;
- (h) a statement that informs the Member of their requirement to consult with their Chair or Dean as per Article 54.15;
- (i) a statement that informs the member that they are to submit a report on their work during the sabbatical within sixty (60) days of the member's return in accordance to Article 54.17. Details of what is to be in the report and who is to receive the report should be included; and
- (j) a statement that the sabbatical leave is subject to all other terms and conditions outlined in Article 54.

- 54.12 Any decision to deny, or to grant but defer a sabbatical leave shall be conveyed to the Faculty Member in writing, and shall include reasons for the decision.
- 54.13 The teaching workload of a Faculty Member who will be taking a six (6)-month sabbatical leave during the academic year shall be one-half (1/2) the appropriate annual teaching workload as determined using Article 30.
- 54.14 Sabbatical leaves are not intended for the purpose of enhancement of a Faculty Member's income although arrangements which result in income while fully meeting the objectives of the sabbatical leave plan is not prohibited. A Faculty Member may receive outside assistance in the form of grants or scholarships, and may engage in outside professional activities in accordance with Article 38. A limited amount of salaried teaching at the host institution, for instance, is accepted as consistent with such a plan.
- 54.15 It is the responsibility of the Member to consult with their Chair or Dean prior to accepting any substantial outside professional activity or salaried income as per Articles 38.2 and 54.14.
- 54.16 While on sabbatical leave, Faculty Members shall continue to receive and when required pay for coverage under the University's benefit plans. Pension contributions will be based upon the nominal salary.
- 54.17 Upon returning from a sabbatical leave, where applicable, the Faculty Member shall be eligible, subject to providing a satisfactory Professional Activity Report as outlined in Article 21, to receive a nominal salary which includes all applicable salary adjustments that would have applied had the individual not taken a sabbatical leave. In addition, Faculty Members will also provide, within sixty (60) days, a specific report on the outcomes of the sabbatical leave. This report shall be submitted

to the Faculty Member's Program Chair with copies to the Dean and Provost's Office; the Provost's Office copy will be placed in the Member's OPF.

- 54.18 At least four (4) months prior to the commencement of the sabbatical leave, a Faculty Member whose sabbatical leave has been granted, may, at her/his option, apply to the Vice-President Research to have a portion of her/his salary considered as a research grant and such approval shall not be unreasonably withheld.
- 54.19 In order to permit efficient use of office space, a Faculty Member may be asked to give up or share their assigned office for the duration of their sabbatical leave. A Faculty Member shall not unreasonably withhold their consent, particularly when the Faculty Member will be away from UNBC for most of the sabbatical leave. Upon return from a sabbatical leave, a Faculty Member shall be assigned an office and, where possible, the office that which she/he previously occupied.
- 54.20 During a sabbatical leave, a Faculty Member is entitled to the usual level of University secretarial and other support services provided by the University.
- 54.21 A sabbatical leave shall not interfere with a Faculty Member's advancement toward promotion.
- 54.22 Faculty Members granted sabbatical leave must return to active duty at the University for a period at least equal to the length of the leave.

ARTICLE 55: ACADEMIC OR PROFESSIONAL LEAVE (APL) FOR LIBRARIAN AND SENIOR LAB INSTRUCTOR MEMBERS

- 55.1 Academic and Professional Leaves (APL) are to serve the objectives and goals of UNBC by providing Librarian Members and SLIs with a regular opportunity to engage in scholarly and professional activities away from regular duties, at intervals frequent enough to enable them to maintain and enhance their professional effectiveness. The purposes for which an APL may be granted are the following:
- (a) the acquisition of skills and knowledge in an area related to her/his responsibilities;
 - (b) the development of new areas of specialization relevant to the University and the academic community; and
 - (c) the enrichment of his/her academic or professional knowledge, by allowing the Librarian or SLI Member a period of time for concentrated study and/or research.
- 55.2 Librarian Members and SLIs holding Continuing appointments, and with at least two (2) years of service at UNBC, are eligible and may apply for initial APL for a period of up to twelve (12) months in length.
- 55.3 Application shall be made to the University Librarian or Dean of the College by October 1 for any leave to take place in the next academic year. Such applications shall include:
- (a) the starting date and length of the proposed APL;
 - (b) a statement of the purposes of the proposed APL, its potential benefits to the Member and to the Employer, and a clear plan of the activities contemplated, including their location; and
 - (c) any other information the Librarian Member or SLI provides.
- 55.4
- (a) The University Librarian, SLI supervisor or relevant Dean shall recommend to the Provost to grant or deny the application for APL. The application for APL by a Librarian Member or SLI cannot be unreasonably denied, and the recommendation shall be based only on:
 - (i) the merits of the proposed plan;
 - (ii) whether the proposed plan meets the purposes stated in Article 55.1;
 - (iii) the Librarian or SLI Member's OPF;
 - (iv) the resources available to replace essential services normally available; and
 - (v) the location on the priority list of the applicants when the number of applications cannot be financially supported by the Librarian Member or SLI leave fund in any given year.
 - (b) If there are substantial reasons, the University Librarian, SLI Supervisor or relevant Dean may recommend to the Provost to defer an APL for a period of up to one (1) year. The reasons for this deferral must be presented in writing to the applicant. A Librarian Member or SLI whose APL is deferred will maintain location on the priority list; and
 - (c) Sources to be used for purchase of replacement services under Article 55.4(a)(iv) are:
 - (i) Any salary savings from academic or professional leaves at less than one hundred percent (100%) of nominal salary; and

- (ii) a sum of two thousand five hundred dollars (\$2,500) per full-time Librarian Continuing Member and a sum of three thousand dollars (\$3,000) per full time Continuing SLI in any fiscal year, will be placed in a separate Librarian Member and SLI academic and professional leave fund. The maximum to be held in the fund at any one time is two (2) years' allocation.

- 55.5 In all cases, the recommendations of the University Librarian or SLI Supervisor shall be transmitted to the Provost by November 1.
- 55.6 The decision of the Provost shall be made and communicated by December 1 for all Academic or Professional Leaves for the following academic year.
- 55.7 Librarian and SLI Members shall not normally be granted a subsequent APL which commences sooner than twenty-four (24) months after the return from an APL.
- 55.8 The provisions of Articles 54.13 to 54.21 shall apply to a Librarian or SLI Member granted an APL.
- 55.9 Members on leave pursuant to Article 55 shall be compensated according to the following salary levels:
- (a) one hundred percent (100%) of base nominal salary for leaves up to six (6) months in duration;
 - (b) eighty percent (80%) of base nominal salary for leaves up to eight (8) months in duration;
or
 - (c) seventy five percent (75%) of base nominal salary for leaves greater than eight (8) months in duration.
- 55.9.1 By exception, short leaves, or leaves during which a Member performs a portion of normal duties, may be at higher percentages of nominal salary, but not in excess of one hundred percent (100%). While on leave, Members shall continue to receive and when required pay for coverage under the University's benefit plans. Pension contributions will be based upon the nominal salary.
- 55.10 **Priority List of Librarian Members and SLIs for APL Eligibility**
- 55.10.1 Initial priority lists of Members (see Article 55.2) eligible for APL shall be generated by the Office of the Provost and submitted to the Joint Committee for approval by January 1, 2011. There will be one (1) list generated and submitted by Librarian Members, and one (1) list generated and submitted by SLIs. Thereafter, the Employer will update the priority lists annually and submit the lists to the Joint Committee for approval by January 1.
- 55.10.2 Members will initially be placed on the priority list based on years of service in a Continuing appointment at UNBC.
- 55.10.3 Members who are granted a Continuing appointment will be added to the bottom of the priority list on the date Continuing appointment takes effect. Members who have been granted APL will be added to the bottom of the priority list on the date the Member returns from APL.

