

2022 – 2025
COLLECTIVE AGREEMENT

BETWEEN

**THE EMILY CARR UNIVERSITY
OF ART AND DESIGN**

AND

**THE EMILY CARR UNIVERSITY
OF ART AND DESIGN
FACULTY ASSOCIATION**

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PREAMBLE

- A. **Emily Carr University is situated on unceded, traditional, and ancestral territories of the xʷməθkʷəyəm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish) and səliłwətaʔ (Tseil Waututh) peoples.**
- B. **The purpose of this Agreement is to promote the development and improvement of the quality and effectiveness of the education provided at the University, and to foster an educational climate which will encourage freedom of thought and inquiry, awareness, openness, and personal and social responsibility.** The Parties agree that it is mutually beneficial and desirable to promote harmonious relations and to set forth herein the Agreement concerning rates of pay, hours of work, and conditions of employment to be observed between the Parties and to provide a method for the orderly adjustment of disputes and grievances.
- C. This Agreement, together with any individual contracts of employment between the University and individual Faculty Members which are entered into pursuant to this Agreement, represent all the terms and conditions which govern the relations between the Faculty Association, the University, and those employees of the University to whom this Agreement applies. No other or further terms and conditions are applicable or enforceable except where, and to the extent of, further mutual agreements are committed to writing by the Parties to this Agreement and are intended, either expressly or by implication, to be incorporated into this Agreement.

ARTICLE 1 - DEFINITIONS

The University and Faculty Association agree that where this Agreement stipulates in the membership of certain University committees persons who are not members of the Faculty Association (eg students, staff) the following interpretations be used: the University and Faculty Association will make every effort to include those persons on the committees. However, non-participation by other groups will not impair the functioning of the committees or their deliberations.

- 1.01 **The Board** is the Board of Governors of the Emily Carr University of Art and Design as defined by The University Act, as amended from time to time.
- 1.02 **The Senate** and its responsibilities are defined by the University Act.
- 1.03 **University Policy**, to the extent that it refers to or impacts on the rights and responsibilities of Faculty Association Members, shall be arrived at jointly by the University and the Faculty Association.
- 1.04 **The Joint Consultation Committee** consists of up to three members each from the University and the Faculty Association. The Vice President Academic and the Vice President Finance and Administration shall sit on the Committee for the University and the President and the Vice President of the Faculty Association shall sit on the Committee for the Faculty Association. The Committee is established to review workplace issues at least once every two months as per Articles 53 and 54 of the Labour Relations Code.
- 1.05 **The Benefits Committee** is a committee consisting of representatives from each employee group. Each employee group will have a minimum of two members who will be elected/appointed representatives of, and responsible to, their constituencies. New members will be elected/ appointed by their constituencies when a position becomes vacant. Ideally, each constituency's members will serve staggered two-year terms to provide continuity. Ex-officio non-voting members of the committee include the Vice President, Finance and Administration, the AVP Human Resources or designate and the Human Resources Benefits Administrator (Article **24.07.3**).
- 1.06 **The Sabbatical and Educational Leave Committee** is a committee consisting of the Vice President Academic as chairperson, a Dean, three Regular Faculty representatives chosen by the Faculty Association, one Board member elected by the Board from Ministry appointments, and **one** external member from other institutions, appointed by the President of the University, or designate, as required by Article **21.05.2**.
- 1.07 **The Professional Development Fund Committee** is a committee consisting of an equal number of Faculty Members, chosen by the Faculty Association, and University members, appointed by the President or designate, as required by Article **19.02**.
- 1.08 **The Developmental Review Committee** is a committee consisting of the Faculty Dean as Chairperson of the Committee, an Assistant Dean of the Faculty or equivalent and two Regular Faculty Members from the Faculty of the faculty member being reviewed, as set out in Article 12.02.3. The Regular faculty members will serve no more than two (2) consecutive years on the committee. The terms of the two faculty members will be staggered to ensure continuity of experience.
- 1.09 **The Evaluation Committee** consists of any two of the President, the Vice President Academic (Chairperson), and the Faculty Dean of the faculty member being evaluated.

ARTICLE 1 - DEFINITIONS

Additional members may be included, at the discretion of the committee, when added expertise is required, as set out in Article **12.02.6**.

- 1.10 The Probationary Selection Committee – Teaching Faculty** is a committee whose purpose is to nominate one or more candidate(s) for a tenure track Faculty appointment. It shall consist of the relevant Dean or Vice President Academic as Chairperson of the Committee, an Assistant Dean appointed by the Vice President Academic, three faculty members, normally two from the relevant program area, one of which is appointed by the faculty in the program curriculum area, and one from another area, appointed by the Vice President Academic or designate, up to two students appointed by the Vice President Academic or designate, other members, if invited by the committee, to provide special expertise, and the AVP Human Resources, or a designate, as an ex-officio, non-voting member, as set out in Article 11.02.1.
- 1.11 The Probationary Selection Committee – Non-Teaching Faculty** shall consist of the administrative supervisor of the position, or designate, as chairperson of the committee, two Regular faculty members whenever possible, appointed by the chairperson of the committee, up to two students appointed by the chairperson of the committee, other members, if invited by the committee, to provide special expertise, and the AVP Human Resources, or designate, as an ex-officio, non-voting member, as set out in Article 11.02.2.
- 1.12 The Tenure and Promotion Review Committee** is a committee established to recommend conferral of Regular status and/or promotion of rank, consisting of the Vice President Academic or a designate selected by the President as Chairperson of the Committee, the Faculty Dean **or the Administrative Supervisor** of the faculty member under review, two Regular Faculty Members selected by the candidate, two Regular Faculty Members selected by the Committee Chairperson who are of equal or higher rank than the candidate, one (non-voting) member from the Human Resources Department to advise on the process, and up to two additional external members who may be added, one at the discretion of the Chairperson of the Committee and one at the discretion of the Committee, for diversity or expertise, as set out in Article **13.03**.
- 1.13 Placement Committee** shall meet to decide on the placement on the salary scale of a newly-appointed Probationary Faculty Member. The committee shall consist of the Vice President Academic or designate, the Vice President Finance and Administration, Faculty Association President or designate, as set out in Appendix II, 1.6.
- 1.14 The Employment Year for Regular or Probationary Teaching Faculty Members** shall commence on 1 August and continue through 31 July of the following year. The employment year shall typically consist of two academic teaching semesters and twenty-two (22) working days per year for professional development, practice and research activities and an annual vacation of forty-three working days.
- 1.15 The Employment Year for Regular or Probationary Non-Teaching Faculty Members** shall correspond to the calendar year from the date of hiring. The employment year includes annual vacation (Article **18**) and professional development time (Article **19**). The date of hiring shall be used as the anniversary date for purposes of salary placement step increases.
- 1.16** University service is active participation in the life of the University community, the Faculty Member's practice and/or profession, and in the community-at-large. Participation on University and Faculty Association committees, assistance and/or leadership in departmental administration, and contributions to the intellectual and cultural life of the

ARTICLE 1 - DEFINITIONS

campus is part of such service. Service is also defined as contributions to creative, professional and/or learned societies; participation in local, provincial, national and/or international groups and programs related to the Faculty Member's area of practice; consulting work; and/or contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.

- 1.17 **Faculty Member** refers to the following position titles: **Sessional Instructor, Adjunct Professor, Adjunct Instructor, Substitute Instructor, Artist/Designer/Scholar/Writer in Residence, Librarian, Archivist, Writing Specialist, Learning Specialist, Educational Developer, Counsellor, Lecturer, Writing Centre Coordinator, Writing Centre Assistant Coordinator, Assistant Professor, Associate Professor, Professor.**
- 1.18 **Academic Year**: Faculty members will have responsibilities throughout the academic year which shall consist of two (2) teaching semesters and one (1) non-teaching semester, unless otherwise determined by agreement between the employee and the employer. The Academic Year will typically run from September 1 to August 31.
- 1.19 **Regular Faculty** refers to a teaching faculty member who holds Tenure recognized and determined by the University. In the case of a non-teaching faculty, it refers to a faculty member who has either achieved tenure or, in the case of Counsellors, has achieved regular status.
- 1.20 **Probationary Faculty** refers to a teaching faculty member who holds a Tenure-Track Position.
- 1.21 **Continuing Faculty** are those who hold Lecturer status which are continuing appointments subject to available work. Continuing Faculty serve an evaluation period and are not considered probationary.

ARTICLE 2 – APPLICABILITY OF THE COLLECTIVE AGREEMENT

- 2.01** The University recognizes the Faculty Association as the sole and exclusive bargaining unit described in the British Columbia Labour Relations Board Certification, as amended from time to time. This will not prevent agreements being made between individual Faculty Members and the University as permitted by this Agreement. However, the University shall not make any oral or written agreement with a Faculty Member which conflicts with any items of this Agreement.
- 2.02** The terms of this Collective Agreement shall apply to all Regular, Probationary and Non-Regular Faculty Members, including Artists/Designers/Scholars in Residence and Substitute appointments, whose contracts of employment are in excess of thirty calendar days. No items of this Agreement shall apply to Faculty Members engaged in the University's non-credit programs unless such coverage is expressly indicated herein.
- 2.03** The Association shall instruct its members to abide by the terms of the Agreement, and the University shall instruct its representatives that they are required to know, apply, and abide by the terms of the Agreement.
- 2.04** If any articles of this Agreement or part thereof is declared invalid or altered by legislation, the Parties will negotiate a mutually agreeable provision to be submitted for the provision so rendered invalid or altered. The remainder of this Agreement shall remain in full force and effect for its term.
- 2.05** The Parties agree to comply with the provisions of the Human Rights Code and agree that any alleged violations of the Act can be grieved pursuant to this Agreement.
- 2.06** In this Agreement, unless the context otherwise requires, words importing a male person shall include a female person and vice versa, and words used in the singular shall be constructed as meaning the plural if the facts or context so require.

ARTICLE 3 – ASSOCIATION MEMBERSHIP AND DUES

- 3.01** As a condition of continued employment, each Regular, Probationary, Non-Regular, Artist/ Designer/Scholar in Residence, full-time or part-time Faculty Member or substitute whose contract of employment is in excess of thirty calendar days shall become a member in good standing of the Faculty Association, and shall maintain such membership while employed.
- 3.02** Prior to or on the date of commencement of employment with the University, each Faculty Member covered by the terms of this Agreement shall authorize the University, in writing, to deduct the Faculty Association monthly dues by signing the following authorization provision:
- “I hereby assign to the Emily Carr University of Art and Design Faculty Association and authorize the University to deduct from my salary earned or to be earned as its employee, all dues levied against me by the Faculty Association for each calendar month following the date of this assignment.”
- 3.03** Pursuant to the above written authorization, the University shall deduct the monthly dues owing to the Faculty Association, on their behalf, from monthly pay cheques of the Faculty Members covered by this Agreement. Such dues shall be forwarded to the Association’s Treasurer by the fifteenth of the month following the month of deduction.
- 3.04** Within thirty calendar days following ratification of this Agreement, the Association will provide written notice to the University’s Vice President, Finance and Administration, of the amount of monthly dues to be deducted. It is also agreed that the Association’s Treasurer shall provide the University with at least thirty (30) days’ notice, in writing, of any proposed changes to the specified monthly dues, with the understanding that such changes shall not occur more than twice in any contract year.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01** The operation, control and management of the University, and all activities of the University, and the supervision and direction of the Faculty Members are, and shall continue to be, solely and exclusively the functions and prerogatives of the Management of the University. All of the rights, functions, and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the University.
- 4.02** The University shall not make or publish any regulation which is in conflict with this Agreement, and shall forthwith amend any regulation discovered to be so in conflict; but in any case, in the event that there is a conflict between any term of this Agreement and any regulation made by the University, or on behalf of the University, this Agreement shall take precedence over said regulations.
- 4.03** In the matter of working conditions, the Faculty Association shall have the opportunity to contribute to the development of applicable policies and procedures through the Joint Consultation Committee.

ARTICLE 5 – JOINT CONSULTATION COMMITTEE

5.01 At the request of either Party, the Joint Consultation Committee shall consult during the term of this Agreement for the purpose of discussing issues relating to the workplace (other than grievances or complaints under statutes) that affect the Parties or any Faculty Member bound by this Agreement.

5.02 Composition of Committee

The Joint Consultation Committee shall consist of up to three (3) members each from the University and the Faculty Association. The three members of the University shall include the Vice President Academic and the Vice President Finance and Administration. The three members of the Faculty Association shall include the President and the Vice President of the Faculty Association. Either party may call upon additional persons, as required, provided the other party is provided with at least two (2) business days' notice.

5.03 Purpose of Committee

The purpose of the Joint Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy that affect the University, to foster understanding between the University and the Faculty Association, to foster the development of work-related skills, and to promote workplace productivity. The Committee shall meet at least once every two months for the purpose of discussing issues relating to the workplace that affect the Parties or any Faculty Member bound by this Agreement. In exceptional circumstances the Committee shall meet at the request of either party.

5.04 Operation

The Joint Consultation Committee shall meet at a time, date and location mutually agreeable to the Parties.

The Party requesting a meeting shall inform the other Party of the reason for the meeting at the time of making the request. Additional proposed agenda items shall be mutually agreed upon.

A quorum shall consist of one member from each Party.

ARTICLE 6 – RELEASE TIME FOR FACULTY ASSOCIATION DUTIES

- 6.01** Faculty Association Members required to serve in elected Association positions shall be granted the release time required to conduct the business of the Association, as approved by the Association. Such release time shall be arranged in consultation with the relevant Dean, or designate, to ensure continuing of instructional and other duties. The Faculty Association shall reimburse the University for the actual costs of the substitutes or replacements employed to replace Faculty Members engaged in Association business.
- 6.02** The President and Vice President of the Faculty Association shall not normally be required to participate on University committees while holding office, with the exception of departmental or area meetings and/or committees.
- 6.03** Service to the Faculty Association shall be considered service to the University under Article **14.08**.
- 6.04** Members of the Faculty Association Negotiating Committee shall be granted the time off as approved by the Executive of the Association for committee meetings, but in consultation with the appropriate supervisor to ensure continuity of instructional and other duties. The Faculty Association shall reimburse the University for the actual costs of the substitutes or replacements employed to replace Faculty Members engaged in Association business.

ARTICLE 7 – TEACHING BY ADMINISTRATORS

- 7.01** Administrators have the right to teach at any time if the need exists. Such rights shall not operate to displace Faculty Members from their normal teaching load.
- 7.02** When such appointments involve credit programs, they will normally be filled by administrators such as a Dean, the President of the University, or the Curator of the Gallery and will be made in consultation with the relevant Dean, the Regular Faculty Members of the affected program area, and the Faculty Association.

ARTICLE 8 – MOVEMENT BETWEEN FACULTY AND ADMINISTRATIVE APPOINTMENTS

8.01 Any member of the Faculty Association may apply for a position within the administration and be considered along with all other candidates. If hired to the position, the Faculty Member will cease to be a member of the Faculty Association during the period of time the administrative appointment is held. At the conclusion of the administrative appointment, the Faculty Member will be permitted to return to the Faculty position formerly held, with years of service in the administrative position counted towards years of service as a Faculty Member, subject to Article **21.04.02.3**.

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

9.01 Types of Faculty Appointments

9.01.1 Regular Appointments –full-time or part-time.

9.01.2 Probationary Appointments – full-time or part-time.

9.01.3 Continuing Appointments

9.01.4 Non-Regular Appointments

Sessional **Instructor**

Adjunct **Professor**

Substitute **Instructor**

Librarian

Counsellor

Artist/Designer/Scholar/**Writer** in Residence

9.02 Faculty Ranks and Positions

9.02.1 Regular and Probationary and Continuing Positions

- Teaching ranks:

Assistant Professor

Associate Professor

Professor

- **Continuing Appointments:**

Lecturer

- **Non-Teaching Positions**

Librarian

Archivist

Counsellor

Educational Developer

Writing Centre Coordinator

Writing Specialist

Learning Specialist

9.02.2 Non-Regular Positions

- Teaching positions:

Sessional Instructor

Adjunct **Professor**

Substitute Instructor

Artist/Designer/Scholar/**Writer** in Residence

- Non-Teaching positions:

Librarian

Counsellor

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

9.03 Faculty Appointments

Faculty Members shall be appointed as one of the following:

9.03.1 Regular Appointments

Regular Faculty Members have successfully completed their Probationary appointments. Regular Faculty Members fulfill teaching and teaching-related duties or non-teaching duties, professional practice/research, and service to the University and to the community.

Regular Faculty Members:

- shall hold full-time or part-time appointments without term;
- shall be either Teaching Faculty Members holding the rank of Assistant Professor, Associate Professor or Professor; or
- shall be Non-Teaching Faculty Members holding the positions of Writing Centre Coordinator, Librarian or Counsellor;
- shall have a comprehensive performance review every three years, unless extended by approved leaves;
- in the case of teaching faculty members, may make application through the promotion and tenure review process for advancement in rank;
- may have their employment terminated through resignation, retirement, dismissal for just cause, or pursuant to the provisions of Articles **36** or **37**.

9.03.2 Probationary Appointments

Probationary Faculty Members are working towards achieving Regular status and fulfill teaching and teaching-related duties, or non-teaching duties, professional practice/research and service to the University and to the community.

The anniversary date for Teaching Faculty appointments shall normally be 1 August of the year in which the appointment commences. The anniversary dates for Non-Teaching Faculty appointments shall be the dates of hire to the positions.

Probationary Teaching Faculty Members:

- shall hold full-time or part-time appointments;
- shall hold the rank of Assistant Professor, Associate Professor or Professor;
- shall be hired for a maximum of six years, unless extended by approved leave. Regular status may be awarded in less than six years but usually not less than three years. By the end of the sixth year of the appointment, unless extended by approved leave, a recommendation must be made to the President by the Tenure and Promotion Committee to either grant Regular status or to terminate the Probationary Faculty Member's appointment. In exceptional circumstances, the President may approve the appointment of the Faculty Member to Regular status upon hiring following consultation with the Selection Committee. Notification of such an exception shall be sent to the Faculty Association;
- may initiate an application through the tenure and promotion review process (Article **13.04**) for advancement in rank and/or for Regular status;

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

- must initiate an application for Regular status through the tenure and promotion review process before 1 October of their sixth year of appointment;
- shall have annual reviews through the performance and developmental review process, including an enhanced review in the third year;
- shall have tenure and promotion reviews prior to consideration for Regular status;
- may have their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review or, subject to appeal under Article **13.09**, Tenure Review, or pursuant to the provisions of Articles **36** or **37**.

Probationary Non-Teaching Faculty Members (Librarians and Writing Centre Coordinator):

- shall hold the position of either Librarian or Writing Centre Coordinator;
- shall be hired for a period of three years. Before the end of the third year of the appointment, unless extended by approved leave, a recommendation must be made to the President by the Tenure and Promotion Committee to either grant Regular status or to terminate the Probationary Non-Teaching Faculty Member's appointment;
- shall have an annual review through the performance and developmental review process;
- shall have a tenure and promotion review prior to the completion of their Probationary appointment;
- may have their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review or, subject to appeal under Article **13.09**, tenure review, or pursuant to the provisions of Articles **36** or **37**.

Probationary Non-Teaching Faculty Members (Counsellors):

- shall be hired for a period of two years; and
- shall have a minimum of two reviews by the Administrative supervisor who will make a recommendation to the President to either grant Regular status or to terminate the Probationary Counsellor's appointment no later than by the end of the second year of employment.
- may have their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review, or pursuant to the provisions of Articles **36** or **37**.

9.03.3 Lecturer Appointments

Lecturer Faculty have had Non-Regular appointments and have taught the equivalent of fifty (50) percent or more for four (4) consecutive years hired on a **continuing** basis, with commensurate teaching and student consultation, provide service to the University, but have no requirement regarding professional practice/research.

After regular and probationary faculty have been allocated courses, Lecturers will be assigned courses prior to non-regular faculty as determined by the Vice President Academic.

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

Lecturers will have a teaching load of between 40% and 100%, which will be remunerated as laid out in Article 16.07, with pay spread evenly across 12 months. Assignments and any additional work are subject to course availability in which the Lecturer is qualified to teach.

The Dean, in consultation with the lecturer, shall be responsible for determining course load, taking into consideration regular faculty recommendations, program area operational requirements, curricular needs, the lecturer's skill set as established in a QTT (Qualified To Teach) list, and the lecturer's availability.

To retain the position of Lecturer, Lecturers must teach at least four (4) sections in each academic year. However, they may retain their status for **two (2)** academic years if there are fewer than four (4) sections available to them, or if they have given written notification to the relevant Dean that they will be unavailable to teach for up to one (1) academic year. This period may be extended by the University with the agreement of the Faculty Association.

In the event an employee loses Lecturer status, they will maintain the salary level last achieved as a Lecturer as outlined below provided they teach a minimum of two (2) sections in an academic year. However, if in the event that there are fewer than two (2) sections available to them, they may only retain their salary level for that one (1) academic year.

Lecturer Faculty:

- shall hold the position of Lecturer;
- **Courses shall be offered based on a person's qualifications to teach. Lecturers shall accrue seniority as defined by Article 11.06.5.**
- **shall serve a two (2) year evaluation period after achieving Lecturer status, subject to a performance review by the Lecturer Review Committee. Failure to maintain Lecturer status following the evaluation period means that the faculty member shall revert to Sessional Instructor and their qualifications shall be reassessed by the Dean.**
- shall have performance and developmental reviews **consistent with regular and probationary faculty**;
- shall be eligible for the following benefits **and conditions**:
 - an additional two percent vacation pay added to their base salary;
 - leaves of absence as outlined in Article 22;
 - sick leave as outlined in Article 23.01;
 - **health and welfare benefits as outlined in Article 24;**
 - the College Pension Plan as outlined in Article 25;
 - death benefits as outlined in Article 29;
 - annual progression through the salary scale to a maximum of Step 3 of the Provincial Salary Scale.

9.03.4 Lecturers and Non-Regular Faculty Growth Track

At any given time, each Faculty shall maintain a minimum of 1 Adjunct Professor role and may create more at the sole discretion of the University. Upon identification of the Adjunct Position, Lecturers and Non-Regular Faculty may be nominated for appointment to the position of Adjunct Professor upon meeting the following conditions:

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

- after completing three (3) years of FTE teaching as recognized by the university; and
- upon receiving a positive nomination a committee shall adjudicate their nomination. The Committee shall consist of the Dean and at least two regular faculty members from the lecturer or non-regular faculty member's Faculty, at least one of whom is from the program areas that the lecturer or non-regular faculty member teaches in, a regular faculty member from outside the lecturer or non-regular faculty member's Faculty, and one non-voting member from Human Resources.