ARTICLE 56: ASSISTED STUDY LEAVE (ASL)

- 56.1 Assisted Study Leaves (ASLs) must serve the objectives and goals of the University by providing Members with the opportunity to enhance their professional competence and academic qualifications free from normal on-campus teaching/professional and service obligations. Senior Laboratory Instructors and Librarians are eligible to apply for ASL to improve their qualifications. This can include specialized courses (e.g., Microsoft) research activities and formal studies as per this Article.
- 56.2 A Member holding a full-time Tenure-track, Tenured, or Continuing appointment may be granted ASL to undertake or complete a program of graduate studies when such will meet specific needs identified by the University.
- 56.3 An application for an ASL shall be made in writing to the Chair of the Program with which the Member is affiliated and the Dean of the Member's College or the University Librarian. The application shall outline the proposed program of study, the proposed starting date and length of the proposed ASL, and any other information the Member wishes to provide. Application for ASL shall be made normally one (1) semester prior to commencement of the leave. Applications for ASL commencing in the Fall semester shall be submitted by May 1, applications for ASL commencing in the Winter semester shall be submitted by September 1, and applications for ASL commencing in the Summer semester shall be submitted by January 1.
- 56.4 The Dean, or University Librarian, after consultation with the Member (and Program Chair as appropriate) shall make a recommendation to the Provost within ten (10) days of receipt of the application. Within ten (10) days of receipt of the application and recommendation from the Dean or University Librarian, the Provost shall decide whether or not to grant the ASL and shall notify the applicant in writing.
- 56.5 The decision of the Provost may be to grant, to deny or to defer an ASL. In arriving at a decision to grant, to defer, or to deny an ASL the Provost shall base her/his decision on:
- (a) the relationship of the proposed program of study and the needs of the University;
 - (b) the recommendations from the Chair and the Dean or University Librarian;
 - (c) the relationship between the proposed ASL and the professional development of the Member; and
 - (d) the ability of the Program Chair or University Librarian to make alternative arrangements for the continued delivery of teaching or professional needs or the necessity of incurring unbudgeted costs in the meeting of such needs.
- 56.5.1 The decision of the Provost shall be final and shall be communicated to the Member in writing, with reasons stated for any decision to defer or deny the ASL.
- 56.6 The normal term of an ASL is one (1) or two (2) years. A Member shall remain a full-time employee of the University during the ASL and shall return to the University for an equivalent period of time as was taken on the ASL.
- 56.7 The financial assistance provided to a Member when taken together with net outside aid shall not normally be less than fifty percent (50%) of the Member's nominal salary and not normally be more than one hundred percent (100%) of the Member's nominal salary at the commencement of the ASL.
- 56.8 Net outside aid shall mean the total of all forms of outside financial support which the Member may receive relating to the ASL program, including fellowships, scholarships, bursaries, forgivable loans, and travel grants, less costs actually incurred by the Member for tuition/registration fees,

books and research materials related to the ASL program, and travel expenses, not to exceed round trip economy class airfare between the point of principal residence of the Member and the place of study not more than twice in a calendar year for the Member, spouse and children. Net outside aid shall not be a negative number.

- 56.9 A Member on ASL is not accumulating service towards a sabbatical leave or APL.
- 56.10 Members on ASL shall be covered by the University's benefit plans on the same basis, including payment of premiums or contributions by both the Member and the Employer, as a Member of equivalent standing who is not on leave. Pension contributions shall be based on the Member's nominal salary.
- 56.11 Assistance received from the Employer during a period of ASL shall be refunded to the Employer in the event that the Member does not return to the University for the period foreseen in Article 56.6.

ARTICLE 57: MATERNITY LEAVE and PARENTAL LEAVE

57.1A Qualifications for Maternity Leave

In order to qualify for Maternity Leave, a female Member must:

- (a) submit to the Employer, through the Human Resources Department, an application in writing for leave under this provision preferably at least eight (8) weeks but no less than four (4) weeks prior to the commencement of the leave. If four (4)-weeks notice is not possible due to unforeseeable circumstances, the request must be submitted immediately when the need for Maternity Leave becomes known; and
- (b) submit to the Employer a certificate from a duly qualified medical practitioner certifying that the Member is pregnant and specifying the estimated date of birth of the child.

57.1B Qualifications for Parental Leave

A Member who becomes the natural parent of a child, or who is adopting or has adopted a child, is entitled to Parental Leave providing:

- (a) a written application is submitted to the Employer, through the Human Resources Department, preferably at least eight (8) weeks but no later than four (4) weeks prior to the commencement of the leave. If four (4)-weeks notice is not possible due to unforeseeable circumstances, the request must be submitted immediately when the need for Parental Leave becomes known; and
- (b) the written application advises the Employer of the expected date of delivery/adoption and of the Member's intention to take Parental Leave, and advises the Employer of the anticipated commencement date and duration of such leave.

57.2 Maternity Leave or Parental Leave Benefits

57.2.1 Upon receipt of the required documents under 57.1A or 57.1B, the Employer shall grant Maternity Leave or Parental Leave to the Member consistent in timing and duration with the British Columbia Employment Standards Act.

57.2.2 During the period of leave, a Member who has applied for and received leave benefits pursuant to the Employment Insurance Act is entitled to a Maternity Leave allowance or a Parental Leave allowance as follows:

- (a) for the first two (2) weeks of Maternity Leave, the Member shall receive one hundred per cent (100%) of the Member's weekly salary;
- (b) for the first two (2) week of Parental Leave, the Member shall receive one hundred per cent (100%) of the Member's weekly salary, except when the Member is the birth mother commencing Parental Leave immediately following Maternity Leave; and
- (c) for any further period during which the Member is collecting Employment Insurance leave benefits, the Member shall receive payments equivalent to the difference between the Employment Insurance benefits she/he is receiving and one hundred per cent (100%) of her/his weekly salary.

57.2.3 To receive the benefit defined in Article 57.2.2, the Member shall supply the Employer with proof of his/her application to the Employment Insurance Commission. The payment of the Maternity Leave allowance or the Parental Leave allowance shall be as follows:

- (a) the Employer shall estimate the amount of the Employment Insurance benefit payment and provide a supplementary payment to the Member on the usual salary payment schedule and this supplementary payment shall be regarded as an advance;
- (b) the Member shall provide evidence of the actual payments he/she received from the Employment Insurance Commission; and
- (c) the subsequent payments to the Member shall be adjusted, up or down, to reflect the actual Employment Insurance benefit payments.

57.2.4 During a period of Maternity Leave or Parental Leave, contributions to the pension and benefit plans shall continue on the part of the Member and the Employer on the basis of one hundred percent (100%) of salary.

ARTICLE 58: NOT USED

ARTICLE 59: COMPASSIONATE AND BEREAVEMENT LEAVE

- 59.1 It is recognized that certain emergencies such as the death or serious illness of a near relative, common-law spouse or other live-in partner may arise in a Member's personal or family life which may require her/his absence from the University. The Member shall request compassionate/berereavement leave from her/his Dean, or University Librarian, or equivalent, for a specified period of time, not normally exceeding ten (10) days. Such leave shall not be unreasonably refused. Compassionate/berereavement leave shall be paid at full salary and benefits.

ARTICLE 60: COURT LEAVE

- 60.1 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify their Program Chair (or equivalent, or in the case of Librarian Members the University Librarian), of the summons as soon as possible and shall supply a copy of the summons.
- 60.2 Members who have complied with the foregoing shall be granted leave of absence with full salary and benefits during the period of service to the court or summoning body.
- 60.3 In the event that a Member is accused of an offence which requires a court appearance, he/she shall be granted a leave of absence without loss of benefits and pay, to which he/she would otherwise be entitled, for the actual time of such an appearance. In the event that the accused Member is jailed awaiting a court appearance, he/she shall receive leave without pay. Should the Member be found not guilty of the offence he/she will be reimbursed lost salary for the period during which he/she was incarcerated. The Member shall have the option of taking annual vacation leave to which he/she is entitled in lieu of all or part of the leave without pay.
- 60.4 If a Member is incarcerated following conviction, and the Employer does not elect to discipline the Member, he/she shall be granted leave of absence without pay for a maximum period of two (2) years. The Member shall have the option of taking annual leave to which he/she is entitled in lieu of all or part of the leave without pay.

ARTICLE 61: SICK LEAVE

- 61.1 The Employer recognizes that unavoidable absences may occur because of illness or accident and for this reason provides a sick leave benefit which provides income protection during these situations.
- 61.2 If the cause of absence from work is illness or accident compensable under the Workers' Compensation Act, the Member shall apply for compensation under the provisions of the legislation. If the Member applies but does not receive compensation under the provisions of the legislation, the provisions of Article 61.5 apply.
- 61.3 A Member unable to attend to her/his duties because of illness or accident (including mental illness and alcohol and drug addiction) shall advise her/his Program Chair, or equivalent, immediately except where the nature of the injury or illness prevents immediate notification. If the absence is for more than five (5) days, the form in 61A shall be completed by a Physician, signed, and returned to the Human Resources Department. Upon return to work the Member shall complete the form in Appendix 61B, have it signed by her/his immediate supervisor and forwarded to the Human Resources Department. Members should be aware that immediate notification will facilitate the application for Long Term Disability. The Employer may require a medical report prepared by a Physician selected by the Employer. The decision to make such a request shall reside with the individual in the Human Resources Department responsible for benefits. Before a Member on sick leave resumes his/her duties and responsibilities, the Employer has the right to require a medical report by a Physician that the Member is fit to resume the duties and responsibilities associated with his/her position.
- 61.4 Inquiries regarding sick leave and the documentation required to support sick leave shall be held in strict confidence.
- 61.5 Members who are on sick leave are entitled to receive one hundred percent (100%) of their salary for a maximum of sixty (60) calendar days.
- 61.6 During the first sixty (60) calendar days of absence due to illness or accident, benefit coverage and applicable premium payments by the Member and the University will continue.
- 61.7 Should the sick leave period extend beyond sixty (60) calendar days, Members shall apply for benefits under the University's Long Term Disability Plan.

Article 61A
University of Northern British Columbia (UNBC) – Sick Leave claim

Patient Authorization:

Name _____
Address _____

I hereby authorize the release to UNBC of the following information.

Employee's signature _____ Date _____

Attending Physician's Statement:

Confirm that your patient is suffering from a medically recognized diagnosis (there is no requirement to provide the specific diagnosis): _____

Treatment Dates

- a) Date of first visit for current condition _____
- b) Dates of other visits related to this disability _____

Treatment

Is patient following recommend treatment program? Yes _____ No _____
(Please elaborate if No) _____

Restrictions

What are the patient's occupational limitations?

Prognosis

- a) Prognosis for medical recovery _____
- b) Expected date of return to work _____

Name of Attending Physician (please print) _____

Specialty _____

Telephone No. _____

Address _____

Signature _____ Date _____

Please forward the completed form, marked "Personal and Confidential" to the attention of:

Human Resources
3333 University Way
Prince George, BC V2N 4Z9

Tel. (250) 960-5531
Fax. (250) 960-5695

Article 61B UNBC Leave Form		
Supervisors must ensure that forms are completed and signed for <u>all</u> absences and forwarded to Human Resources for retention on personnel files. For information about the entitlement to leave, please consult the applicable Collective Agreement, Human Resources or Employee Group Representative.		
EMPLOYEE NO:	EMPLOYEE NAME:	
DEPT/PROGRAM:	CIRCLE: ORIGINAL / CHANGE TO ORIGINAL DATES:	
FIRST DAY OFF (mm/dd/yr)	LAST DAY OFF (mm/dd/yr)	NO. OF DAYS
REASON FOR LEAVE		
Vacation		
Sick Leave days.	Physician's certificate required if greater than five	
Bereavement/Compassionate Leave	Indicate relationship:	
Leave for Court Appearances		
General Leave without Pay		
Leave for UNBC-FA Activities President's initials:	Bill Union: No Yes - UNBC-FA	
Pallbearer and Mourner's Leave		
Medical/Dental Appointments		
Leave for Serious Fire/Flood		
Illness in the Family (explanation required)	Indicate relationship:	
Maternity/Parental Leave	Appointment required with Human Resources.	
Work Related Illness/Injury immediately.	WCB form 7 must be completed by supervisor	
Special Leave with Pay	Indicate Article No:	
Time in Lieu/Overtime banked worked.	Indicate below or attach actual dates and times	
EXPLANATION:		
EMPLOYEE'S SIGNATURE:		DATE SIGNED:
SUPERVISOR'S SIGNATURE:		DATE SIGNED:
Distribution: White – Human Resources Pink: Department		Yellow: Employee

ARTICLE 62: LEAVE OF ABSENCE

62.1 The Parties recognize that circumstances may arise in which it is appropriate for a Member to be granted a leave of absence without pay. In consideration of the operational requirements of the University, reasonable and professional judgement will be exercised by the Member when requesting a leave of absence and appropriate notice will be given. It is particularly important that the Employer have appropriate notice of leaves to be taken during a teaching semester. The application will be in writing and will establish the beginning and end dates of the leave.

62.2 Leave of Absence for Faculty Members

62.2.1 Application for a leave of absence by a Faculty Member shall be made to the Dean (copied simultaneously to the Program Chair) normally one (1) semester prior to commencement of the leave. Applications for leaves commencing in the Fall semester shall be made by May 1. Applications for leaves commencing in the Winter semester shall be made by September 1. Applications for leaves commencing in the Summer semester shall be made by January 1.

62.2.2 The Program Chair will recommend to the Dean within ten (10) days of receipt of the application. The Dean shall recommend to the Provost whether or not to grant the leave within ten (10) days of receipt of the recommendation of the Program Chair. The Program Chair's recommendation and the application shall be forwarded as supporting documentation with the recommendation of the Dean to the Provost. The Provost shall decide whether or not to grant the leave of absence and shall notify the applicant in writing within one (1) month following the date on which the application for leave was received by the Provost.

62.3 Leave of Absence for Librarian Members

Application for a leave of absence by a Librarian Member shall be made to the University Librarian normally two (2) months prior to the commencement of the leave. The University Librarian shall recommend to the Provost whether or not to grant the leave and shall forward her/his recommendation along with supporting documentation to the Provost within ten (10) days of receipt of the application. The Provost shall decide whether or not to grant the leave of absence and shall notify the applicant in writing within one (1) month following the date on which the application for leave was received by the Provost.

62.4 Leave of Absence for Senior Laboratory Instructors

62.4.1 Application for a leave of absence by a SLI shall be made to the Dean or supervisor (copied simultaneously to the Program Chair as appropriate) normally one (1) semester prior to commencement of the leave. Applications for leaves commencing in the Fall semester shall be made by May 1. Applications for leaves commencing in the Winter semester shall be made by September 1. Applications for leaves commencing in the Summer semester shall be made by January 1.

62.4.2 The Program Chair will recommend to the Dean within ten (10) days of receipt of the application. The Dean shall recommend to the Provost whether or not to grant the leave within ten (10) days of receipt of the recommendation of the Program Chair. The Program Chair's recommendation and the application shall be forwarded as supporting documentation with the recommendation of the Dean to the Provost. The Provost shall decide whether or not to grant the leave of absence and shall notify the applicant in writing within one (1) month following the date on which the application for leave was received by the Provost.

62.5 Leave of Absence for Regional Chairs

62.5.1 Application for a leave of absence by a Regional Chair shall be made to the Director of Regional Operations normally one (1) semester prior to commencement of the leave. Applications for leaves commencing in the Fall semester shall be made by May 1. Applications for leaves commencing in

the Winter semester shall be made by September 1. Applications for leaves commencing in the Summer semester shall be made by January 1.

62.5.2 The Director of Regional Operations will recommend whether or not to grant the leave to the Provost within ten (10) days of receipt of the application. The Director's recommendation and the application shall be forwarded as supporting documentation to the Provost. The Provost shall decide whether or not to grant the leave of absence and shall notify the applicant in writing within one (1) month following the date on which the Provost received the application for leave.