The Adjunct Professor role shall be available for a term of 3 years and will be full time with a workload consistent with a regular faculty member. The role shall serve as an opportunity to grow their knowledge and expertise in an effort to ready themselves for a tenure-track probationary appointment hiring process within the post-secondary sector.

At the conclusion of the Adjunct Professor appointment, the faculty member will return to their previous status with no loss of seniority.

9.03.5 Non-Regular Appointments

Non-Regular Teaching Appointments

Non-Regular Faculty Members shall be hired on a per-course basis with commensurate teaching duties. In the annual hiring cycle, contracts shall be issued for both fall and spring to the degree possible. Procedures for hiring non-regular faculty are outlined in **Article 11**.

Non-Regular Teaching Faculty:

- shall hold the position of, Sessional Instructor, Adjunct **Professor, Adjunct Instructor, Substitute Instructor**, or Artist/Designer/Scholar/**Writer** in Residence;
- shall be available as part of their regular teaching responsibilities for student consultations one (1) hour per three-credit course per week to a maximum of three (3) hours a week, at a time convenient to students as determined by the Faculty Member, and shall post the consultation time(s).
- Non-regular appointments are offered in the credit program on a semester by semester basis with a teaching load from three up to a maximum of fifteen credits per semester for studio appointments or from three up to a maximum of twelve credits per semester for academic appointments. **Effective September 2024, refer to Letter of Understanding - Transition to 4/4 workload Model**
- **Courses shall be offered based on a person's qualifications to teach, as determined by the faculty hiring committees. Non-Regular faculty shall accrue seniority as defined by Article 11.06.5.**
- **Non-Regular faculty may be called upon by their Dean to provide service to the university under circumstances where there are insufficient regular and probationary faculty to fulfill the service needs**

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

of the university and will be compensated for their work pursuant to Articles 11 and 16.

9.03.6 Sessional Appointments

Appointments are normally offered on a per-course basis each semester in the credit program. In the annual hiring cycle, contracts shall be issued for both fall and spring to the degree possible.

Sessional Faculty Members have teaching and teaching-related duties that include preparation, student consultation and student assessment, but no requirement regarding professional practice, research or service to the University, nor committee or administrative work not directly related to their teaching duties unless otherwise contracted.

Sessional Faculty:

- shall hold the position of **Sessional** Instructor;
- **shall accrue seniority as defined by Article 11.06.5.**
- shall have performance and developmental reviews annually to determine suitability for renewal of appointments;
- are eligible for the following benefits:
 - **seven** percent (7 %) in lieu of benefits
 - sick leave as outlined in Article **23.02**;
 - leaves of absence as outlined in Article **22**;
 - death benefits as outlined in Article **29**;
 - stipends, which include vacation pay.

Sessional faculty shall normally be hired on contracts of sixteen weeks in duration for Fall and Spring semesters. The Fall semester contract period will commence with the first duty day for sessionals in August. The Spring semester contract will commence with the first duty day for sessionals in January. The Summer semester contract will commence with the first duty day for sessionals in the summer session in which they are teaching.

Sessional contracts shall be offered based on a person's qualifications to teach, as determined by the non-regular faculty hiring committees.

9.03.7 Adjunct Appointments

Adjunct Professors are part of the university's commitment to developing Lecturers and non-regular faculty for tenure-track positions. Adjunct contracts are offered by nomination and review for a single three (3) year term. Appointments are **offered on a full-time basis.** Adjunct Faculty Members have teaching and teaching-related duties that include preparation, student consultation and student assessment, **and includes a** requirement regarding professional practice, research **and** service to the University.

- Adjunct **Professor**
 - shall hold the position of **Adjunct Professor**;
 - shall have no job security beyond the **three (3) year** contract ;

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

- **may request** performance reviews annually to **assist with their growth and development, and to support their readiness when applying for Tenure-track probationary appointments;**
- are eligible for the following benefits:
 - **entitled to health and welfare benefits as outlined in Article 24;**
 - sick leave as outlined in Article **23.02;**
 - leaves of absence as outlined in Article **22;**
 - death benefits as outlined in Article **29;**
 - **vacation leave as outlined in Article 18.01.1;**

At the conclusion of the Adjunct Professor appointment, the faculty member will return to their previous status with no loss of seniority.

9.03.8 Substitute Faculty Member

A Substitute Faculty Member shall be appointed to replace a Regular, Probationary or Non-Regular Faculty Member who is absent due to illness or other unforeseen circumstances as described in Articles **22.01, 22.02, 22.03** and Article **22.04**.

- The appointment shall be on an hourly, daily, weekly, or monthly basis.
- Compensation shall be based on an hourly substitute rate pursuant to Article **16**.
- A substitute appointment shall be made according to University policy.

9.03.9 Artist/Designer/Scholar in Residence Appointments

Artist/Designer/Scholar in Residence Faculty may be appointed by the President in consultation with the Vice President Academic or designate and the President of the Faculty Association, supplementary to the classifications described above, for appointments not to exceed one year. Candidates shall be recognized as outstanding practitioners within their fields who will make valuable contributions to the University. An individual appointment as an Artist/Designer/Scholar in Residence shall not be given a successive appointment.

The conditions of employment for Artist/Designer/ Scholar in Residence shall be specified on an individual basis between the candidate and the President prior to commencement of employment. The Faculty Association shall be notified in writing of all such conditions of employment.

9.03.10 Non-Regular, Non-Teaching Appointments

Appointments as non-teaching faculty are pro-rated according to workloads performed and stipulate commencement and termination dates. Hiring decisions shall be determined by the University. The Faculty Association shall be provided with copies of all appointment letters.

Non-Regular non-teaching faculty:

- shall be hired on term appointments, with start and end dates;
- shall be eligible for the following benefits:
 - compensation based on hourly rates for Librarians Writing Centre Coordinator and Counsellors;
 - seven percent (7%) **in lieu of benefits;**

ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS

- four percent vacation pay or time in lieu of vacation pay;
- sick leave as outlined in Article **23.02**;
- leaves of absence as outlined in Article **22**;
- death benefits as outlined in Article **29**.

ARTICLE 10 – FACULTY QUALIFICATIONS

10.01 Teaching Faculty Qualifications - Probationary and Regular Appointments

To qualify for appointment to Teaching Faculty ranks, Teaching Faculty Members shall **usually** have the following qualifications:

10.01.1 Assistant Professors

- Appropriate academic qualifications in the discipline for which the Faculty Member has been hired, such as a Masters or PhD Degree, or an equivalent combination of education, experience and professional practice;
- normally, a minimum of two years relevant teaching experience at the post-secondary level; **and**
- a suitable record of professional practice or scholarly activity.

10.01.2 Associate Professors

- **All qualifications outlined in Article 10.01.1; and**
- normally a minimum of five years relevant teaching experience at the post-secondary level as an Assistant Professor or equivalent; **and**
- a suitable professional record of practice and/or scholarly activity **that brings to the public realm and mobilizes their work in the appropriate communities of practice, with demonstrated relevance.**

10.01.3 Professor

- **All qualifications outlined in Article 10.01.1 and 10.01.2; and**
- an outstanding and sustained record in teaching and professional practice and/or scholarly activity; and
- scholarly **activities and/or creative works recognized at a national or international level. Scholarly activities and/or creative works at the regional level may be recognized where their importance are clearly articulated.**

Length of service shall neither automatically entitle nor exclude a Faculty Member for consideration for the rank of Professor.

10.02 Teaching Faculty Qualifications – Continuing Teaching Faculty

10.02.1 Lecturer Appointments

- **Appropriate academic qualifications in the discipline for which the Faculty Member has been hired, such as a Masters or PhD Degree, or an equivalent combination of education, and experience; and**
- **Relevant teaching experience as outlined in 9.03.3;**

10.03 Teaching Faculty Qualifications – Non-Regular Teaching Faculty

10.03.1 Sessional, Adjunct or Substitute Appointments

- Appropriate academic qualifications in a relevant discipline; and/or
- relevant professional practice and experience.

ARTICLE 10 – FACULTY QUALIFICATIONS

10.04 Non-Teaching Faculty Qualifications

Appropriate academic and professional qualifications in a relevant discipline; and relevant professional practice and experience **for the following non-teaching positions:**
Librarian, Archivist, Learning Specialist, Writing Centre Coordinator(s), Educational Developer and Clinical Counsellor positions.

10.04.1 Counsellor

In addition, a clinical counsellor shall be registered with the BC Association of Clinical Counselors.

ARTICLE 11 – HIRING OF FACULTY

11.01 Hiring Procedures for Probationary Appointments

Whenever a hiring need for a permanent Faculty position occurs by reason of retirement, resignation, dismissal, creation of new courses, non-renewal of contract, or other cause, the following shall apply:

11.01.1 In the case of a teaching position, the Dean of the applicable Faculty and Vice President Academic, after consultation with the Assistant Dean(s) in the relevant Program area or Faculty, or equivalent, and Regular Faculty in the specific program area(s), shall recommend a search plan to the President which shall include the description and qualifications for the position and the process for advertising the position internally and nationally.

11.01.2 In the case of a non-teaching position, the administrative supervisor of the position, or designate, after consultation with faculty members in the relevant administrative area, and the Assistant Dean(s) or equivalent whenever possible, shall recommend a search plan to the President.

11.01.3 **When a regular full-time position is created, existing Sessional and Lecturer Faculty with the subject competency and appropriate qualifications for the position will be granted an interview. To be granted an interview, candidates shall apply as per standard operating procedures.**

11.01.4 Upon approval by the President, a **Hiring** Committee shall be convened and the Faculty Association shall be notified of the approval to fill the vacancy.

11.02 The Probationary Selection Committee

The Vice President Academic, or designate, shall be responsible for managing a probationary hiring process following the approval to fill a vacancy. The Vice President Academic shall appoint the members of the Probationary Selection Committee and meet with the committee to outline the criteria for the position, and shall notify the Faculty Association.

The purpose of the Probationary Selection Committee is to recommend one candidate for a probationary appointment.

11.02.1 A Probationary Selection Committee for a teaching position shall consist of:

- a relevant Dean or Vice President Academic, as Chairperson of the Committee;
- an Assistant Dean appointed by the Vice President Academic;
- three (3) faculty members, normally two from the relevant program area, one of which is appointed by the faculty in the program area, and one from another area, appointed by the Vice President Academic or designate;
- up to two (2) students from the relevant program area, appointed by the Vice President Academic or designate;
- other members, if invited by the Committee, to provide special expertise; and
- the AVP Human Resources, or a designate, as an ex-officio, non-voting member.

11.02.2 A Probationary Selection Committee for a non-teaching position shall consist of:

ARTICLE 11 – HIRING OF FACULTY

- the administrative supervisor of the position or designate, as Chairperson of the Committee;
- two Regular Faculty Members, whenever possible, appointed by the Chairperson of the Committee;
- one student appointed by the Chairperson of the Committee;
- other members, if invited by the Committee, to provide special expertise; and
- the AVP Human Resources, or designate, as an ex-officio, non-voting member.

11.02.3 The Committee shall prepare a selection plan for the vacancy which shall include:

- the process for considering and evaluating candidates, and
- the process to ensure a similar routine for each candidate to visit the University and to be interviewed by the Committee, meet with Faculty and students, and/ or to present lecture or slide presentations, or whatever is deemed necessary and appropriate.

11.02.4 When the selection plan is complete and all applications are received, the Probationary Selection Committee shall review the applications and identify a shortlist of candidates to be interviewed.

11.02.5 Following the interview process with all short listed candidates, the committee shall decide on a recommended candidate for the position. The Chairperson of the Committee shall present a written recommendation to the President for consideration.

11.02.6 The President may approve or reject the recommendation. In the event that the President of the University does not accept the Committee's recommendation, a written statement shall be made to the Probationary Selection Committee with a copy to the Faculty Association indicating the reasons for the President's decision. The position may be filled as a Non-Regular Faculty position or reopened at the discretion of the President.

11.02.7 Offers of employment to prospective Probationary Faculty Members shall include the program areas, percentage of workload, rank, step placement and Probationary term. Copies shall be sent to the Faculty Association.

11.03 Placement of New Probationary Faculty on the Salary Scale

11.03.1 Placement Committee

Placement Committee shall meet to recommend the placement of newly-appointed Faculty and shall be made up of the:

- Vice President Academic or designate
- Vice President Finance and Administration
- President of the Faculty Association or designate

11.03.2 Appeals

The University reserves the right to place Faculty positions on the salary scale at its sole discretion, but agrees that alterations to this placement policy will be made in consultation with the Faculty Association.

ARTICLE 11 – HIRING OF FACULTY

Following their initial step placement, Faculty Members shall be eligible to have their starting salary reconsidered on the basis of new information or re-interpretation of existing information for the first four months following their appointment date. Such appeals shall be initiated in writing to the AVP Human Resources or designate with a copy to the Faculty Association stating with details the reasons for the appeal.

The Committee for Placement of Probationary Faculty shall reconvene to decide upon the appeal. The decision of the Committee shall be final. The Faculty Member shall be notified in writing concerning the decision with a copy to the Faculty Association.

11.04 The following appendices will continue to apply until the University and the Faculty Association agree upon new hiring guidelines and methods of calculating placement for new appointments:

- Appendix II – Placement of New Probationary Faculty on the Salary Scale.

11.05 Equity Hiring

In accordance with the Letter of Understanding on Employment Equity, the parties are committed to identifying and removing any barriers which may prevent access to equal opportunity in employment.

11.06 Hiring Procedures for Non-Regular Faculty Appointments

The hiring procedures outlined in this section shall govern hiring practices for all Non-Regular Faculty, and Lecturers. Sessional appointments are offered in the credit program on a semester-by-semester basis and stipulate specific commencement and termination dates in a given academic year. A Sessional appointment can stipulate a teaching load from three up to a maximum of fifteen credits per semester for studio appointments or from three up to a maximum of twelve credits per semester for academic appointments, **as determined by the Vice-President Academic. Lecturer appointments shall be offered in a manner consistent with Article 9.03.3.**

11.06.1 Procedure for Identifying Course Sections

The Non-Regular Hiring Committee consists of the Assistant Dean or delegate, and at least two regular faculty in the specific program area, who will meet to review Qualified to Teach lists, seniority lists, and applications. This review will be used to make hiring recommendations regarding courses that are not assigned to regular faculty and Lecturers. Non-Regular Hiring Committee recommendations will be communicated to the appropriate Dean.

The Dean will recommend suitable candidates to the President of the University in accordance with the hiring guidelines outlined in Article 11.06. The decision to grant the appointments resides with the President in consultation with the Dean. **The university will strive to announce appointments with a minimum of two weeks prior to the registration date for the course.** It is recognized that some appointments cannot be confirmed until the beginning of each academic semester.

ARTICLE 11 – HIRING OF FACULTY

It is the responsibility of the Dean, working with the program area, to determine qualifications and the level of knowledge, education, training, and experience necessary to perform the work. These qualifications will be made available to all of those involved in the hiring process, including candidates and hiring committees at the time a course is posted.

Each Faculty/program area shall maintain a Qualified to Teach (QTT) list that outlines which courses each non-regular faculty member is qualified for. All courses successfully and consistently taught by a faculty member shall be included, and faculty members may request to have the qualifications evaluated by the Hiring Committee for additional courses to be included on this list. The QTT list will be shared with the Faculty Association when changes are made.

The Dean, in consultation with the hiring committee, may prioritize equity deserving groups in the hiring process as defined by the Human Rights Commissioner (Human Rights Code Section 42 authorization) or where there is a bona fide occupational requirement, and in a manner consistent with Appendix V.

11.06.2 Duties and Responsibilities

The University is responsible for orienting new non-regular faculty members including a meeting with appropriate regular faculty members and/or administration that is specific to the curriculum being taught. Non-regular faculty are expected to attend this meeting as part of their employment contract.

The primary duties and responsibilities of each Faculty Member shall be to teach educational program(s) and course content as described in the curriculum assigned to the Faculty Member.

Teaching is defined as the responsibility for the research, design, preparation, coordination, delivery, grading, evaluation, and supervision of a scheduled curriculum course content.

11.06.3 Contract Duration

Sessional faculty shall normally be hired on contracts of sixteen weeks in duration for Fall and Spring semesters. The Fall semester contract period will commence with the first duty day for sessionals in August. The Spring semester contract will commence with the first duty day for sessionals in January. The Summer semester contract will commence with the first duty day for sessionals in the summer session in which they're teaching.

Each contract shall expire on its termination date automatically and without notice. Any further appointment, even one following immediately upon a previous one, shall constitute a new, separate appointment, not a renewal or extension of the previous one.

The University offers this appointment in good faith and makes no commitment beyond the terms and duration of the appointment.

ARTICLE 11 – HIRING OF FACULTY

11.06.4 Right to Qualified Work

Right to Qualified Work (RQW) is the process by which work is assigned to Non-regular Faculty. Qualified work is defined as work that has not been assigned to Regular Faculty or Probationary Faculty. Through the RQW system, Non-regular Faculty are hired based on qualifications and seniority. Qualifications are based on their level of knowledge, education, training, and experience.

A list of specialized courses as captured in Appendix XX will be exempt from the RQW system. It is understood that this is a dynamic list. These exemptions will not exceed 20% of the University's available course offerings each Academic Year without agreement from the Faculty Association.

The university shall make an effort to indicate at the time of posting which courses are exempt from the RQW hiring process.

To be considered to teach a course, the Non-regular Faculty member must meet all requirements that have been set by the university for a particular class. Non-regular Faculty hiring committees will be responsible for ensuring that applicants meet the hiring criteria for the courses they are offered.

11.06.5 Seniority

Non-regular Faculty and Lecturers earn seniority based on their FTE teaching load and their category of instruction. 1 point is available each semester (Fall, Spring, Summer), with partial points assigned on the following basis:

Academic non-regular faculty would earn points at the following rate:

- 3-credit course = 0.25 points
- 6-credit course = 0.5 points
- Co-teaching = points based on credits assigned

Studio non-regular faculty would earn points at the following rate:

- 3-credit course = 0.2 points
- 6-credit course = 0.4 points
- Co-teaching = points based on credits assigned

Non-Regular Faculty shall lose their accumulated seniority if they resign or if they do not receive a teaching contract for 18 months from the end of their last appointment. If a non-regular faculty member is on an approved leave from the university, their employment will be considered continuous and shall maintain their QTT status.

Non-regular faculty seniority shall strictly apply to RQW and shall not apply to any other term or condition of employment contained within this agreement.

ARTICLE 11 – HIRING OF FACULTY

A seniority list will be maintained by the university and shall be publicly available. The list will be updated annually. Faculty members will have 1 month from when the list is made public each year to request corrections. Right of First Refusal (ROFR) will remain in place as defined in Appendix XIV until the RQW system is fully functional. See Appendix XIII RQW system implementation details.

Effective September 2024, accrual of seniority shall be consistent with Letter of Understanding – Transition to 4/4 Workload Model.

11.06.6 Application Process

11.06.6.1 Job Postings

Courses that are not assigned to Regular Faculty will be posted using the university's online system at the time the University decides to issue a call for applications.

The call for applications will include online access to the academic scheduling office's course offering record, which will include the following fields:

- Term
- Faculty
- Subject
- Section Name
- Course Name and Description
- Credit Count
- Anticipated Dates and Times
- Method of delivery
- Course qualifications
- EDI Considerations (If Applicable)

The Non-Regular Faculty Hiring Committees will determine qualifications as per Article 10 which will be used to determine hiring decisions. Course qualifications shall be based on the knowledge, education, training and practical and lived experience necessary to teach the course in question.

Courses shall be listed for application as soon as they are reasonably available. All postings will remain open and accessible for at least 2 weeks.

11.06.6.2 Application Process

Applicants will apply in writing to the AVP Human Resources or designate. The application shall include:

- A cover letter identifying the courses for which they would like to be considered in order of priority and how their experience and expertise are appropriate for such an assignment, as well as how many courses they wish to teach;
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ARTICLE 11 – HIRING OF FACULTY

- A curriculum vitae documenting teaching experience, professional experience, research/scholarly activity, and community service.
- Examples of recent work if applicable and/or examples of published scholarship and portfolio examples; and
- Any other reasonable materials that may be requested by the Non-Regular Faculty Hiring Committee.

Internal applicants will update their dossiers each academic year and provide an indication of which courses they wish to teach.

11.06.6.3 Hiring and Evaluation Process

Faculty members whose names appear on the QTT lists are qualified to teach those courses. For applicants who are not on the QTT list, the Non-Regular Faculty Hiring Committee will review applications to ensure that they meet the qualifications outlined in the job posting.

Based on the committee's findings, the Dean will recommend candidates to the President or their delegate. If the Dean does not follow the hiring committee recommendations, they will inform the committee of the reason(s) for departing from the recommendation.

If several candidates meet the listed qualifications, the applicant with the most seniority shall be appointed. If two or more applicants are tied in seniority, then the instructor with the earliest date of hire shall be assigned the work. Priority will be on following the QTT, then Seniority, and then the recommendations of the Non-Regular Hiring Committee.

ARTICLE 12 – FACULTY PERFORMANCE AND DEVELOPMENT REVIEWS

12.01 Scope

Applies to all Faculty Members.

12.02 The Performance and Developmental Review Process

12.02.1 The purpose of the review process shall be to support the faculty member's development and performance in the areas of teaching, professional practice, collegiality including community and University involvement, and to provide the information and constructive criticism necessary to meet the objectives and responsibilities set out in Articles 10 ***Faculty Qualifications*** and 14 ***Faculty Objectives and Responsibilities***.

The review process is designed to provide the University and faculty member with performance information which may be used:

- to determine the continuation of Probationary appointments **for tenure-track faculty**;
- in the tenure and promotion review process;
- to determine eligibility for renewal of Non-Regular appointments;
- for individual Faculty development (**both Regular and Non-Regular**); and
- **to support Non-Regular Faculty in their teaching practice.**

12.02.2 Review Process

The University shall be responsible for the review process and shall ensure fair and reasonable treatment of any faculty members being reviewed. **Faculty members are also responsible for ensuring they meet teaching, service and scholarly activity requirements.**

Teaching and Non-teaching Faculty:

The role of the faculty member is to develop a plan that will support their evolution as an educator and/or practitioner. In doing so, they play an active role in developing, and engaging with, a plan that will guide their development. Scholarly activity will also be a consideration where applicable.

For Teaching Faculty, student course evaluation forms shall be completed for each assigned credit course prior to the end of each academic semester, unless otherwise agreed between the University and the Faculty Association.

At the conclusion of each semester, the University shall produce a summary of all numerical ratings along with a record of all written comments from every student course evaluation form. This documentation shall be sent to the faculty member as soon as practicable after the end of the semester, with a copy to the **Dean**.

For each Non-Teaching faculty member, an administrative assessment shall be completed annually by the Non-Teaching faculty member's direct administrative supervisor and placed in the faculty member's personnel file along with a self-assessment by the faculty member.

ARTICLE 12 – FACULTY PERFORMANCE AND DEVELOPMENT REVIEWS

All faculty members shall be notified when their summaries of course evaluations (for Teaching Faculty) or written administrative assessments (for Non-Teaching Faculty) are available for examination and shall be required annually to examine their own summary or assessment and to advise **their Dean or Administrative Supervisor**, by written record, confirming that they have done so.

No anonymous information will be placed in faculty personnel files, unless required by law.

The Developmental Review Committee shall **be formed to** review Probationary faculty members annually, **usually in May**. Regular faculty members **will** be reviewed by the Developmental Review Committee no less than once within a three year period. **Faculty Reviews will be forwarded to the Dean or Administrative Supervisor for final approval.**

Clinical Counselling:

The clinical supervisor shall be responsible for the overall provision of clinical counselling support at the university and shall engage their probationary counsellors in creating a plan that aligns to the needs of the student body, the university and any relevant governing bodies that regulate clinical counsellors in the province of British Columbia.

Non-Regular Teaching Faculty:

The Dean, an Assistant Dean of the Faculty or equivalent and one faculty elected by the Regular faculty from the Faculty shall review Non-Regular **teaching** faculty members. **prior to achieving Lecturer status.**

Reviews are intended to be supportive and shall be provided to the faculty member in a timely manner. When this review has recommendations which alter the member's eligibility for renewal of Non-Regular appointments, **this** shall be provided to the faculty member, prior to being forwarded to the **Non-Regular** Hiring Committees. Where the performance review is deemed unsatisfactory and/or where the recommendation is not to re-hire, the non-regular faculty member shall be notified by the Dean and provided an opportunity to discuss the review/recommendation.

12.02.3 The Developmental Review Committees

Regular and Continuing Teaching Faculty

The **Developmental Review** Committee for **Regular and Continuing** teaching faculty shall be composed of the following:

- The Dean of Faculty or a designate selected by the Vice-President Academic & Provost, as Chairperson of the Committee;
- an Assistant Dean of the Faculty or equivalent from the Faculty of the faculty member being reviewed, and two Regular faculty members, from the Faculty of the faculty member being reviewed, elected by the Regular faculty members. The Regular faculty members will serve no more than two (2) consecutive years on the committee. The terms of the two faculty members will be staggered to ensure continuity of experience.

ARTICLE 12 – FACULTY PERFORMANCE AND DEVELOPMENT REVIEWS

Non-Regular Teaching Faculty

The Developmental Review Committee for Non-Regular Faculty shall convene to support the development of non-regular teaching faculty. The Dean shall strike the following committee to assist in the review of the faculty members:

- The Dean of Faculty or designate selected by the Vice-President Academic & Provost, as Chairperson of the Committee;
- an Assistant Dean of the Faculty or equivalent; and
- one Regular faculty elected by the Regular faculty from the Faculty.
- an additional faculty member from the program area may be added if program representation is missing from the committee.

All Teaching Faculty

In the case of Regular and Continuing Teaching Faculty, the Developmental Review Committee shall consider the following:

- summaries of student course evaluations placed in the Teaching faculty member's personnel file;
- reports for professional development submitted annually (**optional for Non-Regular Faculty**);
- current curriculum vitae on file with the University;
- a statement or self-evaluation provided by the faculty member of teaching, scholarly and/or professional activities, research, and service to the University and community. The statement may also include faculty member reflections on feedback from previous Developmental Review Committees;
- for probationary teaching faculty in the third year, additional materials will be considered including, but not limited to, teaching observations and reports;
- other relevant information as determined by the Committee.

The Committee shall produce a report, including:

- recommendations for faculty member commendations; and/or
- recommendations, regarding any faculty members whose review indicates a need for development or performance improvement in meeting the Faculty objectives and responsibilities outlined in Article **10 Faculty Qualifications and 14 Faculty Objectives and Responsibilities**.
- recommendation for referral to the Evaluation Committee (**Regular Faculty Only**).

The recommendations developed by the Committee, together with the relevant performance review files, shall be brought forward by the Dean to the Vice-President Academic & Provost for approval or determination of an alternative course of action.

The results of all performance and developmental reviews and other relevant information will be discussed between the faculty member and their Dean. A developmental plan will be created to support development, where appropriate. Documentation of this discussion will be provided to the faculty member by the Dean and placed on the faculty member's personnel file.

ARTICLE 12 – FACULTY PERFORMANCE AND DEVELOPMENT REVIEWS

Regular and Non-Regular Non-Teaching Faculty

The Committee for Non-Teaching Faculty shall be composed of the following:

- The administrative supervisor or a designate selected by the Vice-President Academic & Provost as Chairperson of the Committee;
- Two Regular faculty members, one from the **administrative area of the faculty member being reviewed and one from the Faculty that they are members of or liaise to**, elected by the Regular faculty members. The Regular faculty members will serve no more than two (2) consecutive years on the committee. The terms of the two faculty members will be staggered to ensure continuity of experience.

This committee will consider written administrative assessments completed by administrative supervisors for Non-Teaching faculty members, current curriculum vitae on file with the University, a statement or self-evaluation provided by the non-teaching faculty member, statement of professional practice, scholarly and research activities, and evidence of service to the University and community, and other relevant information as determined by the Committee.

During the probationary period, **non-teaching faculty** shall have a minimum of two reviews by the Administrative Supervisor.

12.02.4 Performance and Development Review Timeline – Sessional Faculty

Performance Reviews for Sessional Faculty may occur after two semesters of teaching, prior to achieving lecturer status, (see Article 11 – Hiring of Faculty).

If a performance review is not undertaken for a Sessional Faculty member, they shall maintain the Right to Qualified Work (RQW) and continue to build RQW seniority pursuant to 11.06.5 by default. If a performance review is not undertaken for a Sessional prior to achieving Lecturer status, and they meet the qualifications pursuant to 9.03.3, they attain Lecturer status by default.

12.02.4.1 Non-Regular Teaching Faculty Feedback and Improvement Period

The Two Semester review is a formative review. The four semester (prior to Lecturer Status) review is summative.

If a Non-Regular Faculty receives a negative performance review, they will be informed and given one (1) semester to demonstrate improvement to their performance. A Sessional Faculty Member shall have a follow-up review after one (1) complete semester, and the opportunity to explain how they have responded to the previous review.

12.02.5 Summative Review Committee – Counsellors

Summative reviews shall be conducted to recommend conferral of Regular status. For Clinical Counsellors, the summative review committee shall consist of:

ARTICLE 12 – FACULTY PERFORMANCE AND DEVELOPMENT REVIEWS

- **The administrative supervisor;**
- **one regular clinical counsellor;**
- **one external registered clinical counsellor who is in good standing with their governing body; and**
- **one regular teaching or non-teaching faculty member, if requested by the Counsellor.**

12.02.6 The Evaluation Committee

The Evaluation Committee shall consist of two of the following three people:

- the President;
- the Vice-President Academic (chairperson);
- the Faculty Dean of the **teaching** faculty member being evaluated **or the Administrative Supervisor from the non-teaching Faculty Member's area; and**
- additional members may be included, at the discretion of the Committee, when added expertise is required.

The Evaluation Committee shall send a letter to each faculty member referred to the Committee as needing performance improvement. This letter shall identify those areas of performance requiring improvement and shall schedule a meeting with the Evaluation Committee in order to work out a strategy which effectively responds to the performance issues indicated.

The Chairperson of the Evaluation Committee, or designate, shall meet with each faculty member referred to the Committee, and, in consultation with the faculty member, shall devise a plan to address the areas of concern which may stipulate a specific term and/or time frame for improvement. The faculty member shall be provided with a summary of the meeting and the strategy for improvement, with the time frame for resolution. A copy of the summary shall be forwarded to the Faculty Association.

The Evaluation Committee, or its designate, shall reconvene with the faculty member at the end of the stipulated period described above, to discuss the progress and outcome regarding the plan. Based on this review, the Committee shall then notify the faculty member, in writing, with a copy to the Faculty Association, that:

- the faculty member has satisfied the stated criteria for improvement;
- the faculty member has failed to show the required level of improvement, and further improvement is required;
- if a Probationary faculty member, and they have not satisfied the criteria for improvement, the faculty member's employment will not be continued.

When a disagreement arises concerning the nature or existence of a problem, the faculty member may write a letter of dissension and submit affidavits and testimony contrary to any finding of the Evaluation Committee, or of the Developmental Review Committee, and request inclusion of same in their personnel file.

ARTICLE 13 – TENURE AND PROMOTION

Tenure and promotion reviews shall assess overall performance and make the following recommendations:

13.01 Probationary Faculty Appointments – Tenure and promotion reviews shall be conducted to recommend conferral of Regular status and/or promotion of rank. The recommendations for Regular status and promotion of rank are distinct.

13.02 Regular Faculty Appointments – Promotion reviews shall be conducted to recommend promotion of rank.

13.03 The Tenure and Promotion Committee Composition

The Tenure and Promotion Committee shall consist of the following:

- the Vice President Academic or designate selected by the President as Chairperson;
- the Faculty Dean **or the Administrative Supervisor** of the faculty member under review;
- two Regular faculty members selected by the candidate;
- two Regular faculty members selected by the Committee Chairperson who are of equal or higher rank than the candidate;
- one (non-voting) member from the Human Resources Department to advise on the process;
- up to two additional external members who may be added, one at the discretion of the Chairperson of the Committee and one at the discretion of the Committee.
- **if none of the Regular faculty members on the committee are a specialist in the candidate's discipline, at least one of the external members must be.**

For Librarians and Archivists, the committee shall include their administrative supervisor, at least one regular teaching faculty member, one tenured non-teaching librarian or archivist, and if practicable, a non-teaching faculty from outside the library.

13.04 Procedure for Tenure

13.04.1 Timeline for Tenure Reviews – Teaching Faculty Members

Probationary Faculty Members may apply for tenure review anytime following completion of a minimum of typically three academic years of employment but must apply no later than the sixth year.

Candidates must submit an application in writing to the Vice President Academic, no later than 1 October for tenure review during that academic year.

13.04.2 Timeline for Tenure Reviews – Non-Teaching Faculty Members

Probationary Non-Teaching Faculty Members may apply for tenure review anytime following completion of a minimum of typically three academic years of employment but must apply no later than the sixth year.

At least four months before the end of the **sixth** year of employment, the Non-teaching Probationary faculty member must submit an application for tenure in

ARTICLE 13 – TENURE AND PROMOTION

writing to the Vice-President Academic. The review must be complete by the end of the **sixth** year.

13.05 Tenure and Promotion Procedures – Teaching and Non-Teaching Faculty

13.05.1 The internal members of the Tenure and Promotion Committee will review the application by three (3) months prior to the date of adjudication for the following purpose:

- To ensure the application is complete. The Committee may request, through the Committee Chair, additional submissions from the candidate or the University prior to the meeting if members of the Committee identify missing or incomplete information in the application; and
- To address any actual or perceived conflicts of interest in any of the committee membership.

13.05.2 The Tenure and Promotion Committee shall meet to decide on the application and submit its recommendation to the President for a decision. **Where practicable, the review and recommendation meeting shall occur during the spring term of that academic year.** Recommendation for approval for tenure and promotion must be by majority vote of committee members.

13.05.3 The Vice President Academic, or designate, shall meet with each Faculty Member reviewed, to discuss the outcome of their tenure and promotion review by the end of the academic year in which the application was submitted. The results of the review shall also be communicated to the Faculty Member in writing following this meeting, including an overall assessment of their strengths, and/ or, recommendations for improvement, when applicable. A Faculty Member who disagrees with the results of their review has recourse to the appeal process as outlined in Article **13.09**, below.

13.05.4 Teaching and Non-Teaching faculty candidates who are unsuccessful in applying for tenure or promotion of rank may reapply after a minimum of one full academic year since notification of unsuccessful application. Candidates who are unsuccessful in their final year of their probation period may be granted a one year extension of their contracts in the event their tenure applications are denied with employment terminated at the end of the year.

13.05.5 Promotion of Rank for Teaching Faculty

Assistant Professors and Associate Professors are eligible to apply for promotion to the next rank after a minimum of three years in their current ranks at the University. Candidates must apply in writing to the Vice President Academic, no later than 1 October for promotion during that academic year.

13.06 Standards of Performance for Tenure

Candidates for promotion or tenure review, in addition to the appropriate educational qualifications, are judged according to the objectives and responsibilities outlined in Article **14** – Faculty Objectives and Responsibilities. Non-teaching faculty will also be assessed on the basis of the duties detailed in the job description for the role.

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Candidates will meet with their Dean or Administrative Supervisor at the commencement of their probation period, or sufficiently in advance of a promotion application, to ensure clarity of expectations and to jointly design a development plan as appropriate.

Applications will be assessed based upon a reasonable distribution of effort regarding the following factors:

- **Teaching Record**
- **Scholarly Activity and/or Creative/Professional Practice**
- **Service**

13.07 Documentation Required for Tenure or Promotion Review

In making a recommendation on the tenure or promotion of a faculty member, the committee shall rely on the documents submitted by the University and the applicant as follows:

13.07.1 The University shall assemble the following documentation components:

- **Relevant materials from the** personnel files covering the period since hiring, ranking or last promotion, whichever is appropriate;
- three confidential letters of appraisal from colleagues at the University **who are tenured and, where applicable, are of equal or greater rank**, which have been solicited by the Chairperson of the Committee from the list of names submitted by the candidate;
- confidential letters on the quality and significance of the artistic, creative or scholarly achievements of the candidate, solicited by the Chairperson of the Committee from external, professional colleagues in the field, at least half of whom shall be from a list of names and addresses submitted by the candidate.

13.07.2 The candidate shall provide the following documentation components:

- **a cover letter and self-assessment;**
- a complete, current curriculum vitae;
- **a statement from the faculty member on any of the following:**
 - **Artistic/professional practice, research or scholarly activity;**
 - professional practice and research specific to non-teaching discipline;
- a report on **and documentation of** professional development, professional practice and **research** activities carried out during the evaluation period, including, but not limited to: exhibitions, commissions and projects, publications, reviews **and/or catalogues**, residencies, **public** presentations, **and documentation of works;**
- **For Teaching faculty**, a statement of **pedagogy and** teaching philosophy; or statement of professionalism and service philosophy specific to non-teaching discipline;
- **For Teaching faculty**, a report on and documentation on teaching carried during the evaluation period including but not limited to: curriculum development, courses taught, sample course outlines, assignments and course materials, examples of student work, teaching observation reports or letters, and samples of course evaluations.

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- **A report on service contributions during the evaluation period including but not limited to: service contributions to the program area or unit, to the University, and to relevant external communities and/or associations.**

13.08 Confidentiality and Conflict of Interest or Bias

By participating on the Tenure and Promotion Committee or the Appeal Committee, each Committee member shall agree to respect the immediate and ongoing confidentiality of the process, and to identify to the Chairperson of the Committee any perceived or actual conflict of interest or bias as soon as it arises. If a Committee member or potential Committee member removes themselves as a member of the Committee, or is removed as a result of proceedings under Article **13.08.3**, a suitable replacement shall be named to ensure Committee composition as outlined in Article **13.03**.

13.08.1 A conflict of interest and/or bias exists when a current or former relationship with a candidate or some other matter could improperly influence the Committee member's judgment, and/or could reasonably create a perception of bias.

13.08.2 Faculty Members who are under consideration for tenure and promotion reviews, or are pursuing an appeal of a Tenure or Promotion decision, will be notified of the Committee composition by the Committee Chair prior to the Tenure and Promotion Committee or Appeal Committee meeting referenced in **13.05.2** or **13.09.4**, and have a right, within a period of ten (10) calendar days of such notification, to declare and provide rationale to the Chairperson of the Committee that a member of the Committee has a conflict of interest and/or bias.

13.08.3 **After the Tenure and Promotion Committee is established**, the Committee shall make **an additional assessment** about whether or not a conflict of interest and/or bias or perceived conflict of interest and/or bias exists. **Only** in the case of a tie vote, the Chairperson of the Committee shall cast the deciding vote. The decision shall include whether or not a Committee member can continue to sit on the Committee and if any special considerations are required. Special consideration could include the Committee member absenting themselves from specific discussions or decisions.

13.09 Appeals

13.09.1 The appeal process **is available to probationary and regular faculty and** provides a mechanism to review decisions made by the President that result in:

Probationary Faculty Members: Failure to confer Regular status and/or denial of promotion of rank;

Regular Faculty Members: Denial of promotion or rank. The appeal process is initiated when a Faculty Member submits a request to appeal the tenure and promotion review decision within ten working days following receipt of the written copy of the decision. The request to appeal must address the grounds as outlined in Article **13.09.3**.

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13.09.2 The Appeal Committee

The Appeal Committee shall consist only of members who have not sat on the Tenure and Promotion Committee. The Appeal Committee shall consist of the following:

- President of the University, or designate, (Chairperson, non-voting);
- Vice President Academic or designate;
- two Regular Faculty Members selected by the Chairperson, in consultation with the Faculty Association, from the appealing Faculty Member's Faculty or **administrative area, where possible**, who were not on the original Committee, both of whom must be of equal or higher rank than the Faculty Member appealing;
- one Regular Faculty Member selected by the appealing Faculty Member; **and**
- **one (non-voting) from the Human Resources Department.**

For Clinical Counselors, the appeal committee shall consist of the following:

- **President of the University, or designate, (Chairperson, non-voting);**
- **Vice President Academic & Provost or designate;**
- **One external clinical counsellor with post-secondary education sector experience;**
- **One regular faculty member appointed by the Faculty Association; and**
- **One (non-voting) member from the Human Resources Department**

13.09.3 The Tenure and Promotion Appeal Process

A recommendation may be appealed on the following grounds:

- a significant irregularity or unfairness has occurred in the procedure, or in the selection of the Tenure and Promotion Committee members;
- there has been demonstrated bias or motive on the part of a Tenure and Promotion Committee member;
- there has been demonstrated bias or motive on the part of any person whose opinion may have materially influenced the decision; or
- the decision is unreasonable in the light of the evidence which was available or should have been available, and in light of the standards applied in other similar instances under this Article.

13.09.4 The candidate may attend the meeting of the Appeal Committee, for the purposes of clarification of information at the request of either the candidate or the Committee. The candidate will not be in attendance for Committee deliberations and decision-making.

13.09.5 The Appeal Committee shall hear the appeal. Should it decide the appeal has merit, the Appeal Committee shall direct that the matter be reconsidered by the Tenure and Promotion Committee and shall provide specific direction as to what must be undertaken upon the reconsideration. If the Appeal Committee finds that the recommendation or decision was tainted by bias, motive, or unreasonableness such that the matter cannot fairly be reconsidered by the original Tenure and Promotion Committee, the Appeal Committee will direct that the reconsideration be conducted by a new Tenure and Promotion Committee –

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reconstituted in a manner that preserves the representation described in **Article 13.03**.

In either case, the Tenure and Promotion Committee will make a recommendation to the President for a decision.

If the Appeal Committee decides the appeal does not have merit, the appeal shall be denied.

13.09.6 A decision of the Appeal Committee may be grieved by the affected Faculty Member. If a grievance under this Article proceeds to arbitration, and if the arbitrator finds that the Tenure and Promotion provisions of this Agreement have been violated, the arbitrator shall direct that the matter be reconsidered and shall provide specific direction as to what must be undertaken upon the reconsideration. If the arbitrator finds that the recommendation or decision was tainted by bias, motive or unreasonableness such that the matter cannot fairly be reconsidered by the original Tenure and Promotion Committee or Appeal Committee, the arbitrator may direct that the reconsideration be conducted by a new Tenure and Promotion Committee or Appeal Committee, reconstituted in a manner that preserves the representation described in **13.03** or **13.09.02** with a recommendation made to the President.

ARTICLE 14 – FACULTY OBJECTIVES AND RESPONSIBILITIES

14.01 Teaching Faculty Members

The primary duties and responsibilities of each teaching Faculty Member shall be to teach educational program(s) and course content as described in the curriculum assigned to the Faculty Member and shall include, but not be limited to, the specific responsibilities listed in the following applicable sub-articles:

14.02 Definition of Teaching

Teaching is defined as the responsibility for the research, design, preparation, coordination, delivery, grading, evaluation, assessment and supervision of scheduled curriculum course content, and, for Regular Faculty Members, curriculum development.

Teaching includes presentation, whether through lectures, seminars, tutorials, workshops, demonstrations, audio visual presentations, individual or group discussion, supervision of students' work, or other means by which students learn.

14.03 Teaching Faculty Members and Instructional Duties

Responsibilities shall include, but are not limited to, the following:

- 14.03.1** Faculty Members shall develop an approach to learning designed to meet student needs.
- 14.03.2** Faculty Members shall treat all students fairly, with respect and genuine interest and in a non-discriminatory manner.
- 14.03.3** Faculty Members shall be clear and effective in dealing with all communication components of their scheduled curriculum; written, visual and oral.
- 14.03.4** Faculty Members shall supervise students within their teaching areas, shall respond to student needs and questions, and shall publish and keep office hours.
- 14.03.5** Faculty Members shall complete written course outlines and in the case of Regular and Probationary Faculty Members, carry out effective course and program planning and development.
- 14.03.6** Faculty Members shall arrange for access to relevant resources and equipment for the research, preparation, design and delivery of their education program(s) and course content.
- 14.03.7** Faculty Members shall evaluate students' work constructively and grade it fairly and consistently, according to University policy and the grading system described therein.
- 14.03.8** Faculty Members shall encourage the attendance of all students.
- 14.03.9** Faculty Members shall initiate, design and supervise the delivery of demonstrations pertaining to professional studio and workshop practices, including technical processes which support their scheduled curriculum course content, and shall coordinate with studio and technical support staff.

ARTICLE 14 – FACULTY OBJECTIVES AND RESPONSIBILITIES

14.03.10 Faculty Members shall ensure that students receive instruction in studio, lab and workshop safety, including teaching, modeling and enforcing proper health and safety standards. They shall advise the University when and where unsafe

working conditions may exist, and shall participate with the University in the provision of a safe and secure environment consistent with the Workers' Compensation Board Act and Regulations.