62.6 **Conditions of Granting of a Leave of Absence**

62.6.1 The University may, upon request of a Member, grant a leave of absence without pay for a period not exceeding twenty-four (24) consecutive months with the exception of leaves granted under Article 62.6.2.

62.6.2 When a Member stands for or has been elected to a First Nations, municipal, provincial or federal office, the Employer may grant leave without pay for a period of up to six (6) years or until such time as the Member resigns from the University, terminates his/her contract, or leaves political office. Leave to stand for public office shall not commence before a writ of election is issued. A Member on political leave for more than six (6) years is deemed to have resigned from the University.

62.6.3 While a Member is on such leave without pay, the Employer will not contribute towards University benefits, but will permit and facilitate continuance of benefits coverage if desired and the Member shall pay the applicable premiums.

62.6.4 Upon return from such leave, the Member will be reinstated at the Member's previous rank and at her/his former salary plus scale changes applicable to that salary.

62.6.5 When leaves are approved to assume a full-time visiting appointment at another University, the period spent on the full-time visiting appointment shall be counted as time in service to the University, except for sabbatical leave credit. Upon return from such approved leave without pay, and after submission, by exception, of the Professional Activity Report, a Member shall receive her/his former salary plus all scale changes and shall be eligible for Career Development Increments she/he might have received had she/he not been on leave, during the period of the leave.

62.6.6 Along with the written notification to the Member from the Provost informing them a leave of absence has been granted, the Employer shall provide in writing all agreed terms and conditions upon which the granting of leave is based and specify a deadline of twenty (20) days for acceptance or rejection of the said terms and conditions.

62.6.7 The Member shall not be deemed to have accepted the terms of such a leave of absence until she/he has so notified the University in writing. Failure to accept within the deadline specified in Article 62.6.6 shall be deemed to constitute non-acceptance.

ARTICLE 63: VACATION ENTITLEMENT

- 63.1 A Faculty, SLI or Librarian Member's vacation entitlement year shall be based on service during the academic year from July 1 to June 30 of the following year.
- 63.2 Each Faculty Member is entitled to twenty (20) days of vacation (equivalent to four (4) weeks) during each twelve (12) month period, non-cumulative except as provided for in this Agreement. Each Librarian Member and SLI is entitled to:
- twenty (20) days of vacation for each twelve (12) months service for their first (1st) to their fourth (4th) year of service;
 - twenty-five (25) days of vacation for each twelve (12) months service for their fifth (5th) through ninth (9th) year of service; and
 - thirty (30) days of vacation for each twelve (12) months service for their tenth (10th) year of service and beyond.
- 63.3 The Member will be paid during such vacations but there shall be no additional remuneration should the Member choose to work through all or part of the vacation period.
- 63.4 Faculty, SLI or Librarian Members may take their vacation at any time provided that:
- (a) in the case of Faculty and SLI Members, the period of vacation does not conflict with the Member's scheduled teaching duties as provided for under this Agreement;
 - (b) in the case of Librarian Members, the Member has indicated the dates of vacation to the University Librarian in advance and has obtained the University Librarian's approval for same; and
 - (c) vacations at other times shall be arranged only with the prior approval of the Dean, or where appropriate, the University Librarian.
- 63.5 In the event of Faculty, SLI or Librarian Members terminating their employment with the University, such Faculty, SLI or Librarian Members shall be entitled to receive payment for any unused vacation at the date of termination. Except as provided for herein, there shall be no remuneration in lieu of vacation not taken.
- 63.6 Vacation entitlement shall not be cumulative and shall expire at the end of the vacation entitlement year. Exceptions may be approved by the Dean, or equivalent, whereby Members may carry over a maximum of ten (10) vacation days into the next vacation entitlement year. In order to be eligible for vacation carry over or pay out at termination of unused vacation, the Member must submit leave forms to their Dean, or equivalent, as vacation is being taken.
- 63.7 During a vacation period, a continuous period of illness of longer than five (5) days confirmed by a medical certificate shall, at the request of the Member, cause the Member's vacation entitlement to be extended by one half (1/2) the duration of the illness.

ARTICLE 64: HOLIDAYS

- 64.1 Members are entitled to the following holidays: any day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President.
- 64.2 A Member will not receive additional remuneration should the Member choose to work on the holiday.

ARTICLE 65: ACCOMMODATING DIVERSITY

65.1 The University will accommodate the religious beliefs of Members by allowing them to reschedule scheduled duties when such duties conflict with religious observances.

SECTION J

ASSOCIATION RIGHTS AND RESPONSIBILITIES

ARTICLE 66A: RECOGNITION

66A.1 **Definition of the Bargaining Unit**

The Employer recognizes the Faculty Association as the sole and exclusive bargaining agent for the members of the bargaining unit as defined in the Order of Certification issued on April 29, 2014 by the British Columbia Labour Relations Board.

ARTICLE 66B: EXCLUSIONS FROM THE BARGAINING UNIT

66B.1 Definition of the Bargaining Unit

66B.1.1 For greater clarity, exclusions from the bargaining unit include but are not limited to:

- (a) the President, Provost, Vice-Provosts, Associate Vice-Provosts, Vice-Presidents, Deans, Directors, and the University Librarian, including an individual appointed in an acting capacity to serve temporarily in one (1) of these offices, or one (1) of these officers on an administrative leave that falls within a term of office, or between two (2) consecutive terms of office; and
- (b) persons holding Visiting appointments for one (1) year or less.

66B.2 A Member who is excluded from the bargaining unit by virtue of holding an administrative appointment, and who would otherwise be a Member of the bargaining unit upon termination of the administrative appointment and who is still an employee of the University, shall, at the termination of that appointment, automatically become a Member of the bargaining unit with all rights and responsibilities and privileges attendant thereto. As of the date of ratification of this Agreement, any existing compensation, leave, and/or other arrangements resulting from an administrative appointment specified in Article 66B.1.1(a) shall not be altered by this Agreement.

66B.3 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Members of the bargaining unit as specified in Article 66A.1.

ARTICLE 67: ASSOCIATION RIGHTS

- 67.1 In recognition of the involvement of Members in the consultative process of this Agreement, the Employer agrees to provide course releases as outlined below in Articles 67.7 and 67.8. Each course release shall be equivalent to three (3) semester contact hours, at the current value as listed in Article 48.5 (the SCH rate). Course release funds will carry forward if not used in any given year. Course release funds provided to the Association may be used for any of:
- (a) buying out one (1)-term course equivalents;
 - (b) assistance or assistants; and
 - (c) stipends.
- 67.2 In addition, the Association will be allowed to purchase one (1) other term course equivalents per year, at the current stipend rate. Should a Librarian Member be assigned such release time, it shall be assigned at an equivalency rate of three (3) hours per week on average per one (1)-term course. The timing of such release time shall be negotiated by the Member with the University Librarian. The Association will inform the Employer of the names of the Members for whom release time is allocated as soon as they are elected or appointed and not later than May 31.
- 67.3 Employees of the Association shall be entitled to have their pay processed through the University's payroll services and participate in all Pension and Benefit Plans as set out in Article 50 and as per the terms of those plans, except the Tuition Waiver benefit. The Association will pay all employer costs of such benefits.
- 67.4 The Employer recognizes that the Association has the right at any time to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and of the British Columbia Confederation of University Faculty Associations (CUFA-BC). Such duly authorized representatives shall have access to University premises to consult with Association officials and Members.
- 67.5 The Employer shall provide teaching release time as specified in Article 30.3.11 for Members called to serve on Provincial and National bodies specified in Articles 29.10, 31.3.2 and 35.5.2.
- 67.6 The year shall be the academic year September to August. The effective date of the release time funds is September 1, of each year.
- 67.7 In each year two (2) course releases will be provided for both the Association President and the Association Grievance Officer whose roles and responsibilities are covered in the UNBCFA Constitution.
- 67.8 In the last year of each Agreement there are an additional four (4) course releases provided to the Association for the negotiating team.