14.03.11 Faculty Members shall influence the intellectual, creative and scholarly development of students.

14.04 Non-Teaching Faculty Members

14.04.1 Librarians

Librarians' duties and responsibilities shall include, but not be limited to, those duties listed in the following applicable sub-articles:

- The primary duties and responsibilities of Librarians shall be to ensure that library services meet the multiplicity of user needs.
- Librarians shall work with other Faculty Members, administration and staff in support of curriculum and University goals.
- Librarians shall encourage library users in achieving their educational objectives.
- Librarians shall understand and be current in the latest development within the field of library sciences, information management and related subjects.
- Librarians shall support students in their learning and assist them with developing relevant skills.
- Librarians shall work within instructional goals and methods; develop and organize library collections which meet curriculum needs; design and provide information and orientation services; and perform the technical functions necessary to provide efficient library services to all users.
- Librarians shall work towards developing services appropriate to meeting curriculum and user needs.
- Librarians shall treat all members of the University community fairly, with respect, and in a professional and non-discriminatory manner.

14.04.2 Counsellors

The primary duties and responsibilities of Counsellors shall be to offer personal counselling to students, on a full range of issues, in order to assist them to deal effectively with academic, social and life pressures. Personal counselling shall include, but not be limited to, crisis intervention, psychological adjustment and development, student success strategies, and referral advice. Personal counselling may be provided on an individual basis and/or in a group workshop format. The range of issues shall include, but not be limited to, stress management, depression, career uncertainty, relationship issues, family problems, psychological disorders, and addictive behaviour. Duties include, but are not limited to, the specific responsibilities listed in the following sub-articles:

- Counsellors shall provide consultation to administration, Faculty Members and staff in order to assist them in dealing with student concerns.

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- Counsellors shall maintain professional competence and qualifications in the area of counselling psychology and maintain currency with the developments in their field.
- Counsellors shall adhere to the professional code of ethics and standards of practice for their professional field as recognized by their professional counselling association.
- Counsellors shall work toward developing services appropriate to meeting curriculum and user needs.
- Counsellors shall treat all members of the University community fairly, with respect, and in a professional and non-discriminatory manner.

14.04.3 The Writing Centre Coordinator is responsible for the overall leadership and direction of the Writing Centre. This position is also directly engaged in the instructional activities of the Writing Centre, including one-on-one tutoring and the development of workshops each semester. The Coordinator works closely with faculty instructors, student teaching assistants, student services staff, administration, and individual undergraduate and graduate student to maintain a network of support and advancement in areas of writing and critical rhetorical practice.

14.05 Faculty Members and their Subject Areas

14.05.1 Faculty Members shall understand and be current in the latest developments within their fields or subject areas.

14.05.2 Faculty Members shall maintain their effectiveness within the University and the wider cultural and professional communities through pedagogical research, professional practice and scholarly activity.

14.06 Faculty Members' Professional Practice and Research

Faculty Members are part of a community of artists, designers and scholars whose essential functions are the dissemination and advancement of artistic and scholarly knowledge within the public domain through research, teaching and artistic pursuits. Professional practice and research may include, but are not limited to, the following activities:

- art and/or design practice;
- research, writing, publication and scholarship;
- public and commercial exhibitions/presentations/performances/media activity and other forms of dissemination of art/design or scholarship;
- curating and criticism;
- participation in conferences, symposia, etc;
- delivering guest/special lectures;
- active participation within professional bodies and other relevant organizations;
- serving on external boards, juries, committees or as thesis or program advisors;
- creative or scholarly consulting work related to the art, design, education, private, corporate or government sectors;
- maintaining currency as a professional artist/designer, teacher, counsellor, librarian or academic researcher.

ARTICLE 14 – FACULTY OBJECTIVES AND RESPONSIBILITIES

14.07 Faculty Members and the Faculty Community

14.07.1 Faculty Members are expected to exchange ideas and to assist each other professionally.

14.07.2 When dealing with students, Faculty Members shall not denigrate the teaching, work or reputation of a fellow Faculty Members. However, this clause shall not be used to limit the academic freedom of Faculty Members to criticize the teaching or work of other Faculty Members.

14.08 Faculty Members and the University

14.08.1 Regular and Probationary Faculty Members shall participate in planning, administrative and committee meetings as assigned by the relevant Dean or appropriate administrative supervisor, consistent with their workload, and perform student consultation and other such activities.

14.08.2 Faculty Members shall keep informed on current issues directly related to their work at the University.

14.08.3 Faculty Members shall have the ability and demonstrated willingness to work within the University and shall conscientiously fulfill their duties and responsibilities.

14.08.4 Faculty Members shall participate in the review processes as defined in Article 12 of this Agreement.

ARTICLE 15 – FACULTY WORKLOAD

15.01 Regular and Probationary Teaching Faculty

15.01.1 The employment year for Regular and Probationary Teaching Faculty Members normally **consists of three semesters that includes two (2) academic teaching semesters, and one (1) non-teaching semester consisting of** twenty-two (22) working days per year for professional development, practice and research activities and an annual vacation period of forty-three **(43)** working days.

15.01.2 Full-time Regular and Probationary Faculty Members are required to fulfill workloads as set out below. Workloads shall be pro-rated for part-time Regular and Probationary Faculty Members.

15.01.3 Prior to the commencement of each academic year, the Dean and/or designate shall assign workloads in consultation with each Regular and Probationary Faculty Member. Workload assignments shall consider:

- class size and total number of students under supervision;
- course levels;
- the nature of the courses, including method of measuring learning outcomes;
- mode of delivery;
- course-related responsibilities (eg course preparation);
- whether or not courses are new;
- number of different courses per term (versus multiple sections of the same course);
- other unusual expectations (eg special projects or assignments);
- cross appointments with other disciplines or departments;
- the Faculty Member's qualifications and abilities; and
- grading and evaluation requirements of academic teaching assignments.

15.01.4 Every reasonable effort will be made to assign workload by 15 February of the prior academic year.

15.02 Librarians and Counsellors

15.02.1 The employment year for Librarians and Counsellors begins with the anniversary of the date of hiring. The employment year includes an annual vacation period and professional development time.

15.02.2 Full-time Regular and Probationary Librarians and Counsellors are required to fulfill a weekly workload of thirty-five hours, which may include evening or weekend shifts. Prior to commencement of each academic year, workload schedules shall be assigned in consultation with the Librarian or Counsellor.

15.03 Teaching Responsibilities

15.03.1 Contact Hours

The course load required of full-time Faculty each term is normally twelve contact hours for Faculty teaching academic studies courses and fifteen contact hours, depending on the delivery model, for Faculty teaching studio courses. **Effective September 2024, contact hours shall be consistent with Letter of Understanding – Transition to 4/4 workload Model.** Scheduled contact hours

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are defined as a Faculty Member's formal class time spent teaching students in the subject area(s) of their course assignments.

In addition, outside of scheduled contact hours, Regular and Probationary Faculty Members shall make themselves available not less than three posted office hours a week for student consultation, as part of their regular teaching duties.

The maximum course load available to Non-Regular Faculty Members each term is normally twelve contact hours for Faculty teaching academic studies courses and fifteen contact hours, depending on the delivery model, for Faculty teaching studio courses. Effective September 2024, Non-Regular Teaching Faculty contact hours shall be consistent with Letter of Understanding – Transition to 4/4 workload Model. Non-Regular Faculty Members shall make themselves available for student consultation in accordance with Article **9.03.5**.

The Vice President Academic or delegate may approve course release time for special projects or assignments.

15.04 Administrative Responsibilities

Administrative responsibilities include:

- University planning;
- committee participation;
- student assessments;
- student intake interviews and portfolio reviews; and
- other responsibilities which may be assigned by the Vice President Academic or the relevant Dean.

Faculty Members shall be responsible for developing course outlines consistent with University policy and for distributing course outlines to students at the commencement of classes as described in Article **14.03.5**.

15.05 Course Preparation

No Faculty Member shall normally be assigned more than three courses or course preparations of different subject matter within the workload in any one semester, without **their** consent.

15.06 Reduced Workload

The University shall consider, on a case by case basis, written requests for temporary voluntary reduction in workloads for Regular Faculty. If granted, the terms shall be agreed upon in writing between the Faculty Member, the Faculty Association, and the University, consistent with the current Collective Agreement.

15.07 Teaching Assignments

15.07.1 In exceptional circumstances and upon consultation and agreement with the Faculty Association, a Faculty Member may request and, at the discretion of the relevant Dean, be assigned a work overload in one semester of an academic year with a comparable reduction in the subsequent semester.

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For the purposes of this article only, the work overload may be assigned in the **non-teaching** session by request of the faculty member and approval of the Dean. In this case, the course reduction in **one of the two teaching** semesters will be drawn as paid vacation time as per Article 18.01 and will be considered equivalent to the work overload in the **non-teaching** session.

15.07.2 Scheduled contact hours each day shall not exceed six hours and not span a period greater than ten hours without the consent of the Faculty Member.

15.07.3 Scheduled classes on successive days shall require a fifteen hour break between teaching assignments unless otherwise requested by the Faculty Member.

15.08 Joint Consultation Committee

For the period of the Agreement, the Joint Consultation Committee shall be responsible for developing and recommending policy concerning the implementation of the equitable allocation of workload as described in this Agreement.

The Committee shall receive and recommend to the President resolutions to written appeals submitted by Faculty Members on workload issues, and shall make recommendations about the equitable allocation of workload to the President and the Faculty Association.

15.09 Pro-Rata Faculty Workloads

Faculty Workloads (Studio)

Faculty (studio) – contact hours may vary by semester but shall not generally exceed the total contact hours for two semesters. **Effective September 2024, workloads shall be consistent with Letter of Understanding – Transition to 4/4 workload Model.**

Workload Percentage	Total Weekly Hours	Semester A Contact Hours	Semester A Additional Hours	Semester B Contact Hours	Semester B Additional Hours
100.0%	35	15	20	15	20
90.0%	31.5	12	19	15	16
83.3%	29	Year 1 – 15 Year 2 – 12 Year 3 – 12	Year 1 – 14 Year 2 – 17 Year 3 – 17	Year 1 - 12 Year 2 - 12 Year 3 - 12	Year 1 – 17 Year 2 – 17 Year 3 – 17
80.0%	28	12	16	12	16
70.0%	24.5	12	12.5	9	15.5
60.0%	21	9	12	9	12
50.0%	17.5	9	8.5	6	11.5

Additional hours include:

- Preparation, student consultation and assessment.
- Administration responsibilities.
- Professional practice, pedagogical research and scholarly activity.

Faculty Workloads (Academic)

Faculty (academic) – contact hours may vary by semester but shall not generally exceed the total contact hours for two semesters.

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Workload Percentage	Total Weekly Hours	Semester A Contact Hours	Semester A Additional Hours	Semester B Contact Hours	Semester B Additional Hours
100.0%	35	12	20	12	20
80.0%	28	Year 1 – 12 Year 2 - 9 Year 3 - 9	Year 1 – 16 Year 2 – 19 Year 3 – 19	Year 1 – 9 Year 2 – 9 Year 3 – 9	Year 1 - 19 Year 2 - 19 Year 3 - 19
75.0%	26.25	9	17.25	9	17.25
62.5%	22	9	13	6	16
50.0%	17.5	6	11.5	6	11.5

Additional hours include:

- Preparation, student consultation and assessment.
- Administration responsibilities.
- Professional practice, pedagogical research and scholarly activity.

15.10 Combined Studio/Academic Faculty Workloads

In the event that Faculty Members teach a combined workload of studio and academic courses in an academic year, the workload plan shall be based on the following combinations. These combinations are to be regarded as guidelines and will take into account Article **15.01.3** in order to optimize an equitable distribution of work among all Faculty Members. **Effective September 2024, workloads shall be consistent with Letter of Understanding – Transition to 4/4 workload Model.**

100%	Semester A*	Semester B*
Academic	4 Sections	3 Sections
Studio	0 Sections	1 Section
Academic	3 Sections	3 Sections
Studio	1 Section	1 Section
Academic	3 Sections	2 Sections
Studio	1 Section	3 Sections
Academic	2 Sections	2 Sections
Studio	3 Sections	2 Sections
Academic	2 Sections	1 Section
Studio	3 Sections	3 Sections
Academic	1 Section	1 Section
Studio	4 Sections	4 Sections
Academic	0 Sections	1 Section
Studio	5 Sections	4 Sections

- Semesters A and B may be either semester in one academic year.

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80%	Semester A*	Semester B*
Academic	3 Sections	3 Sections
Studio	0 Sections	1 Section
Academic	2 Sections	3 Sections
Studio	1 Section	1 Section
Academic	2 Sections	2 Sections
Studio	2 Sections	1 Section
Academic	1 Section	2 Sections
Studio	3 Sections	2 Sections
Academic	1 Section	1 Section
Studio	3 Sections	3 Sections
Academic	0 Sections	1 Section
Studio	4 Sections	3 Sections

- Semesters A and B may be either semester in one academic year.

75%	Semester A*	Semester B*
Academic	3 Sections	3 Sections
Studio	0 Sections	0 Sections
Academic	3 Sections	2 Sections
Studio	0 Sections	1 Section
Academic	2 Sections	2 Sections
Studio	1 Section	1 Section

- Semesters A and B may be either semester in one academic year.

15.11 Split Workload Averaging for Studio and Academic Courses

15.11.1 Regular and Probationary Teaching Faculty Members whose workload is split between academic and studio shall be averaged over four (4) terms.

15.11.2 For Regular and Probationary Faculty Members who teach more than their normal percentage course load, adjustments will be made in course load, not in salaries.

15.11.3 When Regular and Probationary Members teach less than their normal percentage course loads, adjustments will be made in course loads, not in salaries.

15.11.4 If Regular or Probationary Members leave or retire from the University, the University shall make any required wage adjustments.

15.11.5 **Effective September 2024, workloads shall be consistent with Letter of Understanding – Transition to 4/4 workload Model.**

ARTICLE 16 – SALARIES

16.01 General

The salary scales for Regular and Probationary Faculty Members for the period 1 April 2022 to 31 March 2025 shall be listed as Appendix I.

16.02 Pro-rating of Salaries for Part-Time Regular and Part-Time Probationary Faculty Members

Part-time Regular and part-time Probationary Faculty Members shall be paid on a pro-rated basis according to their percentile workloads and step levels.

16.03 Regular and Probationary Faculty Pay Periods

Faculty Members shall be paid semi-monthly.

16.04 Incremental Step Increases

16.04.1 Regular and Probationary Teaching Faculty Members shall normally have their step placement increased by one step increment annually, on 1 August of each year.

16.04.2 Regular and Probationary Non-Teaching Faculty Members shall normally have their step placement increased by one step increment annually on their anniversary date of each year.

16.04.3 Upon qualifying for the rank of Lecturer, faculty members shall move up one increment step effective 1 August of the next academic year and shall have their step placement by one step increment annually on 1 August of each year upon receiving new contracts, up to the maximum level for Lecturers.

16.05 Part-Time Regular Faculty Temporary Workload Increases

Remuneration shall be based on the following formulae:

16.05.1 Stipend – Studio Instruction

Per three credit studio course: $1/10^{\text{th}}$ of the Faculty Member's 100% annual stepped salary multiplied by 0.75. However, the stipend shall not be lower than the base stipend for studio Sessional/Adjunct Faculty Members.

Effective September 2024, workloads shall be consistent with Letter of Understanding – Transition to 4/4 workload Model.

16.05.2 Stipend – Academic Instruction

Per three credits academic course: $1/8$ of the Faculty Member's 100% annual stepped salary multiplied by 0.75. However, the stipend shall not be lower than the base stipend for academic Sessional/Adjunct Faculty Members.

16.06 Sessional and Adjunct Non-Regular Appointments

16.06.1 Stipend – Studio Instruction

Remuneration will be based on the following formula and includes preparation time and student consultation:

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75% of 1/10 of Step 8 of the Provincial Salary Scale.

The above stipend includes a four percent allowance in lieu of vacation.

Faculty members who have completed four (4) years equivalent full-time service, a further two percent vacation pay shall be paid on the stipend, for a total of six percent (6%) vacation pay.

Effective September 2024, studio faculty compensation shall be consistent with Letter of Understanding – Transition to 4/4 workload Model.

16.06.2 Stipend - Academic Instruction

Remuneration will be based on the following formula and includes preparation time and student consultation:

75% of 1/8 of Step 8 of the Provincial Salary Scale

The above stipend includes a four percent allowance in lieu of vacation.

Faculty members who have completed four (4) years equivalent full-time service, a further two percent vacation pay shall be paid on the stipend, for a total of six percent (6%) vacation pay.

16.06.3 Benefits

Adjunct and Sessional Faculty Members shall receive seven percent (7%) cash payment calculated on their base stipend in lieu of benefits. Monies received for additional or assigned duties are not subject to the benefit calculation

16.07 Lecturer Appointments

16.07.1 Remuneration will be based on the following formula and includes teaching related duties and service to the University.

Per three credit studio course is 1/10 of the Faculty Member's eligible annual step salary multiplied by 0.75.

Per three credit academic course 1/8 of the Faculty Member's eligible annual step salary multiplied by 0.75.

Effective September 2024, studio faculty compensation shall be consistent with Letter of Understanding – Transition to 4/4 workload model.

16.07.2 The stipend includes a four percent vacation pay per three credit course and, in addition, a further two percent vacation pay shall be paid on the stipend, for a total of six percent vacation pay.

16.07.3 Benefits

Lecturers with 40% or greater workloads shall be entitled to benefits as outlined in Article 9.03.4. Those with less than 40% workload shall receive a payment of ten percent (10%) of the current stipend in lieu of benefits.

ARTICLE 16 – SALARIES

16.08 Additional Compensation for Non-Regular Teaching Faculty

16.08.1 Additional Duties

Additional duties may be authorized by the relevant Dean. Additional payment may be authorized for additional duties specified by the relevant Dean, not generally to exceed six hours per three credit course. Maximum payment per three credit course shall be as follows:

01-Apr-22 to 31-Mar-23	01-Apr-23 to 31-Mar-24*	01-Apr-24 to 31-Mar-25*
\$368.13	\$392.98	\$404.77

An hourly payment may be authorized by the relevant Dean for additional specified duties. Maximum payment per three credit course shall be as follows:

01-Apr-22 to 31-Mar-23	01-Apr-23 to 31-Mar-24*	01-Apr-24 to 31-Mar-25*
\$61.36	\$65.50	\$67.47

***Have been adjusted as per the COLA LOU.**

16.08.2 Assigned Duties

An additional payment may be authorized for assigned duties as specified in the letter of appointment, not generally to exceed six hours. Maximum payment shall be as follows:

01-Apr-22 to 31-Mar-23	01-Apr-23 to 31-Mar-24*	01-Apr-24 to 31-Mar-25*
\$368.13	\$392.98	\$404.77

***Have been adjusted as per the COLA LOU.**

16.09 Substitute Appointments

16.09.1 Substitute Faculty shall be paid a remuneration rate which reflects direct instruction time together with appropriate course preparation time.

16.09.2 Studio Course Substitutes

The hourly rate will be 1/80th of the three credit base stipend payable for studio Adjunct and Sessional courses as outlined in Article **16.06.1**.

ARTICLE 16 – SALARIES

- Remuneration for each three hour studio class shall be for four hours. This shall include payment for three hours of instructional time plus one hour of preparation time.
- The above rate shall be adjusted to reflect future salary increases.

16.09.3 Academic Course Substitutes

The hourly rate will be 1/80th of the three credit base stipend payable for academic Adjunct and Sessional courses as outlined in Article **16.06.2**.

- Remuneration for each three hour academic class shall be for four hours. This shall include payment for three hours of instructional time plus one hour of preparation time.
- The above rate shall be adjusted to reflect future salary increases.

16.09.4 Non-Teaching Faculty Substitutes

Substitute non-teaching faculty shall be paid at a minimum hourly rate based on the entry step level.

16.10 Non-Regular Non-Teaching Appointments

Remuneration shall be based on the following formulae:

- 16.10.1** A minimum rate based on entry step of the salary scale, pro-rated according to workload.
- 16.10.2** A seven percent (7%) allowance in lieu of employee benefits shall be added to the base stipend.
- 16.10.3** At the option of the Faculty Member, vacation will be taken as paid time off or as pay in lieu of vacation, either on each pay cheque or as a lump sum at the end of the calendar year or their contract at the rate of four percent of gross earnings.

16.11 Cancellation Fees for Non-Regular Faculty

The University may terminate the individual contract of a Non-Regular Faculty Member. However, the University shall endeavour to give as much advance notice as possible if terminating a contract.

- a.** If a contract is terminated after 1 August but before the beginning of term, the University will pay the Faculty Member two (2) weeks' salary in lieu of notice.
- b.** If a contract is terminated during the first three (3) weeks of the term because of insufficient student enrolment, the University will pay three (3) weeks' salary in lieu of notice to the Faculty Member to compensate for preparation time, in addition to normal compensation for classes and duties completed at the time the contract is terminated.

ARTICLE 17 – GENERAL HOLIDAYS

17.01 Faculty Members shall receive the following Statutory Holidays:

New Year's Day	1 January
Family Day	
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	1 July
BC Day	
Labour Day	
National Day for Truth and Reconciliation	30 September
Thanksgiving Day	
Remembrance Day	11 November
Christmas Day	25 December
Boxing Day	26 December

Any additional Statutory Holidays proclaimed by the Province of British Columbia shall also be observed.

ARTICLE 18 – ANNUAL VACATIONS

18.01 Teaching

18.01.1 All Regular and Probationary Teaching Faculty Members are entitled to an annual vacation of forty-three working days with pay per year at their contracted salary.

18.01.2 The annual vacation shall normally be taken in the **non-teaching semester. Faculty will determine the scheduling of their vacation days and Professional Development days within the non-teaching semester. Vacation scheduling outside the non-teaching semester will be by mutual agreement of the faculty member and their Dean in advance. It will normally be the responsibility of the faculty member to utilize their annual vacation entitlement in each year.**

18.01.3 In the event that a Faculty Member is on any type of leave of absence, paid or unpaid, or on sick leave, LTD claim or WCB claim during the period normally assigned for annual vacation, no additional annual vacation time will be provided to compensate for such.

18.01.4 Annual vacation periods will not be curtailed for time spent on any type of leave of absence, paid or unpaid, sick leave or WCB claim during the previous year.