ARTICLE 68: ASSOCIATION FACILITIES

- 68.1 The Employer shall provide to the Association without charge, the exclusive use of one (1) office of the type normally accorded to individual Faculty Members, furnished with the following furnishings: desk, desk chair, six (6) chairs, table, waste basket, filing cabinet, and bookcase. The Employer shall also provide internal telephone services with external access (provided the Association will pay all long-distance charges) and use of the intra-University mail service.
- 68.2 Association will be assigned room 3085 (admin) for the duration of this Agreement.
- 68.3 The Employer shall make available to the Association duplication, computer network connection, and audio-visual services, and such other services as may be agreed upon by the Parties at the then current internal University rate.
- 68.4 The Employer shall provide the Association access to meeting rooms on campus for Association business through the University's room-booking service and follow the normal booking procedures and regulations.
- 68.5 The Employer agrees to make available an electronic copy of this Agreement (including all appendices) to all current Members, provide one (1) print copy without charge to each new Member at the time of appointment during the life of this Agreement, and twenty-five (25) print copies to the Association. The Employer will make available one (1) print copy of this Agreement without charge to current Members if requested by the Member. The Employer also agrees to provide the Association with a copy of this Agreement in computer-readable form. The Association will take responsibility to ensure Members have access to a copy of this Agreement, whether electronic or print copy, for ratification.

ARTICLE 69: ASSIGNMENT OF ASSOCIATION FEES, DUES AND ASSESSMENTS

- 69.1 It is a condition of employment that each Member of the Bargaining Unit shall pay dues to the Association unless an individual Member applies to and is exempted by the Labour Relations Board.
- 69.2 The Employer shall deduct from the bi-weekly salary of each Member such fees, dues, or assessments as may be authorized from time to time by the Association.
- 69.3 The Association agrees to inform the Employer in writing of any change to fees, dues, or assessments at least one (1) full month in advance of the date on which the proposed change would become effective.
- 69.4 The Employer shall remit the amounts deducted pursuant to Article 69.1 to the Association within ten (10) days following the period for which the dues were deducted. Each remittance shall be accompanied by a list of names, total wages, job titles and dues deducted.
- 69.5 The Association shall indemnify and save harmless the Employer from any liability or action of any kind that may arise out of deductions made from the compensation of any employee pursuant to this Article.

SECTION K

MANAGEMENT RIGHTS AND RESPONSIBILITIES

ARTICLE 70: MANAGEMENT RIGHTS

- 70.1 The Employer retains all rights, powers, privileges, obligations, and authority vested in it by law, excepting only those that are clearly and specifically relinquished or restricted in this Agreement.
- 70.2 All management rights relating to the terms and conditions of employment of Members shall be exercised by the Employer in a fair, reasonable, and equitable manner consistent with the provisions of this Agreement.

ARTICLE 71: NOT USED

ARTICLE 72: PROGRAM CHAIRS

72.1 Role of the Program Chair

- 72.1.1 The Program Chair of an Academic Program provides academic and administrative leadership within the Program, promotes and facilitates interdisciplinary research and teaching across Programs and represents the Program and its interests to various relevant bodies within and outside the institution.
- 72.1.2 The Program Chair implements policies related to the functioning of the Program for which she/he is responsible, which may be developed within the Program, College and the University.
- 72.1.3 The Program Chair is responsible to the Dean.
- 72.1.4 The Program Chair exercises all other powers related to the management of the Program called for under this Agreement.
- 72.1.5 The Program Chair is also a scholar for whom teaching and research are important responsibilities. The combination of workload and administrative support available to the Program Chair should be sufficiently balanced to allow the Program Chair to fulfil their responsibilities in a meaningful way.
- 72.1.6 Each Teaching Member shall have a designated Program Chair.

72.2 Duties of the Program Chair

- 72.2.1 The Program Chair is responsible for the operations and activities of the Program, including the following duties:
- (a) after consulting with the Program, recommends to the Dean on the courses the Program offers in each academic year;
 - (b) recommends to the Dean the teaching workloads of all teaching Members in the Program as per Article 30. If the Dean disagrees with the Chair's workload recommendations, the Dean should communicate his/her objection to the Program Chair in writing and call for a meeting with the Program Chair to resolve the disagreement. If the disagreement is not resolved, the Provost shall act as an arbitrator;
 - (c) communicating the teaching workload assigned by the Dean to the Program's Teaching Members;
 - (d) facilitating the development and co-ordination of teaching across Programs in co-operation with the Program Chairs of other Programs and the Dean;
 - (e) developing and co-ordinating regional courses in co-operation with Regional Chairs (per Article 33);
 - (f) initiating and justifying new appointment requests and chair the ASC;
 - (g) recommending appointments and renewals in the Program to the Dean (per Articles 13, 14, 16 and 22). In the case of new appointments, as chair of the ASC, recommend the academic rank and salary of the successful candidate to the Dean;
 - (h) developing, negotiating and overseeing Program budgets in accordance with the annual budget process;
 - (i) making recommendations concerning promotion and tenure of Faculty Members for whom the Program Chair is responsible (per Article 22); and

- (j) reviewing Professional Activity Reports of Teaching Members (per Article 21A.12.2.1) and providing a formative feedback letter to members during their review.

72.3 **Responsibilities of the Program Chair**

72.3.1 The Program Chair also assumes the following responsibilities:

- (a) providing mentorship for Program Members' research and teaching careers;
- (b) assignment and monitoring the work of the support staff associated with their Programs and providing a report for the staff evaluation process;
- (c) authorizing expenditures from the Program budget in accordance with University Policy;
- (d) organizing and chairing regular Program meetings at least twice in each of the Fall and Winter semesters;
- (e) delegating other tasks necessary for the normal and efficient running of the Program; and
- (f) co-ordinating accreditation for professional Programs and similar processes in other Programs.

72.3.2 To assist the Program Chairs in the performance of their responsibilities, the Employer will ensure that they have and receive copies of all Program contracts and University policies, are consulted concerning the effectiveness of existing policies and the development of new policies that affect their responsibilities and are made aware of changes to policies in a timely fashion. The Employer will undertake a biennial review of administrative support.

72.4 **Appointment of Program Chairs**

72.4.1 When a Program Chair is to be selected, the Dean, after consultation with the Program and the Provost, will decide whether only internal candidates will be considered, or whether both internal and external candidates will be solicited.

72.4.2 For internal searches, the Program Appointments Selection Committee (ASC) (per Article 12.7) shall act as the recommending committee. The Chair of all Program Chair searches shall be the Dean or designate.

72.4.3 Before finally determining upon its nomination, the Committee, through its chairperson, shall consult with the members of the Program.

72.4.4 The ASC shall make a recommendation to the Provost. If the Provost's recommendation differs from that of the committee, written reasons will be provided to the committee.

72.4.5 The term of a Program Chair shall normally be three (3) to five (5) years, although there may be circumstances in which less than three (3) years is appropriate. The term shall be set by the Employer at the time of appointment.

72.5 **Renewal of Program Chairs**

72.5.1 Program Chairs may be renewed once by a process of review of their first (1st) term. A further renewal shall occur only if the incumbent is selected by a committee comprised in Article 72.4.2 which considers other appropriate candidates.

72.5.2 The Program ASC (per Article 12.7) shall act as the recommending committee. The Chair of this Committee will be another Program Chair from the College, selected by the Dean in consultation

with the Program members. Normally, that Program Chair shall be a Program Chair who is not currently, nor will be, under review for renewal in the same year. The Committee will convene to review the performance of the Program Chair. It will review relevant Professional Activity Reports and subsequent Memoranda of Evaluation by the Dean as per Article 21, and will formulate a list of questions, in consultation with all members of the Program, to be posed to the Program Chair at a subsequent interview meeting.