18.01.5 The base salary for Non-Regular Faculty Members includes compensation equal to four percent in lieu of paid annual vacation. Lecturers shall receive an additional two percent in lieu of vacation.

18.01.6 Scheduling of vacation carryover shall be subject to the operating requirements determined by the program area.

When a faculty member is authorized to forego all or part of a scheduled vacation in a calendar year, and it is not possible to reschedule or carry over this vacation, then they shall be paid out for any days outstanding as of December 31st of that Calendar year. The payment shall be made in a lump sum, no later than the second pay period in February of the subsequent calendar year.

With the Dean's approval, a faculty member may carry-over up to 10 days for one calendar year. Under special circumstances an employee may carry over additional days upon written approval of the Dean. It is expected that carry-over will be fully expended in the following year. Unused carry over will be paid out on December 31st of the subsequent calendar year.

18.02 Non-Teaching Regular and Probationary Faculty

18.02.1 All Regular and Probationary Non-Teaching Faculty Members are entitled to annual vacation totaling six weeks with pay at their contracted salary, per year. Vacation scheduling shall be done in consultation with the administrative supervisor, and may occur at any agreed time throughout the year.

18.02.2 **When a non-teaching faculty member is authorized to forego all or part of a scheduled vacation in a calendar year, and it is not possible to reschedule or carry over this vacation, then they shall be paid out for any days outstanding as of December 31st of that calendar year. The payment shall**

ARTICLE 18 – ANNUAL VACATIONS

be made in a lump sum, no later than the second pay period in February of that subsequent calendar year.

With their Administrative Supervisor's approval, a non-teaching faculty member may carry-over up to 10 days for one calendar year. Under special circumstances a non-teaching faculty member may carry over additional days upon written approval of their Administrative Supervisor. It is expected that the carry-over will be fully expended in the following year. Unused carry over will be paid out on December 31st of the subsequent calendar year.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT

19.01 Professional Development – Faculty Members

- 19.01.1** Regular and Probationary Teaching Faculty shall have twenty-two working days per year for professional development, practice and research activities, which are considered to be of mutual benefit to both the Faculty Member and the University, and are in keeping with the objectives and responsibilities outlined in Article **14**.
- 19.01.2** For Teaching faculty much of the professional development, practice or research activities will typically, but not exclusively, take place **during the non-teaching semester. Professional development may be undertaken at any time during the year in consultation with the Dean.** Absence from a scheduled class for Professional Development activities undertaken when classes are in session will be by mutual agreement of the faculty member and their Dean in advance.
- 19.01.3** Regular and Probationary Non-Teaching Faculty shall have up to twenty-**two (22)** working days per year for professional development activities which are considered to be of mutual benefit to both the Faculty Member and the University and are in keeping with the objectives and responsibilities outlined in Article **14.04**. For Non-Teaching Faculty professional development may be undertaken at any time during the year in consultation with their administrative supervisor.
- 19.01.4** Evidence of the professional development, practice and research activities undertaken shall be submitted in the form of a report to the Developmental Review Committee by 15 October each year along with other required materials as stipulated in 12.02.3.
- 19.01.5** Such reports shall conform to University policy.

19.02 Professional Development Fund Committee

- 19.02.1** The University will contribute three quarters of one percent (.75%) of the salaries of Faculty Members to the Professional Development Fund. **As of April 1, 2024, the University will contribute one percent (1%) of the salaries of Faculty Members to the Professional Development Fund.**
- 19.02.2** The Professional Development Committee will agree on a process and criteria for the review and adjudication of employee applications for disbursement of professional development funds to Faculty Members to support proposed professional development activities. **Any monies not so spent by a faculty member between April 1st and December 31st of any year shall be returned to the pool and offered to faculty in a second round. The professional Development Committee will determine the terms of reference.** Any monies in the Fund, defined in **19.02.1**, not so spent at the end of any fiscal year shall be retained by the University.
- 19.02.3** The Professional Development Committee will review applications and make recommendations to approve requests for funds to the Vice President Academic.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT

19.02.4 The Vice President Academic may approve, modify, reject or request more information about applications from the applicants.

19.02.5 RE: Curricular Benefit Fund

Faculty members may have access to a fund of \$40,500, per annum, to support activities that benefit students in their courses. As of April 1, 2024, the annual and ongoing fund will be \$39,000. Funds allocated may include expenses for classroom activities, guest speakers, course materials for students, field trips, and more. Funds are not to be used to enhance the wages of the faculty member who submits the proposal.

Funds not spent within the fiscal year will be rolled into the following year's total allocations for one year only.

Allocation of Curricular Benefit Fund:

The Curricular Benefit Fund Committee will develop the terms of reference for the allocation of funds.

A written proposal will be submitted to the Curricular Benefit Fund Committee. Proposals will be assessed and recommended by the Curricular Benefit Fund Committee to the VP Academic. Only those proposals that directly and actively involve students will be considered and subsequently approved.

The activity must occur during the fiscal year in which the funds are allocated.

ARTICLE 20 – DECOLONIZATION AND INDIGENIZATION

- 20.01** Both the University and the Faculty Association recognize that resources are required to meaningfully support faculty efforts to strengthen our teaching and learning community's goals of embodying respect, reciprocity and responsibility through the active processes of decolonization and Indigenization. As such, the University will establish a Decolonization and Indigenization Fund to support both individual and collective development towards decolonization and Indigenization, available to both regular and non-regular faculty.
- 20.02** The Decolonization and Indigenization Fund shall consist of the following amount **\$40,500 each year**.
- 20.03 Unspent balances at the end of a fiscal year shall be carried forward in the spirit of supporting long term commitments to Indigenization.**
- 20.04** The Decolonization and Indigenization Fund shall be administered by a joint committee consisting of two representatives of the Faculty Association and two representatives of the University.
- 20.05** All Faculty members shall be eligible to apply for the fund. The maximum amount per **faculty member is up to \$1000** per fiscal year, subject to available funding. The maximum amount of funding available shall be the same for all faculty members, regardless of their status or FTE.
- 20.06** Members must submit a proposal to apply for this fund. Proposals must demonstrate tangible benefits to students and must support decolonization and Indigenization within the university community. This may include pedagogical workshops, material purchases, honoraria for Elders, or other activities. Proposals that meet this requirement shall be granted. Faculty members may submit joint applications but the maximum amount available per employee will remain the same.
- 20.07** Faculty members may use Professional Development funds to supplement these Decolonization and Indigenization projects. The joint committee will provide quarterly updates on the balance of the fund.
- 20.08** Once a project is complete, faculty members shall submit a report on the project by the end of the academic year.
- 20.09** Funds allocated in any given year may not exceed funds available.

ARTICLE 21 – SABBATICAL AND EDUCATIONAL LEAVE

21.01 Preamble

Sabbatical and educational leaves are granted for the purpose of furthering the qualifications, scholarship, professional practice, and/or teaching ability of Regular Faculty Members when they are considered to be of mutual benefit to the Faculty Member and the University.

21.02 Sabbatical Leaves

21.02.1 The granting of sabbatical leaves shall be based on the merit of the application as well as on the service of the applicant. **Written applications shall outline the proposed programs of work and shall contain the information detailed in Article 21.06.**

21.02.2 Long term (twelve month) sabbatical leaves shall **include two consecutive teaching semesters in the academic year.**

21.02.3 All Faculty Members shall make every reasonable effort to fulfill the programs of work for which their sabbatical leaves were granted. Within two months of returning to work, Faculty Members shall be required to submit a detailed written and, if applicable, illustrated report outlining the results of their sabbatical leaves.

21.02.4 Prior to the granting of a sabbatical leave for a Teaching Faculty Member, the Vice President Academic shall confirm that the absence of the Faculty Member requesting sabbatical leave will not adversely affect the level and quality of teaching in the program area(s).

21.02.5 Prior to the granting of a sabbatical leave for a Non-Teaching Faculty Member, the appropriate administrative supervisor shall confirm that the absence of the Faculty Member on sabbatical leave will not adversely affect the quality of service.

21.02.6 The University shall grant annually up to forty-two months of sabbatical leaves.

21.02.7 **Six** month sabbatical leaves shall be available to qualified Non-Teaching Faculty Members and shall not be fixed to time periods during the academic year. Such leaves may be taken in conjunction with vacation and professional development leave. Such leaves shall be in addition to the leaves granted under the provisions of Article **21.02.**

21.02.8 Short term (six month) sabbatical leaves shall be taken **in one of the scheduled teaching semesters.**

21.02.9 Intent of Sabbatical Leaves

Sabbatical leaves are extended periods of time when Faculty Members are away from the University and are to enhance the ongoing professional, creative and scholarly development of Regular Faculty Members and so benefit the University.

Sabbatical leaves may be used for the following purposes:

- studio work related to professional practice as an artist or designer;
- pedagogical research;
- skills development or credential upgrading;

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- scholarly research and/or critical writing;
- in-depth study of comparative systems and methods at different educational institutions;
- studies in pursuit of activities relevant to the University curriculum;
- studying new technological developments, related to the academic or administrative role of the applicant;
- other activities considered to be mutually beneficial to the University community and the applicant.

21.03 Funding

- 21.03.1** The University and the Faculty Association will annually negotiate the funding required to finance the cost of the recommended sabbatical leaves, including the salary costs of Substitute Faculty where applicable.
- 21.03.2** The University and the Faculty Association will work together to establish policies and procedures regarding sabbatical leave funding formulae and the application of funds to the sabbatical leave program.
- 21.03.3** Discretion to grant sabbatical leaves shall reside with the University which shall make every reasonable effort to grant appropriate requests. Operational requirements, budgetary priorities, and financial constraints are factors which shall be considered in the approval process.

21.04 Eligibility

- 21.04.1** Regular Faculty Members with a minimum of six years of qualifying service are eligible for sabbatical leave.
- 21.04.2** Qualifying service is defined as a term of consecutive employment as a Regular and Probationary Faculty Member **at the university or where service has been recognized from another institution at the discretion of the university**, subject to the following:
- 21.04.2.1** Leaves of absence without pay beyond an accumulated maximum of six weeks do not count as qualifying service.
- 21.04.2.2** Leaves of absence with pay in excess of three months do not count as qualifying service unless approved by the President.
- 21.04.2.3** Secondment from Faculty Association Membership to take up administrative positions in excess of six months does not count as qualifying service.
- 21.04.2.4** All qualifying service is cancelled on resignation or termination of employment.
- 21.04.2.5** Following completion of a sabbatical leave, the Teaching Faculty Member shall be eligible for another long term sabbatical leave after completion of an additional six years of qualifying service; or shall be eligible for a short term sabbatical leave after completion of an additional three years of qualifying service.

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21.04.2.6 Following completion of a sabbatical leave, the Non-Teaching Faculty Member shall be eligible for another **six (6)** months sabbatical leave after the completion of an additional six years of qualifying service.

21.05 The Sabbatical and Educational Leave Committee

21.05.1 The Sabbatical and Educational Leave Committee (the committee) shall be convened annually by the second week of October in order to review applications and prepare recommendations to be submitted to the President of the University by the end of October. All applications must be submitted by 1 September of the academic year prior to the intended sabbatical leave.

21.05.2 The committee shall be composed of the following:

- the Vice President Academic (as Chairperson);
- a Dean **or administrative supervisor**;
- **One** Regular Faculty Member **from each undergraduate faculty, for a total of three (3)** chosen by the Faculty Association;
- one Board member elected by the Board from Ministry appointments;
- **One** external member from other institutions, appointed by the President or designate (the external members of the Committee shall have expertise related to the positions of Non-Teaching Faculty Members when assessing such applications).

21.05.3 The Committee shall consider all applications for sabbatical leaves submitted by Regular Faculty Members and by Probationary Faculty Members **in their fifth year of employment, as per the eligibility criteria outlined under Article 21.04.**

21.05.4 The Committee shall:

21.05.4.1 Acknowledge receipt of applications by date and ensure that all required information is submitted in order to accommodate thorough assessment.

21.05.4.2 Review applications in accordance with established assessment criteria and time lines.

21.05.4.3 Recommend disposition of applications in writing to the President of the University.

21.05.4.4 Review procedural guidelines, on an annual basis, to ensure fair and consistent treatment of applicants, respect for the principles of natural justice, and compliance with conflict of interest legislation. The resolutions of the Committee regarding procedures shall annually be forwarded to the Faculty Association.

21.06 Application Format

To support the program of work planned for the sabbatical leave, the application shall include the following:

21.06.1 a **one-page** description of the artistic, professional or scholarly purpose and activities of the proposed project of work, with the stated objective of the

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proposed project, anticipated outcome and the potential benefit to the Faculty Member and the University;

- 21.06.2** a detailed project description;
- 21.06.3** details of any outside University participation, including endorsements, and/or invitation, if applicable;
- 21.06.4** evidence of achievement of Faculty Objectives and Responsibilities as described in Article 14;
- 21.06.5** a current curriculum vitae and the length of time, if any, since the last sabbatical leave;
- 21.06.6** previous professional development reports since the applicant's last sabbatical leave will be provided by Human Resources;
- 21.06.7** any appropriate supporting materials such as visual media or publications;
- 21.06.8** the Committee, or the President may request additional information should they deem it necessary in order to complete their assessment of the application;
- 21.06.9** a statement regarding any paid compensation expected by the Faculty Member during the sabbatical leave, outside of salary from the University, including details of any anticipated grants, bursaries, leaves, etc, or invitations or appointments related to the sabbatical period.
- 21.06.10** Performance and developmental review recommendations may also be provided by the faculty member.

21.07 Application Submission and Notification of Disposition

- 21.07.1** Application for sabbatical leave shall be made to the Vice President Academic by 1 September of the academic year prior to the intended sabbatical leave.
- 21.07.2** The Committee shall assess all applications and submit a written recommendation for review by the President of the University by the end of the second week of October.
- 21.07.3** The President of the University shall submit their sabbatical leave recommendations to the University Board for its decision at its December meeting.
- 21.07.4** The President of the University shall advise applicants, in writing, of the decision of the University Board no later than 31 December each year.

21.08 Application Assessment

Applications shall be assessed based on the following criteria:

- 21.08.1** the merit of the proposed project, program of work or study;
- 21.08.2** the anticipated significance of the proposed project, program of work or study to both the applicant and the University;

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21.08.3 the feasibility of **engaging in** the project, program of work or study, as described;

21.08.4 achievement of Faculty Objectives and Responsibilities as described in Article 13.

21.08.5 **the length of time since the faculty member's last sabbatical. Faculty who have not received a sabbatical for more than six years will be prioritized.**

21.09 Appeal

21.09.1 An applicant may appeal the Committee's recommendations to the President of the University. The appeal shall be in writing and must be received by the President within seven working days of the date the Faculty Member received their copy of the Committee's recommendations.

21.09.2 The President shall consider the appeal and advise the applicant, the Committee and the Faculty Association of the decision regarding the recommendation of the Committee prior to submission of that recommendation to the Board.

21.09.3 The decision of the President of the University regarding the final disposition of the appeal is final and is not subject to further appeal.

21.10 Conditions

21.10.1 Faculty members granted sabbatical leave shall be paid the equivalent of ninety percent (90%) of their annual salaries for the approved duration of a six month leave and seventy percent (70%) of their annual salaries for the approved entire duration of a twelve (12) month leave. Health and welfare benefits payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the University throughout the approved sabbatical leave. The Faculty Member shall continue to accrue salary increments and other benefits during sabbatical leaves.

21.10.2 For the purposes of this clause only, annual salary shall be defined as the salary for the salary step the Faculty Member worked during the sabbatical multiplied by the average teaching load of the Faculty Member's six (6) best years or since the last sabbatical was taken.

21.10.3 Within two months of return from a sabbatical leave, the Faculty Member shall submit a detailed, written and, if applicable, illustrated report to the Sabbatical and Educational Leave Committee for approval. The report shall include a detailed description of the project, program of work or study as completed and include a statement of the research and/or professional development benefit and benefit to the University the sabbatical achieved. The Committee may request further information required to evaluate the program of work undertaken during the sabbatical leave.

21.10.4 The Committee shall assess the report on the basis of:

- Achievement of originally stated sabbatical activities and objectives, including any variances from the sabbatical proposal as approved.
- Demonstrated enhancement of professional, creative and/or scholarly development.
- Mutual benefit to the Faculty Member and the University.

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The Committee's findings together with a copy of the report will be submitted to the President.

- 21.10.5** The Faculty Member shall be required to publicly present their sabbatical activity report to the University community. The University Board shall be invited to attend all presentations.
- 21.10.6** The Faculty Member shall submit a copy of any published material produced as a result of the sabbatical leave to the University for inclusion in the library holdings.
- 21.10.7** In the event of the Faculty Member failing to comply with Articles **21.10.3**, **21.10.4**, **21.10.5** or **21.10.6**, and/or the Committee does not approve the report, the Faculty Member, on written request from the President of the University, shall immediately refund any amount paid by the University during the sabbatical leave.
- 21.10.8** Should the Faculty Member fail to remain in the employment of the University for at least one year immediately following return from such sabbatical, the Faculty Member shall refund to the University the amount of salary paid during this sabbatical leave less any amount pro-rated for that portion of the year served subsequent to the leave.
- 21.10.9** If applicable to the proposed program of work, a Faculty Member may receive bursaries, grants, scholarships, salary, travelling expenses, etc, which supplement financial resources while on sabbatical leave. However, a Faculty Member shall not engage in any employment for compensation while on sabbatical leave unless authorized in writing by the President of the University, prior to the commencement of the leave.
- 21.10.10** Where employment for compensation is authorized, the annual sabbatical salary otherwise payable by the University shall be decreased so the amount of financial assistance, together with outside compensation, shall not exceed 125% of the Faculty Member's salary step for the sabbatical leave, plus reasonable travel and other expenses.

21.11 Educational Leaves

21.11.1 Intent of Educational Leave

Educational leaves are periods of time when faculty are away from the University to engage in a formal program of study intended to develop or enhance their qualifications in areas relevant to their role at the University and so benefit the individual faculty member and the University. Educational leave may be granted for not greater than four months to eligible faculty.

21.11.2 Funding

Educational leaves shall be granted subject to available funds.

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21.11.3 Eligibility

Regular Faculty Members shall be eligible to apply for such leave after they have been employed by the University for a minimum of three (3) years of qualifying service. Earlier eligibility may be considered with the approval of the Vice-President Academic & Provost.

21.11.4 Application Format

21.11.4.1 Application for Educational Leave shall be made to the Vice President Academic by 1 September of the academic year prior to the intended educational leave.

21.11.4.2 To support the program of study planned for the Educational Leave, the application shall include the following:

- a description of the program of study, scholarly focus, with the stated timeline and the potential benefit to the faculty member and the University;
- evidence of achievement of Faculty Objectives and Responsibilities as described in Article 14;
- a current curriculum vitae;
- previous professional development reports will be provided by Human Resources;
- a statement regarding any paid compensation expected by the faculty member during the Educational Leave, outside of salary from the University, including details of any anticipated grants, bursaries, etc;
- the Committee, or the President may request additional information should they deem it necessary in order to complete their assessment of the application.

21.11.5 Conditions

21.11.5.1 Faculty Members granted educational leaves shall be paid the equivalent of seventy five percent of their annual salary during the approved duration of the leave. Health and welfare benefit payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the University throughout the approved educational leave.

21.11.5.2 Within one month of returning to the University from an educational leave, the Faculty Member shall submit to the Committee a written and, if applicable, illustrated report as evidence of having carried out the purpose for which the leave was granted.

21.11.5.3 In the event of non-compliance with Article 21.11.5.2 the Faculty Member shall, on written request from the President of the University, immediately refund any amount paid by the University during the approved educational leave.

21.11.5.4 Should the Faculty Member fail to remain in the employment of the University for at least one year immediately following return from such educational leave, the Faculty Member shall refund to the University

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the amount of salary paid during this leave less any amount pro-rated for that portion of the year served subsequent to the educational leave.

21.11.6 Application Assessment

Applications for Educational Leave shall be assessed by the Sabbatical and Educational Leave Committee based on the following criteria:

- 21.11.6.1** the anticipated significance and relevance of the proposed program of study to both the applicant and the University;
- 21.11.6.2** the feasibility of concluding the program of study;
- 21.11.6.3** confirmation that the program of study cannot be completed while maintaining employment workload;
- 21.11.6.4** achievement of Faculty Objectives and Responsibilities as described in Article 14.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Leave of Absence Without Pay

Leave of absence without pay may be granted to Regular or Probationary Faculty Members at the discretion of the President of the University. Applications are to be made to the Dean (or the administrative supervisor in the case of a Librarian or Counsellor). Such leave shall not be withheld unreasonably.

22.01.1 When leave of absence without pay is granted it will be on the understanding that normal remuneration will be deducted on a per diem basis.

22.01.2 When leave of absence without pay exceeds thirty calendar days, Article **24.07.7** will apply.

22.02 Leave of Absence With Pay

22.02.1 Leave of absence with pay shall be granted to Faculty Members who would otherwise be working on that calendar day or portion thereof in the following amounts and for the following purposes.

22.02.1.1 Up to a maximum of five consecutive working days upon a death in the immediate family of the Faculty Member or their spouse or partner. Immediate family includes spouse, common-law spouse, partner, parent-in-law, parent, child, sibling, guardian, grandparent or grandchild. The President of the University may grant additional leave in extenuating circumstances.

22.02.1.2 One day to attend funeral as a pallbearer.

22.02.1.3 When summoned or subpoenaed as a juror in any proceedings under any federal or provincial statute. Faculty Members may retain the small sum paid to them by the courts in lieu of expenses incurred.

22.02.1.4 When summoned or subpoenaed as a witness in any proceedings under any federal or provincial statute, if not a party to the action.

22.02.1.5 When appearing as a defendant in a criminal or traffic case, if acquitted.

22.03 Maternity and Parental Leave

22.03.1 General Provisions

22.03.1.1 The services of a Faculty Member on maternity leave and/or parental or adoption leave will be considered continuous for the purpose of any pension, medical or other plan benefit to the employee and for the purposes of Article **37**. The University will continue to make payments to the benefit plans in the same manner as if the employee were not absent. Where the employee shares or pays for the cost of benefit premium, they will have the option of continuing the coverage for the duration of the leave. All benefit plan coverage, terms, conditions and eligibility requirements will at all times be covered by the actual terms and conditions of the benefit plan contracts.

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- 22.03.1.2** An employee who returns to work following a maternity or parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.
- 22.03.1.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 22.03.1.4** A Faculty Member on maternity or parental leave will accrue vacation time during the period of the leave.
- 22.03.1.5** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the University and the Faculty Member may negotiate a mutually acceptable return date.
- 22.03.1.6** The Human Resources Department will make available information regarding Employment Insurance benefits, the College Pension Plan and the Supplementary Employment benefits.
- 22.03.1.7** Upon written request and provided the University is given reasonable notice to enable it to hire a suitable replacement, an employee may be entitled to a leave of absence without pay of up to six (6) consecutive months, in addition to statutory requirements, provided the return date coincides with the instructional calendar.

22.03.2 Maternity Leave

- 22.03.2.1** A pregnant full-time or part-time Regular or Probationary Faculty Member is entitled to unpaid maternity leave up to seventeen (17) consecutive weeks.
- 22.03.2.2** A Lecturer, Adjunct or Sessional Faculty Member is entitled to an unpaid maternity leave for the duration of their current contract.
- 22.03.2.3** A Faculty Member who takes maternity leave will also be eligible for parental leave as provided for in Article **22.03.3**. The combined entitlement is up to seventy-eight (78) weeks.
- 22.03.2.4** Where the duties of the employee cannot reasonably be performed because of the pregnancy and the maternity leave has not yet commenced the employee will be entitled to sick leave as per **Article 23**.
- 22.03.2.5** In the event that a Faculty Member gives birth before the request for a maternity leave is made and they provide a certificate from their medical doctor or a registered midwife stating the birth date, the University will grant maternity leave as provided for in Article **22.03.2**, **22.03.3**. If the pregnancy has terminated and the employee provides a certificate from a medical doctor or a registered midwife, the unpaid leave will be for a period requested by the Faculty Member to a maximum of six (6) consecutive weeks that begins on the date of termination of pregnancy.

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22.03.2.6 A Faculty Member will apply in writing for maternity leave at least four weeks prior to the leave, stating the duration of the leave. A Faculty Member will provide a certificate from a medical doctor or a registered midwife stating the estimated date of birth.

22.03.2.7 Maternity leave will normally commence thirteen (13) weeks prior to the estimated date of delivery, and no later than the actual date of birth.

22.03.3 Parental and Adoption Leave

22.03.3.1 Unpaid parental leave shall be granted to Regular and Probationary Faculty Members upon written request subject to the other provisions of this Article **22.03**.

22.03.3.1.1 For the parent who takes unpaid leave under Article **22.03.2**, they will be entitled up to sixty-one (61) consecutive weeks of unpaid leave which must begin, unless the University and the employee agree otherwise, immediately after the leave under Article **22.03.2**.

22.03.3.1.2 For the parent, other than the adopting parent who does not take maternity leave, they are entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.

22.03.3.1.3 For an adopting parent, they are entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

22.03.3.2 A Lecturer, Adjunct or Sessional Faculty Member is entitled to an unpaid parental or adoption leave as per **22.03.3.1** for the duration of their current contract.

22.03.3.3 The Faculty Member shall provide the University with a minimum of four weeks written notice of intent to take parental or adoption leave and will provide as much information regarding the assumption of custody as possible.

22.03.4 Supplemental Employment Benefit for Maternity and Parental Leave

22.03.4.1 The University will provide a Supplementary Employment Benefit (SEB) Plan for Regular and Probationary Faculty Members on maternity leave or parental leave.

22.03.4.2 The SEB plan is intended to supplement the Employment Insurance benefits received by Faculty Members for temporary unemployment caused by maternity leave.

22.03.4.3 Except as provided in Article **22.03.5**, Special Supplementary Employment Benefits (SSEB), the SEB plan will provide Faculty

ARTICLE 22 – LEAVES OF ABSENCE

Members on approved maternity leave with \$125 per week for up to seventeen (17) weeks.

22.03.4.4 If a Faculty Member receives Special SEB payments as provided for in Article **22.03.5**, they are eligible to receive regular SEB payments from time not used under the Special SEB plan, but the maximum received from the two plans will be for seventeen (17) weeks. At no time shall a Faculty Member receive more than 100% of net salary from these plans and Employment Insurance.

22.03.4.5 A Faculty Member is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the Faculty Member shall provide the University with proof of application for and receipt of Employment Insurance benefits.

22.03.4.6 The SEB Benefit is payable for the one week Maternity Employment Insurance waiting period.

22.03.4.7 If a Faculty Member receives Special SEB payments as provided for in Article **22.03.5**, they are eligible to receive regular SEB payments from time not used under the Special SEB plan, but the maximum received from the two plans will be for a maximum of seventeen (17) weeks. At no time shall a Faculty Member receive more than 100% of net salary from these plans and Employment Insurance.

22.03.5 Special Supplementary Employment Benefits

22.03.5.1 The University will provide a Special Supplementary Employment Benefit plan (SSEB) to supplement the Employment Insurance benefits received by Regular or Probationary Faculty Members on approved maternity leave who are medically unable to perform their job duties due to the pregnancy.

22.03.5.2 The benefit level paid under the SSEB plan is 100% of normal gross pay minus Maternity or Sickness Employment Insurance benefits and required deductions.

22.03.5.3 A Faculty Member must prove that they are in receipt of Employment Insurance benefits in order to receive the SSEB payments.

22.03.5.4 This plan is payable for the two week Employment Insurance waiting period.

22.04 Compassionate Care Leave

22.04.1 Entitlement

A Faculty Member will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. In order to be eligible for this leave, the Faculty Member must provide a medical certificate as proof that the ill family member has a serious medical condition with a significant risk of dying within twenty-six (26) weeks. For the

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purposes of this Article only, family member is defined in accordance with the Employment Standards Act.

A Faculty Member who is granted a compassionate care leave of absence to care for a gravely ill family member, shall be entitled to the benefits as follows:

- a. The Faculty Member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the Faculty Member were not on leave.
- b. Where a Faculty Member elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the University shall pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- c. A Faculty Member who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.
- d. Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- e. If the employee takes a compassionate care leave and the family member does not die within the fifty-two (52) week period, the employee is entitled to take up to another twenty-seven (27) weeks of leave in a subsequent fifty-two (52) week period upon obtaining a new certificate that states the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The leave would be requested and taken under the same conditions as the first leave.

22.05 Public Duties

22.05.1 The University may grant a leave of absence without pay to a Regular Faculty Member to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety (90) days. Such requests shall be made with sufficient notice to enable the University to hire a suitable replacement.

22.06 Exchange Leave

22.06.1 A Regular Faculty Member may, with the agreement of the Vice President Academic, after consultation with Faculty Member's program area, exchange their position and responsibilities with a qualified person from another institution for a fixed period of time.

22.06.2 A request for exchange shall be considered for approval only if the exchange is of benefit to both the University and the Faculty Member.

22.06.3 The Faculty Member will continue to receive their salary and benefits for the duration of the exchange.

22.06.4 The exchange shall be at no additional cost to the University. All costs and pay for the exchanging individual shall be borne by the individual's institution.

ARTICLE 22 – LEAVES OF ABSENCE

22.07 Cultural Leave for Indigenous Employees

22.07.1 Cultural Leave for Indigenous Employees

- a) A self-identified Indigenous employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.
- b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

22.08 Leave Respecting the Disappearance of a Child

22.08.1 An employee is entitled to a leave of absence without pay of up to fifty-two (52) weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

22.09 Leave for Respecting the Death of a Child

22.09.1 An employee is entitled to a leave of absence without pay of up to one hundred and four (104) weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

22.10 Leave for Domestic or Sexual Violence

22.10.1 Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- a) **up to 5 days of paid leave,**
- b) up to 5 days of unpaid leave; and
- c) up to 15 weeks of unpaid leave.

A leave under Article 22.10.1.a or Article 22.10.1.b may be taken by the employee intermittently or in one continuous period. A leave taken under 22.10.1.c may be taken by the employee in one continuous period, or upon approval by the University, intermittently.

ARTICLE 23 – SICK LEAVE

23.01 Regular and Probationary Faculty

- 23.01.1** All full-time and part-time Regular and Probationary Faculty Members will be paid one hundred percent (100%) of salary for the first ninety days of any one continuous illness, injury or disability. Any one illness, injury or disability is deemed continuous for a maximum of six months following a return to work from sick leave or LTD benefits for that illness, injury or disability.
- 23.01.2** The Faculty Association and the University will implement a third party adjudication plan with a health insurance provider agreed to by the Parties with the cost to be borne by the University and with a jointly agreed appeal procedure.
- 23.01.3** If a Faculty Member produces a medical certificate from a duly qualified medical practitioner with respect to an absence due to illness, the University may request third party adjudication of the medical reasons for the absence. The Faculty Association shall be informed of any such request.
- 23.01.4** Where the University requests a third party adjudication, the Faculty Member agrees to provide authorization for such adjudication. The University, the Faculty Association and the Faculty Member agree to be bound by the adjudicated decision reached in accordance with Article **23.01.2**.
- 23.01.5** The University and the Faculty Association recognize the confidentiality of health and medical information of employees. Access to employee health information will remain solely with the Faculty Member, the Faculty Member's doctor, and the third party adjudicator.
- 23.01.6** No Regular or Probationary Faculty Member shall receive sick leave pay while on a leave of absence without pay, maternity, parental or adoption leave, WCB benefits, or layoff.

23.02 Non-Regular Faculty

- 23.02.1** All Non-Regular Faculty Members shall earn sick leave credits on a pro-rated basis according to their contracted teaching load at the rate of one and one-half days for each month worked for a 100% teaching load.
- 23.02.2** No Non-Regular Faculty Member shall earn sick leave credits while on a leave of absence without pay, maternity, parental or adoption leave, sick leave, WCB benefits or layoff.

23.03 General

- 23.03.1** Any Faculty Member absent because of illness may be required by the University to produce a certificate from a duly qualified medical practitioner of their choice who is licensed to practice in the Province of British Columbia, certifying that they are unable to carry out their duties due to illness. Any costs for the certificate will be paid by the University.
- 23.03.2** Any Faculty Member returning to work from an absence due to illness, injury or disability for five or more consecutive working days may be required by the University to provide confirmation of illness by a duly qualified medical practitioner of their choice who is licensed to practice in the Province of British

ARTICLE 23 – SICK LEAVE

Columbia certifying that they are medically able to resume their duties. Any costs for the certificate will be paid by the University.

23.03.3 Immediately following the conclusion of a sick leave, LTD or WCB benefits period, the Faculty Member shall be returned to their contracted salary status.

23.03.4 Upon the conclusion of sick leave, LTD or WCB benefits period, Regular and Probationary Faculty Members shall be immediately returned to their duties or, if during the annual vacation period, they will proceed to use the time remaining for their annual vacation. If arrangements cannot be made for a return to normal instructional duties, alternative duties will be proposed by the Faculty Member concerned in conjunction with the relevant Dean and the Faculty Association. A report will be submitted to the Dean at the conclusion of the period of special duties outlining the nature of work carried out and the results achieved. In any case, the Faculty Member will be returned to Regular salary status immediately upon the conclusion of sick leave, LTD or WCB benefits period.

ARTICLE 24 – HEALTH AND WELFARE BENEFITS

24.01 Extended Health Insurance

The University shall arrange and pay for 100% of the monthly premiums for an extended health insurance plan for all Regular and Probationary Faculty Members and Lecturers (full-time and part-time) and their dependents only.

24.01.1 Effective January 1, 2024, subject to the Extended Health plan in place, coverage for combined mental health practitioners that include psychology, clinical counsellor, and social workers services to \$1,500 per calendar year.

24.02 Optical Care Insurance

The University shall arrange and pay for optical care insurance for all Regular and Probationary Faculty Members (full and part-time), and Lecturers, to a maximum of **\$650** payable in any twenty-four (24) month period after six months participation in the plan. The terms and conditions of the Plan shall prevail, and any payment shall be subject to the provisions of the insurance carrier.

Effective January 1, 2024, all Regular and Probationary Faculty Members (full and part-time), and Lecturers shall have \$125 for eye exams, every two years.

24.03 Dental Plan

24.03.1 The University shall arrange and pay for a dental plan for all Regular, Probationary Faculty Members and Lecturers (full-time and part-time) and their dependents, the Plan shall provide the following minimum coverage:

<u>Plan</u>	<u>Percentage of Approved Plan Schedule of Fees</u>
A – Basic Dental	100%
B – Prosthetics, Crowns and Bridges	50%
C – Orthodontics	50%

24.03.2 A participating Faculty Member is only eligible for orthodontic services under Plan C after six months' participation in the Plan. The maximum amount for orthodontic treatment coverage shall be \$2,000 during a lifetime for any individual.

24.04 Long-Term Disability Plan Coverage

24.04.1 All Regular and Probationary Faculty Members (full-time and part-time) who have been actively employed for a period in excess of three months shall participate in the long term disability plan.

24.04.2 Lecturers are not eligible for long term disability benefit coverage.

24.04.3 Long term disability coverage will be provided in accordance with the terms and the contract with the insuring company on the following general basis:

- amount of benefit – sixty percent of basic monthly rate of earnings;

ARTICLE 24 – HEALTH AND WELFARE BENEFITS

- benefit effective – following three months continuous absence due to sickness or injury;
- when so advised by the medical practitioner, and subject to the agreement of the LTD carrier, a Faculty Member may return to work on a part-time basis on salary for the workload actually taught, with the LTD carrier covering the remaining portion of the contracted salary at the sixty percent benefit amount.

24.04.4 The premium cost of salary indemnity coverage shall be borne entirely by the eligible Faculty Member and shall be paid by means of payroll deductions.

24.05 Group Life Insurance

The University shall arrange and pay for a group life insurance plan for all Regular and Probationary Faculty Members and Lecturers (full-time and part-time), who have been actively employed for three consecutive months. This plan shall provide three times annual salary to the next higher \$1,000. For Lecturers, the plan shall provide a flat benefit of \$75,000.

24.06 Employee Assistance Plan

24.06.1 The University shall maintain an employee assistance plan to be funded by the employer and employee portions of the Employment Insurance rebate for all Regular, Probationary and Non-Regular Faculty Members which provide counselling services to Faculty Members and their dependents with assured confidentiality.

24.06.2 Each year, the University shall provide the Benefits Committee with a financial summary of the administration of the plan within thirty (30) days of receipt of the information. The financial summary shall include a description of the employer and Faculty pro-rated portion of the Employment Insurance rebate described in **24.06.1**.

24.07 Benefit Coverage

24.07.1 Subject to the specific provision stated herein, all benefit plan coverage, terms, conditions and specific eligibility requirements with regard to optical care insurance, dental insurance, long term disability insurance, and group life insurance, shall at all times be covered by the actual terms and conditions of the contracts issued by the insurance carrier(s).

The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.

24.07.2 Regular and Probationary Faculty Members and Lecturers working less than forty percent of a full-time workload are not eligible for benefit coverage.

24.07.3 Choosing and Ratifying Insurance Carriers and Plans

The University will consult with the Faculty Association through the Faculty representatives on the Benefits Committee regarding the insurance carriers and policies as well as continuance, changes and provisions related to any and all elements of the benefits coverage.

ARTICLE 24 – HEALTH AND WELFARE BENEFITS

Authorization for approval for any changes or amendments to any of the existing health and welfare plans terms of coverage provided for through this Agreement rests with the Faculty Association and is subject to ratification by it.

24.07.4 Duty to Provide Information

The University will ensure that current information regarding details of plans, carriers, coverage, limitations, exclusions and eligibility requirements is issued **annually** to all insured Faculty Members and immediately following any changes. The above information will include procedural instructions and deadlines for application as well as any other administrative details specific to the University. **Claims data will be issued to the Faculty Association on an annual basis as well.**

The University shall arrange that the insurance carriers notify both the University and the Faculty Association immediately when changes are foreseen or planned in the limits or substance of the policy contracts.

The University and the Faculty Association will make every effort to promptly provide any information regarding the benefit plans to any Faculty Member requesting the information.

24.07.5 Responsibility of the Insured

It is understood and agreed that it is the responsibility of all Faculty Members to acquaint themselves with the specific details of coverage and eligibility requirements of all benefit plans, subject to having been provided with the relevant information as per Article **24.07.4**.

The Faculty Association and the University will not be directly responsible for oversights and errors made by the Faculty Members as to conditions of coverage or entitlement to benefits and to requirements for eligibility beyond the obligations specifically stipulated in this Agreement.

24.07.6 University's Liability Limit

The Faculty Association recognizes and agrees that the University's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging the underwriting of coverages by insurers and to the internal procedural administration of the plans. The University cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers. However, the University shall be responsible for the fair treatment of Faculty Members by the insurers.

24.07.7 Leave of Absence Without Pay

24.07.7.1 The Parties to this Agreement recognize and agree that except where specifically provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for a Faculty Member who is absent on a leave of absence without pay in excess of thirty calendar days.

ARTICLE 24 – HEALTH AND WELFARE BENEFITS

24.07.7.2 Except where otherwise stated in this Agreement, where a Faculty Member has been granted an approved leave of absence without pay in excess of thirty calendar days, and the Faculty Member has been participating in the following benefits coverages:

- extended health insurance
- optical care insurance
- dental plan
- long term disability plan
- group life insurance

The Faculty Member may maintain the coverages in those plans subject to eligibility to remain covered under the terms of the individual policies. The Faculty Member must pay 100% of the premiums for those coverages during such leave, paid in advance before the leave commences or through a payment schedule prearranged with the University.

24.07.8 Same Sex Spouse

The University will recognize a same sex spousal relationship in the same way it recognizes opposite gender relationships.

If the underwriters of the University's group benefits plan do not provide coverage for same sex couples, the University will make every reasonable effort, keeping in mind financial considerations, to obtain an underwriter that provides this coverage.

ARTICLE 25 – BC COLLEGE PENSION PLAN

25.01 Full-Time Regular and Probationary Faculty Members

All eligible Faculty Members shall participate in the College Pension Plan in accordance with the College Pension Plan Regulations. The University will contribute to the cost of such coverage to the extent provided for in the College Pension Act.

25.02 Non-Regular Faculty Members

Non-Regular Faculty Members are eligible to participate in the British Columbia College Pension Plan during their period of employment with the University in accordance with current legislation.

25.02.1 Faculty Members who are eligible to opt out of the College Pension Plan may do so only upon providing a written waiver of their right to participate in the Plan, in accordance with the College Pension Plan Regulations.

ARTICLE 26 – EMPLOYMENT INSURANCE

26.01 Faculty Members shall be covered for employment insurances insofar as the statutes permit.

ARTICLE 27 – CANADA PENSION PLAN

27.01 All Faculty Members shall participate in and contribute to the Canada Pension Plan in accordance with the applicable legislation. The University will contribute to the plan for each Faculty Member, to the extent provided for in the applicable legislation.

ARTICLE 28 – WAIVER OF FEES FOR FACULTY MEMBERS REGISTERING IN UNIVERSITY COURSES

28.01 In order to facilitate professional development and skills upgrading, Faculty Members will be able to access credit and Continuing Education courses offered by the University and will not be required to pay tuition fees, provided that no fee paying student is displaced and that the Faculty Member is not counted towards the minimum enrolment number required to run a particular course.

ARTICLE 29 – DEATH BENEFIT

29.01 In the event of the death of a Regular or Probationary Faculty Member (full-time or part-time), or a Non-Regular Faculty Member who has been employed by the University for at least one year, the University shall pay to the Estate one month's salary exclusive of any amount already earned by the deceased up to the date on which the deceased was last employed by the University.

ARTICLE 30 – HEALTH AND SAFETY

30.01 Workers Compensation Act

The University and the Faculty Association agree to comply with all regulations made pursuant to the Workers Compensation Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of the Faculty, staff, students and the University.

30.02 It is agreed that the maintenance of a safe, non-hazardous and sanitary environment requires the cooperation and contribution of every Faculty Member and of the University. Accordingly, Faculty Members are obligated to fully comply with any and all reasonable rules of conduct established by the University.

30.02.1 Pursuant to Division 4 of the Workers Compensation Act, the University shall maintain an Occupational Health and Safety Committee which includes at least one representative selected by the Faculty Association. Participation on this committee shall be without loss of pay and shall be considered service to the University.

30.02.2 The Occupational Health and Safety Committee shall hold meetings at regular intervals and where necessary on an expedited basis to consider any unsafe, hazardous, violent, or dangerous conditions in the workplace, to review any specific complaints pertaining thereto, and to make recommendations pertaining to the alleviation and elimination of occupational health and safety hazards and unfavourable conditions. A copy of all minutes of the Health and Safety Committee shall be made available to all Faculty Members.

30.02.3 Every Faculty Member is obligated to report at the first possible opportunity any injury or accident and/or any unsafe, hazardous, violent, or unsanitary condition which might result in an injury or accident, to First Aid personnel and to their immediate supervisor.

30.02.4 The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and make recommendations as appropriate. Recommendations will be reported to the relevant personnel and supervisor.

30.02.5 Faculty members have the right to refuse to perform work they reasonably consider to be unsafe. The faculty member must report the unsafe condition to their Dean or to the appropriate person in Administration. No faculty member shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties they reasonably considered to be unsafe. Resolution procedures will be in accordance with WCB.

30.03 Protective Gear

The University will provide protective clothing and equipment determined necessary by the Occupational Health and Safety Committee. Requests for replacement of safety gear which has deteriorated will not be unreasonably denied.

30.04 Training

Faculty Association representatives to the Occupational Health and Safety Committee are entitled to paid training time in accordance with the Workers Compensation Act and subject to operational requirements.

ARTICLE 31- HARASSMENT

31.01 Statement of Commitment

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The University promotes teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the University community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The University has a responsibility under the BC Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The University will offer educational and training programs designed to prevent harassment and to support the administration of the University policies and to ensure that all members of the University community are aware of their responsibility with respect to the policy. The Union and the University agree that attendance is required and will take place during compensated work time.

The mandatory educational and training programs at the University will be designed to:

- a. Enhance the understanding of interpersonal conflict and bullying and the effects thereof in the workplace;**
- b. Ensure that all members of the University community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and**
- c. Actively promote the development and maintenance of a respectful workplace environment.**

When the University determines that a formal investigation of a complaint received under Policy 8.6 Harassment, Bullying and Discrimination involving a Faculty Member as either a complainant or respondent is warranted, the following procedures in 31.05 shall apply.

31.02 Definitions

31.02.1 A person is bullied and harassed when someone takes an action that they knew or reasonably ought to have known would cause that [person] to be humiliated or intimidated. Harassment includes a form of discrimination that adversely affects the recipients on one or more of the prohibited grounds under the BC Human Rights Code. The prohibited grounds are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary

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conviction offence that is unrelated to the employment or to the intended employment of that person. **Bullying and harassment may or may not be connected to a protected ground under the Human Rights Code, depending on its nature.**

31.02.2 Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- is abusive or demeaning;
- would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with their participation in a University related activity;
- creates a poisoned environment.