72.6 Revocation of the Appointment to Program Chair

72.6.1 Where the Dean has concerns with the performance of a Program Chair, the Dean will first informally discuss these matters with the Program Chair to address the concerns and will provide guidance to the Program Chair to improve performance. Where such informal discussion does not lead to satisfactory resolution and where the Dean determines that a Program Chair's performance of their duties as Program Chair (per Articles 72.2 and 72.3) has been unsatisfactory, the Dean shall inform the Program Chair in writing, setting out the areas in which performance must be improved. The Program Chair shall have the right to respond, in writing, to this warning and such response will constitute part of the documentation of the warning. If performance of those duties continues to be deemed by the Dean as unsatisfactory for eight (8) months, this may constitute grounds for revoking the appointment as Program Chair.

72.6.2 The Dean may then recommend to the Provost the Program Chair's appointment be revoked. The Provost shall chair the Program Chair's College CEC. This Committee will examine the evidence: the Dean's request, the Program Chair's rebuttal, and any other documentation. If the Committee decides, by majority vote, that the Program Chair's performance was unsatisfactory, the Committee shall recommend to the Provost that the Program Chair's appointment be revoked. The Provost's decision is final.

72.6.3 The process can be terminated at any time by the Dean withdrawing the complaint or the Program Chair resigning.

72.7 Acting Program Chair

72.7.1 If a Program Chair anticipates being absent from campus for more than forty-eight (48) hours, she/he will designate an acting Program Chair after consulting the Dean. No Member can be compelled to serve in such a capacity.

72.7.2 If a Program Chair anticipates being absent from campus for a continuous period of thirty (30) days or more, the Dean shall normally name an Acting Program Chair for a period that shall normally not exceed one (1) year, after consultation with the Members in the Program. The Acting Program Chair shall be eligible to receive the appropriate administrative stipend as in Article 72.8.3.

72.7.3 When awaiting the outcome of an internal or external search for a Program Chair, the Dean shall normally name an Acting Program Chair, after consultation with the Members in a Program. When a Program Chair unexpectedly resigns or where a Program ASC is unable to recommend a new Program Chair to the Dean, the Dean, after consultation with the Program, shall appoint an Acting Program Chair for a period that shall normally not exceed one (1) year.

72.8 Stipend

72.8.1 The annual supplementary administrative stipend of any Program Chair shall be as set out in Article 48.2.1.

72.8.2 The counting of service towards sabbatical leave for Program Chairs shall be as provided for in Article 54.2(f).

72.8.3 A Faculty Member serving as an Acting Program Chair for a continuous period of thirty (30) days or more shall be eligible to receive the appropriate administrative stipend of a Program Chair, pro rata, for the full duration of such service.

ARTICLE 73: REASSIGNMENT

- 73.1 The campus(es) of the University at which the Member is primarily responsible to the University for meeting the terms and conditions of this Agreement shall be designated on his/her letter of appointment.
- 73.2 The permanent reassignment of a Member with Tenure or a Continuing appointment to another University campus may be required by the operational needs of the University. The Member and the Employer shall make every reasonable effort to arrive at a fair negotiated agreement on relocation. The Employer shall be responsible for the full cost of transporting the Member and Member's family and their household goods to the new location in accordance with the University's relocation policy.
- 73.3 For purposes of this Article, a campus is any location of the University's operation more than two hundred kilometres (200 km) away from another location of the University's operations.
- 73.4 The short-term reassignment of a Member to another University campus may be required by the operational needs of the University. The Member and the Employer shall make every reasonable effort to arrive at a fair negotiated agreement on relocation, however relocation shall only occur with the consent of the Member. The Employer will be responsible for all costs associated with travel and accommodation of the Member during the period of reassignment, including the costs of travel back to the principal residence of the Member at monthly intervals in accordance with the University's travel policy.

SECTION L
TRANSITION ITEMS

ARTICLE 74: TRANSITION TO THE AGREEMENT

74.1 Upon release of the arbitration award, the following Articles previously agreed to by the Parties and awarded by the Arbitrator shall be incorporated into the Collective Agreement effective July 1, 2014:

Article 1:	Purpose Statement
Article 2:	Academic Freedom
Article 3:	Openness and Transparency
Article 4:	Access to Information
Article 5:	Conflict of Interest, Apprehension of Bias and Related Matters
Article 6:	Existing Practices
Article 7:	Non Discrimination
Article 8:	Security of Employment
Article 9:	Program Redundancy
Article 10:	Financial Exigency
Article 12:	General Appointment Procedures
Article 13:	Appointment of Faculty
Article 14:	Term Appointments of Teaching Members (Excluding Senior Laboratory Instructors and Librarians)
Article 15:	Appointment of Librarian Members
Article 16:	Appointment of Senior Laboratory Instructors
Article 17:	Appointment of Regional Chairs
Article 18:	Academic Appointments of Academic Administrators
Article 19:	Retirement, Resignation and Alteration of Employment
Article 20:	Personnel Files
Article 21:	Professional Activity Reports
Article 22:	Renewal, Tenure and Promotion of Faculty
Article 23:	Letters of Reference
Article 24:	Promotion and Continuing Appointment of Librarian Members
Article 26:	Promotion and Continuing Appointment of Senior Laboratory Instructor Members (SLIs)
Article 28:	Professional Development Allowance
Article 29:	Duties, Rights and Responsibilities of Faculty Members
Article 30:	Teaching Workload
Article 31:	Librarian Members' Duties, Responsibilities and Workload
Article 32/33:	Regional Chairs
Article 35:	Duties, Rights, Responsibilities and Teaching Workload of Senior Laboratory Instructor Members (SLIs)
Article 36:	Not used
Article 37:	Reduced Workload
Article 38:	Outside Professional Activities
Article 40:	Not used
Article 41:	Not used
Article 42:	Harassment and Discrimination
Article 43:	Fraud and Misconduct in Academic Research
Article 44:	Complaints, Grievances and Arbitration
Article 46:	No Strike or Lockout
Article 47:	Joint Consultation Committee (JCC)
Article 48:	Compensation
Article 49:	Salary Anomalies
Article 50:	Pensions and Benefits
Article 51:	Relocation of Tenure-Track, Tenured, Probationary and Continuing Members
Article 52:	Not used
Article 53:	Childcare
Article 54:	Sabbatical Leave

Article 55:	Academic or Professional Leave (APL) for Librarian and Senior Laboratory Instructor Members
Article 56:	Assisted Study Leave (ASL)
Article 57/58:	Maternity Leave and Parental Leave
Article 59:	Compassionate and Bereavement Leave
Article 60:	Court Leave
Article 61:	Sick Leave
Article 62:	Leave of Absence
Article 63:	Vacation Entitlement
Article 64:	Holidays
Article 66:	Recognition Exclusions from the Bargaining Unit
Article 67:	Association Rights
Article 68:	Association Facilities
Article 69:	Assignment of Association Fees, Dues and Assessments
Article 70:	Management Rights
Article 71:	Not used
Article 72:	Program Chairs
Article 73:	Reassignment
Article 74:	Transition to the Agreement
Article 75:	Duration of the Agreement
Article 77:	Not used

74.2 Upon release of the arbitration award, the following Articles shall be incorporated into the Collective Agreement effective July 1, 2014 and shall be subject to review by Joint Committees established by the Parties:

Article 11:	Employment Equity
Article 27:	Working Conditions
Article 34:	Duties, Rights and Responsibilities of Instructors
Article 39:	Intellectual Property Policy
Article 45A:	Investigations
Article 45B:	Discipline
Articles 65/76:	Accommodating Diversity/Accommodation of Members with Disabilities

74.3 Upon release of the arbitration award, the following Articles shall no longer exist in the Collective Agreement:

Article 25:	Awarding of Career Development Increments
Article 36:	Short Term Workload Redistribution Toward Teaching
Article 52:	Development of Members
Article 71:	Delegation of Management Functions to Members
Article 77:	University Achievement Awards

74.4 **Transition to Article 4: Access to Information**

The Employer shall implement the reporting requirements under this Article commencing February 1, 2016.