31.02.3 Sexual harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- which interferes with another person's participation in an institution-related activity, or
- leads to or implies employment, or academically-related consequences for the person harassed, or
- which creates a poisoned environment.

31.03 Complaints

- a. **The University reserves the right to investigate any complaints made about faculty members where required by law.**
- b. **Any such investigation will be carried out in accordance with University Policy, and where applicable, Collective Agreement provisions.**
- c. **Upon receipt of any complaint, the University will notify the Faculty Member of the substance and particulars of the complaint.**
- d. **The Faculty Member will be provided with a reasonable opportunity to respond, in accordance with University Policy and Procedure.**
- e. **The Faculty Member will be notified in writing of the outcome.**
- f. **If the University decides not to investigate a complaint, or after investigation decides that the complaint is without merit or that no action shall be taken, the University shall retain all information in its possession about the complaint in a sealed file, separate from the Faculty Member's personnel file.**
- g. **Where the University receives a written request from a faculty member for disclosure of any complaints or information which the University is holding about them, the University will disclose such information to the faculty member, except to the extent that it is authorized or required by law to**

ARTICLE 31- HARASSMENT

refuse or redact such disclosure. To gain access, requests shall be made to the University's Privacy Officer.

31.04 Right to Legal Representation

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to their terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an investigation involving an allegation of harassment.

31.05 Procedures for Investigations

When the University refers a complaint to an investigator, the referral will be handled in a manner consistent with University Policy and Procedures.

31.06 Terms of Reference of the Investigator

- a. The investigator will conduct the investigation and issue their report within a reasonable amount of time, and shall conduct themselves in accordance to University Policy.
- b. The investigator will not be bound by any artificial timeline as to preserve the integrity of the investigation process.
- c. All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- d. The investigator may, as part of their report, make recommendations for resolution of the complaint to the University.
- e. The investigator's report will not be placed on an employee's file.

31.07 Findings

The Investigator will provide the University with a written determination based upon the facts and, where instructed by the University, recommendations, within a reasonable amount of time. The University will consider the determination and recommendations before taking action. Any action(s), if any, to be taken or required by the University may include, where appropriate, a statement of exoneration.

31.08 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the Investigator will investigate all of the complaints.

The above noted procedure does not restrict:

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- a. The employer's right to take disciplinary action;
- b. The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

31.09 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline. Should retaliation be alleged following the filing of a complaint, an investigator may deal with that allegation and make a finding.

31.10 Relation to Other Agreements

Where a harassment complaint under this article involves individuals who are covered by a different collective agreement, the local parties will meet to clarify and agree upon a procedure.

ARTICLE 32 – DISCIPLINE, SUSPENSION AND DISMISSAL

32.01 Discipline

32.01.1 No Faculty Member shall be disciplined or dismissed without just and reasonable cause.

32.01.2 A Faculty Member shall have the right to Faculty Association representation at any formal meeting with the University regarding matters of a potentially disciplinary nature involving the Faculty Member and at any disciplinary meeting with the University.

32.01.3 The University shall remove disciplinary letters from the Faculty Member's personnel file that are three years or older, provided that there have been no further disciplinary infractions of any nature within the preceding three year period. This provision does not apply to letters of suspension issued under Article **32.02**.

32.02 Suspension

In accordance with Section 60(1) of The University Act, the University President may suspend a Faculty Member for just and reasonable cause. The reasons for which a suspension may be made include, but are not limited to:

- repeated or gross misconduct;
- neglect of duty;
- refusal or neglect to obey a lawful order of the University;
- being charged with a criminal offence and where the circumstances thereby created render it inadvisable for the continuance of duties;
- willful or repeated disregard of established University policies and procedures;
- personal behaviour that is unacceptable and will bring disrepute upon, or is detrimental to, the University;
- unsatisfactory service.

32.02.1 Suspension shall be preceded or accompanied by notice, in writing to the Faculty Member with a copy to the Faculty Association, giving reasons for, as well as the duration of the suspension.

32.02.2 In cases of suspension, the University President shall report the action to the Board with a statement of their reasons in accordance with Section 60(2) of The University Act.

32.02.3 Suspension of a Faculty Member may be with or without pay and benefits.

32.02.4 The Faculty Member, in accordance with Section 60(3) of The University Act, may appeal the suspension to the Board.

32.02.5 In the event that the appeal results in the exoneration of the Faculty Member, no further disciplinary action shall be taken and a record to this effect shall be

ARTICLE 32 – DISCIPLINE, SUSPENSION AND DISMISSAL

placed in the Faculty Member's personnel file. The Faculty Member may request the removal of all reference material concerning this matter from their files.

32.03 Dismissal

32.03.1 The University may dismiss a Faculty Member for just cause. Cause shall include, but is not limited to:

- gross misconduct;
- persistent neglect of Faculty responsibilities;
- professional incompetence directly related to Faculty responsibilities.

32.03.2 When the University President, or their designate, determines that there is just cause for dismissal, termination shall be preceded or accompanied by notice, in writing, giving the reason for the dismissal, with a copy to the Faculty Association.

32.03.3 A Faculty Member may appeal their dismissal to the Board.

32.03.4 In the event that the appeal results in the exoneration of the Faculty Member, no further disciplinary action shall be taken and a record to this effect shall be placed in the Faculty Member's personnel file. The Faculty Member may request the removal of all reference material concerning this matter from their files.

32.04 Right to Grieve

A Faculty Member considered by the Faculty Association to be wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under Article **33** (Grievance Procedure).

32.05 Reinstatement

32.05.1 When a Faculty Member has been suspended or dismissed and, as a result of a subsequent grievance procedure the suspension or dismissal is found to be unjustified and no alternate discipline has been substituted, the Faculty Member shall be reinstated immediately and no record of the matter shall remain on the Faculty Member's personnel file unless requested by the Faculty Member.

32.05.2 In any reinstatement arising from this Article, there shall be full reimbursement of seniority and repayment of all back pay and benefits unless otherwise jointly decided by the President of the University, the Faculty Association and the Faculty Member, or by a mutually agreed to arbitrator who shall provide a written decision.

32.06 Termination for Cause

A Faculty Member terminated for cause shall, without prejudice, be given one month's salary and benefits under Articles **24.01**, **24.02**, **24.3**, and **24.05**, after dismissal.

ARTICLE 33 – GRIEVANCE PROCEDURE

33.01 The University and the Faculty Association recognize that grievances may arise concerning differences between the Parties respecting the interpretation, application, operation, or any alleged violation of this Agreement, including a question as to whether or not a matter is subject to arbitration.

33.01.1 Initiation of Grievance

When a dispute arises, an attempt shall be made by the Faculty Member to settle the grievance with the appropriate management representative. Failing a satisfactory solution, the Faculty Association shall initiate an informal meeting between the Grievor, a Faculty Association representative and the relevant Dean or the administrative supervisor in the case of a Librarian or Counsellor within ten working days after the situation leading to the grievance has arisen or within ten working days from the time the Faculty Member should reasonably have known of the occurrence of the situation giving rise to the grievance.

33.01.2 Stage One

Should the Grievor not receive a satisfactory response from the relevant Dean, (or the administrative supervisor in the case of a Librarian or Counsellor) within ten working days after the initial consultation referred to above, the Faculty Association, upon the request and on behalf of the Grievor, may submit a written grievance to the Vice President Academic, or designate. The written grievance shall cite the factual background of the grievance, the provision(s) of the Agreement alleged to have been infringed upon or violated, and the remedy sought. The Grievor and/or the designated executive member of the Faculty Association shall attempt to settle the matter with the Vice President Academic or **their** designate. A written reply shall be given to the Grievor and to the Faculty Association within ten working days of receipt of the written grievance.

33.01.3 Stage Two

Within ten working days from the date of the written response by the Vice President Academic, or designate, the grievance may be referred by the Faculty Association to the President who shall then attempt to resolve the matter. Such reference shall be accompanied by the written grievance statement from stage one.

The Grievor and the Faculty Association shall be given a written reply within ten working days following receipt by the President of the stage two written grievance.

33.01.4 Arbitration

Within ten working days from the date of the President's written response to stage two, the Faculty Association's representatives may advise the President in writing that the Association wishes to refer the matter to an arbitrator for final and conclusive settlement. If the Faculty Association proposes referring the grievance to a three member arbitration board, such written advice shall include the name of the Faculty Association's nominee.

ARTICLE 33 – GRIEVANCE PROCEDURE

33.01.5 Expedited Arbitration

As an alternative to arbitration as outlined in Article **34**, the Parties may agree to expedited arbitration as provided for in the Labour Code of British Columbia at which time the provisions of the Labour Code shall take effect.

33.02 The Parties may agree to waive any stage of the grievance procedure and/or to extend or waive time limits therein. Such agreement shall not be withheld unreasonably.

ARTICLE 34 – ARBITRATION PROCEDURE

34.01 Within seven days of receiving written notice under Article **33.01.4**, the Parties shall confer and agree upon a mutually agreeable arbitrator to decide the grievance. If the Parties cannot agree upon a mutually agreeable arbitrator, either Party may apply to the Minister of Labour to make such appointment.

34.02 The decision of the arbitrator shall be in writing and shall be final and binding. Such decisions shall be made and a copy provided to both Parties within fifteen days from the date of the appointment of the arbitrator.

34.03 The Parties shall jointly bear the costs of the arbitrator. Each Party shall bear the expenses and costs of its witnesses and counsel.

34.04 Notwithstanding the above, if the Parties mutually agree to refer the grievance to a three-person arbitration board whose decision shall be final and binding, one member shall be nominated by each Party and the two nominees shall appoint the chairperson within seven days of notification under Article **33.01.4**. If the nominees cannot agree upon a mutually agreeable chairperson, either Party may apply to the Minister of Labour to make such an appointment. The costs of the chairperson shall be shared equally between the Parties. Each Party shall bear the expenses and cost of its own nominee.

34.05 Expedited Arbitration

34.05.1 Where a difference arises at an institution relating to the interpretation, application or administration of collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either of the parties may, after exhausting the steps of the grievance procedure under the collective agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

34.05.2 Issues for Expedited Arbitration

- a. All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a party intends to raise a preliminary objection; and
 - vii. Grievances arising from the duty to accommodate.
- b. Those grievances not suitable for resolution at expedited arbitration, as listed under section (a) above, may be referred to arbitration under the provisions of the agreement.
- c. By mutual agreement, a grievance falling into any of the categories as listed under section (a) above may be placed into the expedited arbitration process.

ARTICLE 34 – ARBITRATION PROCEDURE

34.05.3 Expedited Arbitration

The employer and the union shall, by mutual agreement, select an arbitrator who is available to hear the grievance within thirty (30) days of appointment.

34.05.4 Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

34.05.5 Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

34.05.6 Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

34.05.7 Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

34.05.8 Mediation

- a. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b. Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

34.05.9 Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing to the extent possible.

34.05.10 Status of the Decision

- a. All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decisions.
- b. All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

ARTICLE 34 – ARBITRATION PROCEDURE

- c. The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d. Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

34.05.11 Cost

- a. The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b. Hearings shall be conducted at the University or at the offices of the union where possible to minimize costs.

34.05.12 Authority or Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

ARTICLE 35 – PERSONNEL FILES

35.01 An official personnel file shall be maintained by the University for every Faculty Member and shall include the following, if applicable:

- summaries of course evaluations (for Teaching Faculty) or administrative assessments (for Non-Teaching Faculty);
- the recommendation forwarded by the Development Review Committee to the Evaluation Committee;
- the Evaluation Committee's letter concerning developmental issues;
- peer letters of assessment;
- curriculum vitae;
- professional development reports;
- sabbatical reports;
- teaching schedules, course outlines, course enrolment figures, and synopses of grades (for Teaching Faculty Members);
- and any other material regarding teaching, scholarly activity or professional practice as provided by the Faculty Member.

35.02 Every Faculty Member shall have access to their personnel file during working hours with reasonable notice to the Human Resources Department.

35.03 A Faculty Member shall be copied with any negative or adverse entry to their personnel file within ten working days of the entry being made. Failure to so advise the Faculty Member shall result in the removal of the entry from the file.

35.04 Except for routine administrative access, personnel files shall be open to other persons only with the written permission of the Faculty Member concerned.

35.05 Upon the conclusion of any disciplinary complaint, investigation, or action in which the Faculty Member does not receive disciplinary action, and with the agreement of the Faculty Member concerned, all documents relating to the incident shall be removed from the Faculty Member's personnel file.

ARTICLE 36 – VOLUNTARY RESIGNATIONS AND RETIREMENTS

36.01 A Regular or Probationary Faculty Member may resign by giving four months' notice, in writing for Teaching Faculty Members, and one month notice in writing for Non-Teaching Faculty Members, to the President of the University, with a copy to the Faculty Association.

36.02 A Regular or Probationary Faculty Member's appointment may be terminated at any time by mutual consent on an agreed date.

36.03 Early Retirement

All Regular Faculty Members who meet the qualifications may participate in the early retirement plan.

36.03.1 Conditions

36.03.1.1 The University recognizes the mutual benefits of an early retirement plan for Regular Faculty Members and agrees to make such opportunities available to qualified members at its sole discretion within the parameters of available funds.

36.03.1.2 Once early retirement has been offered and accepted, at midnight of the retirement date mutually agreed on, a Faculty Member ceases to be an employee of the University and member of the Faculty Association, and forfeits all privileges of seniority.

36.03.2 Eligibility and Qualifications

36.03.2.1 To be eligible to apply for early retirement, a Faculty Member must be fifty-five or older at the time of the proposed retirement, have a minimum of ten years' service to the University and be at the maximum step allowed on the current salary scale.

36.03.3 Procedures

36.03.3.1 A Regular Faculty Member may apply for early retirement at any time prior to or following their fifty-fifth year by making written application to the President of the University with a copy to the Faculty Association.

36.03.3.2 Regular Faculty Members must apply for early retirement at least one year in advance of the desired retirement date.

36.03.3.3 Faculty Members returning from sabbatical leaves must remain in the employment of the University for at least one year prior to the desired retirement date, or refund salary as provided in Article **21.10.8**.

36.03.3.4 The application should provide evidence of eligibility and specify the desired date of termination.

36.03.3.5 The Faculty Member's remuneration as determined in Article **36.03.4.2** will be paid over a period not to exceed five years.

36.03.3.6 The President and/or the Vice President Academic, in consultation with the relevant Dean, will review early retirement applications.

ARTICLE 36 – VOLUNTARY RESIGNATIONS AND RETIREMENTS

36.03.3.7 In making decisions about early retirement applications the President shall take into account the long and short term objectives of the University, the effect of the early retirement requests on the University's educational programs and course offerings, replacement strategies and available resources over the affected period.

36.03.3.8 Applicants shall be informed of the decisions about their requests within six months of submitting their applications. All decisions shall be at the University's sole discretion.

36.03.3.9 A Faculty Member has the right to accept or decline an early retirement incentive offer made by the University within thirty days of the offer being proposed.

36.03.4 Early Retirement Financial Considerations

36.03.4.1 Total remuneration for early retirement shall be based on one year's salary at time of retirement, pro-rated for part-time Regular appointments.

36.03.4.2 Remuneration for early retirement shall be calculated as follows:

<u>Age (years)</u>	<u>Remuneration (% of total salary)</u>
55 to 60	100%
61	80%
62	60%
63	40%
64	20%

36.03.4.3 Payments for Faculty Members who retire between ages fifty-five and sixty shall be made in five equal payments on successive anniversary dates or on such dates as mutually agreed. Payments for Faculty Members who retire between ages sixty-one and sixty-five shall be divided by the number of years between sixty-five and the age at which the Faculty Member retires and paid in equal payments on successive anniversary dates or on such dates as mutually agreed.

36.03.4.4 Subject to the health and welfare carrier's provisions, basic medical, extended health and dental benefits provided by the University to the retiring Faculty Member shall remain in place until the end of the month following the month in which they retire. The Faculty Member shall be responsible for paying the full cost of benefits provided for the additional month.

36.03.4.5 The University is not required to replace Faculty Members granted early retirement. All decisions to fill tenure track positions shall be made under the provisions of Article 11 – Hiring of Faculty.

ARTICLE 37 – REDUCTIONS IN NUMBERS OF REGULAR AND PROBATIONARY FACULTY

37.01 In the event of decreased enrollment, elimination of programs, changes in course offerings, or a shortage of funds, the University may deem it necessary to reduce the number of Faculty Members. The University recognizes the importance to Faculty Members, their families, and to the community of a stable employment situation and the desirability that it be maintained if possible and therefore, will apply the following procedures in the event it finds it necessary to reduce numbers of Faculty Members.

37.02 Reduction Sequence

37.02.1 If it is probable that a reduction of Regular or Probationary Faculty Members will be necessary, the Faculty Association will be notified immediately of the probability and the areas in which it might occur.

37.02.2 At least thirty days before the University intends to give written notice to the Regular and/or Probationary Faculty Members affected, the University will arrange meetings with the Faculty Association to explore alternatives. Alternatives may include reassignment, subject to the operational requirements of the University. Such reassignment will be made by the relevant Dean, in consultation with the affected Faculty Member. The Faculty Member will have the option to refuse reassignment and accept salary and time reduction of an equivalent percentage time to the class that has inadequate enrollment. Such reassignment or time reduction shall only be for the semester period during which the enrollment deficiency occurs.

37.02.3 If the reductions in the number of Regular and/or Probationary Faculty Members are necessary, the order will be on the basis of reverse seniority within the specific art discipline area. Leave of absence is not an interruption of continuous employment for purposes of applying this provision.

For the purpose stated above, seniority is calculated from date of hire as a Probationary Faculty Member.

37.02.4 Wherever possible, Regular and/or Probationary Faculty Members affected by such reduction will be given preference for movement to another instructional area of the University for purposes of employment, provided no other Regular and/or Probationary Faculty Member will be displaced as a result.

37.02.5 The University recognizes that in some circumstances, Regular and/or Probationary Faculty Members may require time to train for such positions. Therefore, the preference above may be preserved for one year after the Faculty Member ceases to be employed pursuant to the reduction sequence. During that year, the University may employ new instructors only on a sessional basis so that this preference can be exercised at the end of the year.

37.02.6 This Article does not apply to Probationary or Non-Regular Faculty Members or to other Faculty Members whose contracts expire at the end of the University year.

ARTICLE 37 – REDUCTIONS IN NUMBERS OF REGULAR AND PROBATIONARY FACULTY

37.03 Conditions of Termination

37.03.1 Notice of Termination

37.03.1.1 Regular or Probationary Faculty Members with less than six years of continuous employment with the University will be given a minimum of six months advance notice of the date of their termination.

37.03.1.2 Regular Faculty Members with less than eight years of continuous employment with the University and more than six years will be given a minimum of eight months advance notice of the date of their termination.

37.03.1.3 Regular Faculty Members with more than eight years of continuous employment with the University will be given a minimum of nine months advance notice of the date of their termination.

37.03.2 Where the University fails to give the required notice of termination to an eligible Faculty Member under Article **37.03.1** above, it may give the Faculty Member a shorter advance notice of the date of termination provided it continues payment after the date of termination of that Faculty Member's regular base salary on a monthly basis until the applicable notice period is met by any combination of advance notice, if any, and the monthly base salary payments. However, if a Faculty Member is subsequently offered and accepts re-employment with the University under Article **37.04** prior to the expiration of post-termination monthly base salary payments, such monthly payments shall cease forthwith and be replaced by the regular monthly compensation attached to the position of employment.

37.03.3 The records of Regular or Probationary Faculty Members terminated owing to necessary Faculty reduction and all references supplied to others with respect to the Faculty Member involved shall clearly point out the nature of the release and every effort shall be made to avoid any stigma of dismissal being attached thereto.

37.03.4 These provisions do not apply to Non-Regular Faculty Members or to any other Faculty Members whose contracts expire at the end of the University year.

37.04 Reappointment Period

37.04.1 If it is found that Faculty Members can be increased in a specific case, the University shall offer re-appointment to those Regular or Probationary Faculty Members who are qualified for this area and who were terminated according to Article **37.03** above within the previous two years, in the reverse order of termination.

37.04.2 Former Faculty Members may extend the two year re-appointment period for an additional twelve months, provided they apply in writing to the President of the University for the extension, at least one month prior to the expiration of the initial re-appointment period.

ARTICLE 38 – TECHNOLOGICAL CHANGE

38.01 Definition

For purposes of this Agreement the term “technological change” shall be understood to mean University implemented changes in the manner in which teaching operations and services are performed, where such change or changes significantly alter the terms and conditions or security of employment of full-time and/or part-time Regular Faculty Members, or alter significantly the basis on which this Agreement was negotiated. “Technological change” shall not refer to changes in teaching operations and services for reasons enumerated in Article 37 dealing with “reduction” in numbers of Faculty Members.

38.02 Notice

When the University intends to introduce a technological change:

38.02.1 The University agrees to notify the Faculty Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;

38.02.2 The foregoing notwithstanding, the University shall provide the Faculty Association, at least ninety days before the term in which an introduction of a technological change is foreseeable effects and repercussions on Regular Faculty Members.

38.03 Data to be Provided

The notice mentioned in Article 38.02 shall be given in writing and shall contain pertinent data, including:

38.03.1 the nature of the change;

38.03.2 the date on which the University proposes to effect the change;

38.03.3 the approximate number, type and location of Regular Faculty Members likely to be affected by the change;

38.03.4 the effects the change may be expected to have on their working conditions and terms of employment;

38.03.5 all other pertinent data relating to the anticipated effects on Regular Faculty Members.

38.04 The notice mentioned in Article 38.02 and information mentioned in Article 38.03 shall also be given to Regular Faculty Members likely to be affected.

38.05 Consultations

Where the University has notified the Faculty Association of its intention of introducing a technological change, the Parties will undertake to meet within the next thirty calendar days and to hold constructive and meaningful consultations in an effort to reach an agreement on solutions to the problems arising from this intended change and on measures to be taken by the University to protect Regular Faculty Members from any adverse effects. The University and Faculty Association agree to bargain in good faith on all aspects of the intended change.

ARTICLE 38 – TECHNOLOGICAL CHANGE

38.06 Resulting Agreements

Where the Parties agree to appropriate solutions to the problems arising out of intended technological changes, the solution shall be prepared as a Letter of Agreement between the Parties. Such Letter of Agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

38.07 Failure to Agree

Where the Parties do not reach an agreement within sixty calendar days after the date in which the Faculty Association has received notification from the University of its intention of introduction of a technological change, and various matters, including compensation in the event of reduction, remain unresolved, the Parties shall refer such matters to arbitration within twenty-one calendar days of failure to agree.