74.5 **Transition to Article 11: Employment Equity**

The Parties agree to establish a committee to review Article 11: Employment Equity to improve clarity of language, address language that is not congruent with existing legislation or practice or where the Parties mutually agree that with more discussion the language could be made better for both Parties. The Committee shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their

representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until November 16, 2016 to identify any mutually agreeable changes to Article 11: Employment Equity and submit the changes in writing to the JCC. The JCC shall have until December 16, 2016 to agree on any changes to Article 11: Employment Equity which shall be incorporated into the Collective Agreement by no later than December 16, 2016. If the Parties are unable to agree on changes to Article 11: Employment Equity, the language in the 2012-2014 Faculty Agreement will remain in effect.

74.6 Transition to Article 12: General Appointment Procedures

Changes to this article shall apply to all current and future recruitment activities as at December 16, 2015.

74.7 Transition to Article 14: Term Appointments of Teaching Members (Excluding Senior Laboratory Instructors and Librarians)

The Parties agree that Programs shall establish a sessional roster by no later than May 1, 2016. Applications by sessional instructors to be included on the sessional roster shall be submitted to the Dean by no later than April 22, 2016. The Parties agree that hiring procedures for courses offered to sessional instructors in accordance with the sessional roster shall commence for all courses offered in the Fall 2016. The Parties agree that the right of first refusal to teach a course shall take effect for all courses offered in the Fall 2016. The Parties agree that seniority shall be calculated for any course taught by a sessional instructor commencing September 1, 2013.

74.8 Transition to Article 15: Appointment of Librarian Members

The Parties agree that any current Librarian Member serving in a term position shall be automatically awarded seniority based on the start date of the Librarian Member's appointment at the University and shall include all subsequent contract renewals from the start date of employment at the University.

74.9 Transition to Article 16: Appointment of Senior Laboratory Instructor Members

The Parties agree that any current Senior Laboratory Instructor serving in a term position shall be automatically awarded seniority based on the start date of the Senior Laboratory Instructor's appointment at the University and shall include all subsequent contract renewals from the start date of employment at the University.

74.10 Transition to Article 19: Retirement, Resignation and Alteration of Employment

The Parties agree that any changes to Article 19 shall apply to all applications for phased retirement submitted on or after January 1, 2016. The Parties agree that the additional \$5,000 allocated to the Post-Retirement Medical/Dental Benefit fund shall be available in each year of the Agreement commencing July 1, 2014.

74.10.1 The Parties agree to establish a joint working group on post-retirement benefits. The purpose of the working group shall be to make recommendations to the JCC on optional post-retirement benefit plans for retired members. The joint working group shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until August 1, 2016 to submit a report to the JCC.

74.11 **Article 21: Professional Activity Reports**

The Parties agree that the transition from Performance Evaluation Reports to Professional Activity Reports (PAR) shall commence for the Spring 2016 reporting period. The Parties agree to extend the date for submission of the PAR to February 19, 2016 for the 2016 reporting period, and shall provide a joint information session to Program Chairs/Supervisors by no later than February 5, 2016.

74.12 **Article 26: Promotion and Continuing Appointment of Senior Laboratory Instructor Members (SLIs)**

The Parties agree that any current Senior Laboratory Instructor with a probationary appointment shall be considered for continuing appointment under the terms and conditions of the 2012-2014 Faculty Agreement. The Parties agree that commencing February 1, 2016 any new Senior Laboratory Instructor appointment into a probationary position shall be considered for continuing appointment under the terms and conditions of the 2014-2019 Collective Agreement.

74.13 **Article 27: Working Conditions**

The Parties agree to establish a committee to review Article 27: Working Conditions to improve clarity of language, address language that is not congruent with existing legislation or practice or where the Parties mutually agree that with more discussion the language could be made better for both Parties. The Committee shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until November 16, 2016 to identify any mutually agreeable changes to Article 27: Working Conditions and submit the changes in writing to the JCC. The JCC shall have until December 16, 2016 to agree on any changes to Article 27: Working Conditions which shall be incorporated into the Collective Agreement by no later than December 16, 2016. If the Parties are unable to agree on changes to Article 27: Working Conditions, the language in the 2012-2014 Faculty Agreement will remain in effect.

74.14 **Article 28: Professional Development Allowance**

The Parties agree that the increased PDA supplements shall be retroactive to July 1, 2014 and shall be distributed to Members by no later than March 31, 2016.

74.15 **Article 29: Duties, Rights and Responsibilities of Faculty Members (Addendum)**

The University agrees to inform the Faculty Association by February 1, 2016 of the date upon which any current contract with a travel agent will expire.

74.16 **Article 30: Teaching Workload**

For the teaching assignments for the Fall 2016, the Parties agree that the Deans shall provide reasons for assignment of teaching workload upon request of the Member. The Parties agree that the Deans shall take into consider the additional relevant factors for any teaching assignments commencing in the Fall 2016 semester.

74.17 **Article 32: Program Chairs**

The Parties agree that the formative review of Members' Professional Activity Reports shall take effect in 2016.

74.18 **Article 34: Duties, Rights and Responsibilities of Instructors**

The Parties agree to establish a committee to review Article 34: Duties, Rights and Responsibilities of Instructors to improve clarity of language, address language that is not congruent with existing legislation or practice or where the Parties mutually agree that with more discussion the language could be made better for both Parties. The Committee shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until November 16, 2016 to identify any mutually agreeable changes to Article 34: Duties, Rights and Responsibilities of Instructors and submit the changes in writing to the JCC. The JCC shall have until December 16, 2016 to agree on any changes to Article 34: Duties, Rights and Responsibilities of Instructors which shall be incorporated into the Collective Agreement by no later than December 16, 2016. If the Parties are unable to agree on changes to Article 34: Duties, Rights and Responsibilities of Instructors, the language in the 2012-2014 Faculty Agreement will remain in effect.

74.19 **Article 38: Outside Professional Activities**

The Parties agree that Members shall seek the opinion of the Dean in advance of any substantial outside professional activity for any new activity made known to the Member on or after February 1, 2016.

74.20 **Article 39: Intellectual Property Policy**

The Parties agree to establish a committee to review Article 39: Intellectual Property to improve clarity of language, address language that is not congruent with existing legislation or practice or where the Parties mutually agree that with more discussion the language could be made better for both Parties. The Committee shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until November 16, 2016 to identify any mutually agreeable changes to Article 39: Intellectual Property and submit the changes in writing to the JCC. The JCC shall have until December 16, 2016 to agree on any changes to Article 39: Intellectual Property which shall be incorporated into the Collective Agreement by no later than December 16, 2016. If the Parties are unable to agree on changes to Article 39: Intellectual Property, the language in the 2012-2014 Faculty Agreement will remain in effect.

74.21 **Article 44: Complaints, Grievances and Arbitration**

The Parties agree that any complaint or grievance submitted prior to January 1, 2016 shall be subject to the terms and conditions of the 2012-2014 Faculty Agreement. The Parties agree that any complaint or grievance submitted on or after January 1, 2016 shall be subject to the 2014-2019 Collective Agreement.

74.22 **Article 45A: Investigations**
Article 45B: Discipline

The Parties agree to establish a committee to review Article 45A: Investigations/Article 45B: Discipline to improve clarity of language, address language that is not congruent with existing legislation or practice or where the Parties mutually agree that with more discussion the language could be made better for both Parties. The Committee shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until November 16, 2016 to identify any

mutually agreeable changes to Article 45A: Investigations/Article 45B: Discipline and submit the changes in writing to the JCC. The JCC shall have until December 16, 2016 to agree on any changes to Article 45A: Investigations/Article 45B: Discipline which shall be incorporated into the Collective Agreement by no later than December 16, 2016. If the Parties are unable to agree on changes to Article 45A: Investigations/Article 45B: Discipline, the language in the 2012-2014 Faculty Agreement will remain in effect.

74.23 **Article 47: Joint Consultation Committee (JCC)**

The Parties agree that the representatives and alternate to the JCC of the Employer and Faculty Association shall be confirmed in writing and exchanged by the Parties by no later than February 1, 2016.

74.24 **Article 48: Compensation**

The Parties agree to incorporate a Memorandum of Settlement (Appendix 74A) which sets out the terms and conditions of the arbitration award for retroactive wage adjustments commencing July 1, 2015.

74.25 **Article 49: Salary Anomalies**

The Parties agree that the next salary anomalies review will commence no later than April 16, 2016 with any salary anomalies adjustments to be implemented retroactive to July 1, 2015.

74.26 **Article 51: Relocation of Tenure-track, Tenured, Probationary and Continuing Members**

The Parties agree that any Full-time Term Member appointed on or after July 1, 2014 shall receive retroactive reimbursement of relocation expenses to a maximum of \$5,000 by no later than March 31, 2016.

74.27 **Articles 57/58: Maternity and Parental Leaves**

The Parties agree that changes to the maternity/parental leaves shall commence for any application submitted to the University on or after February 1, 2016.

74.28 **Articles 65/76: Accommodating Diversity/Accommodation of Members with Disabilities**

The Parties agree to establish a committee to review Articles 65/76: Accommodating Diversity/Accommodation of Members with Disabilities to improve clarity of language, address language that is not congruent with existing legislation or practice or where the Parties mutually agree that with more discussion the language could be made better for both Parties. The Committee shall consist of 2 (two) persons named by and representing the Association, two (2) persons named by and representing the Employer, and one (1) Chair jointly appointed by the other four (4) members. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Committee shall commence meeting on or after February 1, 2016 and shall have until November 16, 2016 to identify any mutually agreeable changes to Articles 65/76: Accommodating Diversity/Accommodation of Members with Disabilities and submit the changes in writing to the JCC. The JCC shall have until December 16, 2016 to agree on any changes to Articles 65/76: Accommodating Diversity/Accommodation of Members with Disabilities which shall be incorporated into the Collective Agreement by no later than December 16, 2016. If the Parties are unable to agree on changes to Articles 65/76: Accommodating Diversity/Accommodation of Members with Disabilities, the language in the 2012-2014 Faculty Agreement will remain in effect.

74.29 **Memorandum of Understanding: Compensation Model**

The Parties agree to establish a Joint Working Committee for the purpose of re-designing the compensation model. The Joint Working Committee shall consist of 3 (three) persons named by

and representing the Association, three (3) persons named by and representing the Employer. The Parties shall exchange the names of their representatives by no later than February 1, 2016. The Joint Working Committee shall commence meeting no later than June 16, 2016. The Joint Working Committee shall submit a non-binding joint recommendation to the bargaining teams for consideration at the 2019 round of bargaining. Failing a joint recommendation, the members of the Joint Working Committee will forward their progress to the 2019 bargaining teams.

Memorandum of Settlement

APPENDIX 74A

PAY PERIOD SCHEDULE FOR IMPLEMENTATION OF JULY 1, 2015 RETROACTIVE GWI SALARY ADJUSTMENTS:

<i>Pay Date</i>	<i>Employee Type</i>
March 18, 2016	<i>Currently employed:</i> Tenured & Tenure-track Faculty Regular Term & Instructor Faculty Continuing & Probationary Librarian Members Full-time Term Librarian Members Continuing & Probationary SLIs Full-time Term SLIs
April 1, 2016	Part-time Instructors <i>employed during the Winter 2016 Semester</i>
June 2, 2016 to December 31, 2016 (Subject to email request from the previous employee received prior to or during the period June 2, 2016 to December 15, 2016)	<i>Previously employed:</i> Tenured & Tenure-track Faculty Regular Term & Instructor Faculty Continuing & Probationary Librarian Members Full-time Term Librarian Members Continuing & Probationary SLIs Full-time Term SLIs Part-time Instructors employed during the period July 1, 2015 - December 31, 2015

ARTICLE 75: DURATION OF THE AGREEMENT

75.1 Except as otherwise stated, this Agreement shall take effect July 1, 2014 following ratification by both Parties, and shall expire on June 30, 2019. Once notice to commence bargaining is given as per Sections 46 and 47 of the Labour Relations Code, this Agreement shall continue in effect until a new Agreement is concluded.

SECTION M

ACCOMMODATION OF DISABILITY

ARTICLE 76: ACCOMMODATION OF MEMBERS WITH DISABILITIES

- 76.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage all Members with disabilities to avail themselves to the services available at the University that may facilitate their contributions to teaching, scholarship and service. Information on University of Northern British Columbia's disability related policy, procedures and services is available on the disability service website at: <http://www.unbc.ca/disabilities/index.html>

ARTICLE 77: NOT USED

SECTION N

MEMORANDUM OF UNDERSTANDING



Memorandum of Understanding

November 27, 2015

Preamble

After the first 25 years in UNBC's history, and to ensure the long term success of the organization, it is important to ensure that the compensation philosophy and strategy supports the recruitment and retention of outstanding Faculty, Librarians and Senior Lab Instructors.

Objective of the Agreement

The parties acknowledge that a comprehensive review of the current compensation model would be a valuable undertaking to ensure that the compensation model in the Collective Agreement between the University and the Faculty Association meets the interests of the Faculty, Librarians and Senior Lab Instructors and the University. The re-design of compensation is a complex exercise and one that is difficult to achieve through a traditional bargaining exercise. The design of the model needs to be separated from the allocation of funds to the model to ensure that over time the structural goals are achievable regardless of any new funding that may come into the system.

In order to facilitate an improved relationship at the next round of collective bargaining, the parties agree to the following:

- the parties will establish a working committee with the purpose of re-designing the compensation model
- the working committee will begin its work six months after the date of the award
- the parties will assign membership to the working committee which may or may not include bargaining team representatives
- the parties will commit to clearly articulating their interests and to respecting and understanding each other's underlying interests
- the working committee will take a principled and structural approach to design
- the working committee will not have a financial mandate; rather its goal will be to consider long term outcomes through a re-designed model
- the desired outcome is a non-binding joint recommendation to the bargaining teams for consideration at the next round of bargaining; failing a joint recommendation, the parties will forward their progress to date to the bargaining teams

- Collective agreement language to support the new compensation model will be will be negotiated in the next round of bargaining, not prepared by the working committee

Memorandum of Understanding

Between: The University of Northern British Columbia
(the Employer)

And: The University of Northern British Columbia Faculty Association
(the Union)

During negotiations for the renewal of the 2012 – 2014 agreement the Parties identified a list of outstanding Articles that the Parties recognized could potentially be improved for the mutual benefit of the Parties. Specifically, these Articles are:

Article 11: Employment Equity
Article 27: Working Conditions
Article 34: Duties, Rights and Responsibilities of Instructors
Article 39: Intellectual Property
Article 45A/B: Investigations/Discipline
Article 65/76 Accommodating Diversity/Accommodation of Members with Disabilities

The Parties agreed to establish a Committee,, upon ratification of the first Faculty Collective Agreement, to review the Articles listed in the MOU to improve clarity of language, address language that is not congruent with existing legislation or practise or where the Parties mutually agree that with more discussion the language could be made better for both Parties.

Any further discussions of Articles included in the MOU are not to include any proposals of any nature that create improvements or gains for just one of the Parties involved in this Agreement i.e. there is no future bargaining for increased or decreased rights regarding the Articles identified in this MOU.

The Parties will have one year to identify any mutually agreeable changes to any Articles listed under this MOU.

The committee discussions of any Articles covered by this MOU will be on a without prejudice basis with respect to the interpretation of the first Faculty Collective Agreement.

Any changes mutually agreed to by the Committee tasked with addressing the Articles identified within this MOU will be subject to an approval process by both the Employer and the Faculty Association. The Parties determine their own approval process. If agreement is found at the committee level and if that agreement is supported by the approval process of both the Employer and the Faculty Association then the changes will be implemented based on the terms agreed to. If agreement is not reached at the committee level or if the approval process from either party is not successful then the Parties to this agreement mutually agree to live with the existing language of the last Faculty Agreement.

During the one year term of this MOU the Parties agree to abide by the language of the last Faculty Agreement for all the Articles identified in the MOU. This language prevails unless a change is mutually agreed to and approved as described above.

Dated December 10, 2014