38.08 Effect of Dispute Resolution on Introduction of Technological Change

Technological change shall not be introduced by the University until the matter is resolved by agreement or arbitration.

38.09 Reduction in Number of Regular Faculty Members as a Result of Technological Change

In the event of a reduction in the number of Regular Faculty Members as a consequence of technological change, such reductions shall be governed by the reduction sequence provisions of this Agreement contained in Article **37.02**.

38.10 Relocation or Reassignment

A Regular Faculty Member cannot be relocated or reassigned within the University as a result of technological change without the written consent of the Faculty Member.

38.11 Notice of Termination

Should a Regular Faculty Member not be relocated, reassigned, or retrained, advance notice of termination shall be given as follows:

38.11.1 Regular Faculty Members with less than six years of continuous employment with the University will be given a minimum of six months advance notice of the date of their termination.

38.11.2 Regular Faculty Members with less than eight years of continuous employment with the University and more than six years will be given a minimum of eight months advance notice of the date of their termination.

38.11.3 Regular Faculty Members with more than eight years of continuous employment with the University will be given a minimum of nine months advance notice of the date of their termination.

38.11.4 Where the University fails to give the required notice of termination to an eligible Faculty Member under Article **38.11.1** it may give the Faculty Member a shorter advance notice of the date of termination, provided it continues payment after the date of termination of that Faculty Member's regular base salary on a monthly

ARTICLE 38 – TECHNOLOGICAL CHANGE

basis until the applicable notice period is met by any combination of advance notice, and the monthly base salary payments.

ARTICLE 39 – INDEMNIFICATION

39.01 Except where there has been gross negligence or malicious or willful misconduct on the part of a Faculty Member, or any criminal acts committed by the Faculty Member, the University will:

39.01.1 indemnify and save harmless the Faculty Member from any action brought against the Faculty Member which arises from the proper performance of approved duties for the University by the Faculty Member, and for any legal fees and disbursements actually and reasonably incurred in such proceedings; and

39.01.2 provide notice to any current or former Faculty Member who is named in a claim or action filed against the University.

39.02 In the event of any claim or action being brought against a current or former Faculty Member in their professional capacity, or the occurrence of any incident or event that could lead to legal proceedings, the Faculty Member will:

39.02.1 notify the University forthwith in writing, and

39.02.2 provide all relevant information to the University.

39.03 The University shall have the discretion to retain counsel of its choice to defend the Faculty Member during any proceeding brought against the Faculty Member and subject to this Article, to direct the defense of the action, and to settle in compromise any claim after consultation with the Faculty Member.

ARTICLE 40 – INTELLECTUAL PROPERTY RIGHTS

40.01 Preamble

The Parties to this Collective Agreement agree to comply with the federal statutes and common law governing intellectual property rights as they apply to copyright, trademarks, patents, industrial designs and trade secrets.

As such, the University recognizes that the delivery of its curriculum benefits from the investment in scholarship, research, professional practice, and course development undertaken by Faculty.

40.02 General

The Faculty recognizes the University's ownership of the curriculum and of the material developed which defines that curriculum, such as course outlines.

A Faculty Member's lecture materials, demonstrations, written or graphic materials, audio visual, digital, or new media materials and any other teaching aids which the Faculty Member creates, develops, acquires or introduces into the University in support of that Faculty Member's teaching or teaching related functions shall be the Faculty Member's sole property and shall not be used by others without the Faculty Member's permission, with the exception of course outlines which are the property of the University.

40.03 Intellectual Property

40.03.1 When one or more Faculty Members have been hired (full or part-time) in an appointment solely to create and produce a specific, tangible product for the University, or

When one or more Faculty Members are given specifically defined release time (full or part-time) from usual duties, including voluntary release from activities which would otherwise be done during a Faculty Member's non-teaching month, solely to create and produce a specific tangible product for the University, or

When one or more Faculty Members are paid in addition to their time (or a flat rate), in an appointment solely to produce a specific tangible product for the University (such payment to be subject to negotiation between the Parties), the product shall be the property of the University. The following provisions shall apply.

40.03.2 If the user of the product produces any income, other than direct University student fees when the product is used by the Faculty Members in offering University courses, then the income shall be shared 63/37 respectively between the University and those Faculty Members significantly involved in the creative aspects of the production after the following costs have been met:

- direct salary costs of the Faculty Members with significant creative roles in the production, excluding clerical, technician and management functions;
- cost of benefits directly related to the salary amounts;
- other direct compensation costs such as overtime;
- pro-rated share of major production costs such as any special equipment leased or purchased, and major materials cost;
- specific marketing costs.

ARTICLE 40 – INTELLECTUAL PROPERTY RIGHTS

- 40.03.3** In the event that more than one person is significantly involved in creating the product, as described in Article **40.03.1** above, then the proportion of the production attributable to each Faculty Member shall be determined by those Faculty Members. If agreement among them is not reached by the time the finished product is created, then the University shall determine the proportionate sharing of authorship and production among Faculty Members. The proportionate sharing of the Faculty Members' share of net proceeds shall be in accordance with Article **40.03.2** above.
- 40.03.4** The income and costs described in Article **40.03.2** above shall be calculated in accordance with accepted accounting principles; and further, those calculations shall, upon request, be available to the Faculty Members concerned. The calculation of income and costs, if unsatisfactory to any Faculty Member involved, is subject to the grievance procedure as to the mathematics and the appropriateness and the amounts of the factors involved.
- 40.03.5** The University shall, upon request, grant license to the producer(s) to market the product, but subject to the University's approval regarding the marketing plan, advertising and promotional materials, price and market.
- 40.03.6** Other than as provided in Article **40.02** above, when a Faculty Member creates and produces manuals, texts, workbooks, films, slides, video tapes, audio visual materials, digital media, courseware or computer programs, etc, with University resources, and does so under an agreed grant, subsidy or compensation from the University, all of which are subject to negotiation between the Parties, ownership of any materials produced shall remain with the Faculty Member. If there is income from the sale, rent or lease of the product, then the proceeds shall be shared equally between the producer and the University until the University's accumulated share of the proceeds equals any originally agreed grant, subsidy, or compensation from the University.
- 40.03.7** Where Faculty Members use production facilities outside the control of the University, non-University supplies, and work outside of their usual duties, the University shall have no right, title, or interest in any product, copyright, patent, trademark or industrial design.

ARTICLE 41 – On-Line Learning Courses Credit Programmes

41.01 The University and the Faculty Association support the application of on-line learning to enhance student access and choice within a framework of pedagogically sound delivery modes.

On-line learning may include, but is not limited to, on-line or web-based instruction, hybrid or mixed-mode programs and courses.

The successful development, delivery and planning of on-line learning programs or courses will be done through a process that includes consultation between the Vice President Academic or designate and the Faculty Members who will plan and deliver the courses.

41.02 Criteria for the determination of appropriate release time for the development and revision of on-line learning programs or courses shall be developed in consultation between the Vice President Academic or designate and the Faculty Members involved.

If it is anticipated that the curriculum development activity will exceed the contracted timeframe, the Faculty Member shall meet with the Vice President Academic and provide rationale for the extension. If the Vice President agrees to extend the curriculum development activity, appropriate remunerations and/or release time shall be provided.

41.03 The University shall provide the necessary technological and human resources support to enable Faculty Members assigned to develop and deliver on-line learning programs and courses to successfully perform the work. **This includes class development time, equipment (where the Dean determines it is necessary, such as: computer hardware; software; and other appropriate elements), and online pedagogy training in accordance with the applicable sections of Article 15.**

41.04 Faculty Members assigned to deliver on-line learning programs and courses shall be provided with appropriate training in the relevant technology, as determined by the University.

41.05 The University shall determine the level of technical expertise and support to be provided for students enrolled in on-line learning courses.

41.06 Faculty Members shall not be required to deliver on-line learning programs/courses from their homes.

ARTICLE 42 – GALLERY SHOW

42.01 The Faculty Association will have a group show for one month **hosted by the Libby Leshgold Gallery every two years (in even numbered years commencing in 2024)**. The University shall contribute fifty percent of the cost of the exhibition to a maximum of **\$2000 per exhibition**.

ARTICLE 43 – GENERAL PROVISIONS

- 43.01** The University shall provide to all Faculty Members bound by this Agreement a copy of any notice affecting their employment.
- 43.02** The University shall provide to the President of the Faculty Association, or designate, copies of the agenda for the University Board meetings, the approved minutes of such meetings, and any other public information requested.
- 43.03** Prior to the beginning of every semester, or whenever changes occur, the University shall provide the Faculty Association with a list of workload allocation per Faculty Member.
- 43.04** The University shall meet with the Faculty Association on a semestral basis, to discuss the range of information required regarding Faculty Member's employment status and related data available through administration records.
- 43.05** Subject to prior use for educational purposes, the Faculty Association shall have the right to use University facilities for meetings.
- 43.06** The University and the Faculty Association agree to share equally the cost of the production and distribution of copies of this Collective Agreement so that up-to-date copies can be provided to all Faculty Members, administration, Board Members and appropriate staff.

ARTICLE 44 – BUDGETS AND FINANCIAL INFORMATION

- 44.01** Program area budgets and capital budgets shall be developed with the aid of proposals and consultation from the Faculty Members in that program area.
- 44.02** The relevant Dean shall be responsible for seeking such input from Faculty Members within their respective program area prior to the program area budgets being submitted to the University Vice President, Finance and Administration Services.
- 44.03** The administrative supervisor shall be responsible for seeking such input from Librarians and Counsellors prior to the budgets being submitted to the Vice President, Finance and Administration Services.
- 44.04** The University agrees that in the interests of open administration it will make available all relevant and non-confidential financial information to representatives of the Faculty Association when requested to do so by a member of the Association's Executive, or in any event prior to such time as budgets are submitted.
- 44.05** Without limiting the generality of the foregoing, the University will provide financial documents of public record and documentation relative to the preparation of budgets and discuss same with the representatives of the Faculty Association, when requested to do so by a member of the Association's Executive.

ARTICLE 45 – STRIKE AT UNIVERSITY PREMISES

- 45.01** An employee's refusal to cross a legal picket line at any University premises shall not be considered a violation of this Agreement nor in itself constitute grounds for suspension, dismissal or warning of unsatisfactory service.
- 45.02** The withholding of pay from Faculty Members for services not performed because of picket lines is understood not to constitute disciplinary action by the University as described in Article **45.01**.
- 45.03** When Faculty Members are on strike or locked out, their health and welfare benefits, other than pension benefits or contributions, normally provided under Article **24** by the University shall continue to be provided by the University for the duration of the strike or lockout.
- 45.03.1** During a strike or lockout the Faculty Association shall reimburse the University, on a monthly basis, 100% of benefits premium costs incurred for Faculty Members during the strike or lockout.
- 45.04** In the event of a strike or lockout at the University premises, the Faculty Association may request access to its office for members of the Faculty Association Executive. Such access shall be used only for the purpose of accessing Faculty Association files, information or computers within the Faculty Association office. Such access shall not be denied unreasonably.

ARTICLE 46 – TERM AND DURATION

46.01 This Agreement shall become effective on 1 April 2022 and shall continue in full force and effect until the 31st day of March 2025, and from year to year thereafter unless on or before the 1st day of January 2025, either Party gives to the other written notice of its desire to alter or amend same. Unless noted otherwise, all changes to the Agreement shall be effective the date of ratification by both Parties.

46.02 During any period when collective bargaining negotiations are being conducted between the Parties to amend this Agreement, the present Agreement shall continue in full force and effect until:

46.02.1 the Faculty Association commences a lawful strike; or

46.02.2 the University commences a lawful lockout; or

46.02.3 the Parties enter into a new or amended Agreement.

46.03 All salary scales in Appendix I of the Collective Agreement shall be increased by the following percentages effective on the dates indicated:

- a. Effective the first day of the first full pay period after April 01, 2022 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all annual salary scales in the collective agreements which were in effective on March 31, 2022 shall have each step increased by four hundred and fifty-five (455) dollars. The resulting rates of pay will then be increased by a further three point two four percent (3.24%). The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.*
- b. Effective the first day of the first full pay period after April 01, 2023, all salary scales in the collective agreements which were in effect on March 31, 2023 shall be increased by six point seven five percent (6.75%). (NOTE: This increase includes the COLA amount of 1.25% in addition to the 5.5% general increase.) The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.*
- c. Effective the first day of the first full pay period after April 01, 2024, all salary scales in the collective agreements which were in effect on March 31, 2024 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d. The above salary increases may be adjusted pursuant to Letter of Understanding #XXI Re: Cost of Living Adjustment.

* These salary increases shall apply retroactively to all faculty members internal to the University on the date of ratification of this MOA and any faculty members who retired on or after April 1, 2022 who apply to the University within 12 weeks of ratification.

Notwithstanding the foregoing, any faculty member who is no longer considered internal to the University, but did work for the University between April 1, 2022 and the date of ratification, will be eligible to apply in order to receive the retroactive pay. Such application must be made within 12 weeks of ratification. The ECUADFA will contact these persons to make them aware of the timing and the process.

IN WITNESS THEREOF the Parties hereto have entered into this Agreement on the 7th day of **November 2023** at the City of Vancouver, in the Province of British Columbia.

Signed on this 30 day of May 2024 on behalf of:

The Emily Carr University of Art and Design

Per:

Don Avison, Chairman, Board of Governors

Per:

Dr. Trish Kelly, Interim President+ Vice-Chancellor

Per:

Viktor Sokha, Vice President, Finance+ Administration

Per:

Adrian Tees, Associate Vice President, Human Resources + Privacy Officer

Post-Secondary Employers' Association

Per:

Doug Campbell, Board Chair

The Emily Carr University of Art and Design Faculty Association

Per:

Cameron Cartiere, President

Per:

Weldon Cowan, FPSE

Per:

Ben Unterman, Co-Vice-President

Per:

Lindsay McIntyre, Co-Vice-President

Per:

Rita Wong, Steward

APPENDIX I

PROVINCIAL SALARY SCALE

STEP	01-Apr-22 to 31-Mar-23	Apr-01-23 to 31-Mar-24*	Apr-01-24 to 31-Mar-25*
1	\$102,655	\$109,584	\$112,872
2	\$96,195	\$102,688	\$105,769
3	\$89,635	\$95,685	\$98,556
4	\$85,990	\$91,794	\$94,548
5	\$82,854	\$88,447	\$91,100
6	\$79,725	\$85,106	\$87,659
7	\$76,590	\$81,760	\$84,213
8	\$73,459	\$78,417	\$80,770
9	\$70,326	\$75,073	\$77,325
10	\$67,192	\$71,727	\$73,879
11	\$64,061	\$68,385	\$70,437

***The wage increases have been adjusted as per the LOU regarding cost of living adjustments.**

APPENDIX II

The provisions set out in Article 11 (Hiring of Faculty) supercede those of this Appendix II. Refer to Article 11.3.1 (Placement Committee) and 11.3.2 (Appeals).

PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE

Preamble

This Appendix will continue to apply until the University and the Faculty Association agree upon new guidelines and methods of calculating placement for new appointments.

Salary placements on the scale will take into account three components: education, teaching and professional practice.

1.1 Guidelines

- A system of points are used for recognizing the various components of a Faculty curriculum vitae or resume.
- No new Faculty will be placed higher than three steps below the top step.
- There can be no more than one point attributed for one year.

1.2 Points for Education

- Diploma zero points
- Bachelor's Degree zero points
- Master's Degree one points
- Doctorate two points

(The points are not cumulative. Points are attributed to the highest educational level attained.)

The Committee at its discretion, may award cumulative points based on additional post-secondary diplomas and credentials.

1.3 Points for Teaching

A maximum of 0.5 points for each year of full-time teaching. (A pro-rated formula of part-time courses is based on a full-time load per year.) Non-credit courses shall not be counted.

1.4 Points for Professional Practice

A maximum of 0.25 points for each year of professional practice or relevant employment as verified through the candidate's professional practice history or in the case of self-employed artists or designers by exhibition record, receipt of grants or commissions, completed projects.

1.5 Calculations

Any combination of teaching experience/professional practice/relevant employment that overlaps within one year will be counted as 12 months maximum per year.

APPENDIX II

PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE

Page 2 of 2

Professional Practice/Relevant Employment _____	x .25 = _____	
Teaching _____	x .50 = _____	
Total Points for Professional Practice and Teaching _____		Line 1
Education _____		Line 2
Total _____		Line 3

Add together Line 1 plus Line 2 to get Line 3. Line 3 is the only figure that will be either rounded up or down.

Line 3 equals the number of steps to count up from the bottom of the scale, with Step 10 being (1).

1.6 Committee for Placement of Newly Appointed Faculty

A Committee will decide on the placement of newly-appointed Faculty. It will comprise the following:

- Vice President Academic or designate
- Vice President Finance and Administration
- Emily Carr Faculty Association President or designate

1.7 Placement of New Regular Faculty on Salary Scale

The University and Faculty Association agree that new placements on the salary scale should reflect a Faculty Member's level of education, teaching experience and professional practice involvement and consequently agree to use this Appendix as a guideline for such placements.

It is further agreed that this process is an administrative guideline only, is neither grievable nor attributable, nor does it supersede any provisions of the Collective Agreement. The University reserves the right to place Faculty positions on the salary scale at its sole discretion, but agrees that alterations to this placement policy will be made in consultation with the Faculty Association.

APPENDIX III

LETTER OF UNDERSTANDING FACULTY MEMBERS AND NON-BARGAINING UNIT POSITIONS

The Faculty Association recognizes the University's right to establish and fill non-bargaining unit positions, subject to the Faculty Association's right under the provisions of the Labour Relations Code to challenge the exclusion of such positions from the bargaining unit.

The Faculty Association also recognizes the University's right to fill such positions with Faculty Members, subject to the provisions of the Collective Agreement between the Emily Carr University of Art and Design and the Emily Carr University of Art and Design Faculty Association.

Notwithstanding its rights, the University recognizes that when a new, non-bargaining unit position is established that will be filled by a member of the bargaining unit, it is in the interests of both Parties to the Collective Agreement to meet to discuss the position.

To this end, the University will meet with representatives of the Faculty Association prior to filling such temporary or permanent positions to discuss any concerns that the Faculty Association may have regarding:

- Faculty Association Members appointed to excluded full or part-time positions.
- The application of the Collective Agreement to movement of Faculty Association Members out of and back into the Faculty Association, and
- Non-Faculty University employees coming into the Faculty Association.

APPENDIX IV

LETTER OF UNDERSTANDING ASSISTANT DEANS

The Faculty Association and the University agree that the position of Assistant Dean shall remain in the bargaining unit during the life of this Collective Agreement.

APPENDIX V

LETTER OF UNDERSTANDING EMPLOYMENT EQUITY

1. The Parties agree that, notwithstanding the following, the University retains its right to hire Faculty Members, subject only to any provisions contained in this Agreement.
2. Neither the University, Faculty Association or Faculty Members, in carrying out their obligations under this Agreement shall discriminate in matters of hiring and employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.
3. The Parties to this Agreement shall **each** jointly appoint at least two members to an Employment Equity Committee whose responsibility shall be to
 - **Identify immediate and systemic barriers that prevent equitable working conditions in the teaching and learning environment;**
 - **Recommend measures to correct conditions or disadvantage in employment**
 - **Promote special measures to accommodate all persons covered by the BC Human Rights Code.**
4. If barriers are identified, an action plan will be developed. **The University will work with the FA to develop and implement this action plan, and this will include grappling with the identified barriers that result from the committee's research.**
5. Policies or measures designed to support the proactive recruitment of members of the **following** groups identified in the **BC Human Rights Code** shall not be considered as discrimination for the purposes of this Letter of Understanding. **As listed in the BC Human Rights Code, this includes: "Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or that group or class of persons."**
6. **The Committee shall meet at least once per semester. Equity survey findings will be distributed to faculty members within 2 months of the survey deadline, so that the findings can inform collegial decision-making and university planning.**
7. Recommendations of the Committee shall be made to the President of the University with a copy to the Faculty Association President. **In the event the action plan includes recommended changes to the collective agreement, such recommendations will be made to the parties and will be subject to ratification by the respective parties.**

Any **approved/ratified** Action Plan shall be implemented in the University by the expiry of this Agreement.

APPENDIX VI

LETTER OF UNDERSTANDING CREATION OF REGULAR POSITIONS

1. The Joint Consultation Committee will review course offerings annually to provide input into the assessment of whether there is the potential to create one or more new Regular Faculty positions.
2. If potential Regular Faculty positions are identified, the Joint Consultation Committee will make its recommendation to the President. The President shall have sole discretion to approve or reject the Joint Consultation Committee's recommendation.
3. If the President approves the creation of a new Regular position, recruitment for the new position will be as outlined in Article 11 – Hiring of Faculty.
4. The review of course offerings by the Joint Consultation Committee in no way limits the rights of the University as described in Article 4.01 – Management Rights.

APPENDIX VII

LETTER OF UNDERSTANDING GRADUATE STUDENTS STUDIO CREDIT COURSE DELIVERY

The Parties agree that, up to five percent (5%) of sections in the Fall, Spring and Summer semesters may be delivered by graduate students as part of a supervised learning component of their graduate program at Emily Carr University.

These students will be members of the ECUAD Faculty Association for the contract period only. However, the Parties recognize the unique pedagogical relationship between the University and its graduate students and, accordingly, agree that the application of the Collective Agreement is limited to the following articles, where relevant:

Articles 1, 2.04, 2.05, 2.06, 3, 4, **17, 23.02, 26, 27, 30, 31, 35, 39, 40, 41, 44, 45**, and **46** of the Collective Agreement shall apply to their terms and conditions of employment. In addition, graduate students would be eligible for up to five calendar days bereavement leave without loss of pay upon a death in the immediate family as defined under Article **22.02.1** and other leaves as provided by the Employment Standards Act. Development of a dispute resolution process as it applies to the identified articles, and in lieu of Articles **33** and **34**, shall be referred to the Joint Consultation Committee.

Graduate students shall receive a stipend **equivalent to 2 credits** per section which includes vacation pay and percentage in lieu of benefits.

Should a graduate student subsequently receive a Non-Regular Faculty contract, any course delivery made as a graduate student would not be credited for the purpose of earning the Right of First Refusal. Course allocation to graduate students will not supercede the exercise of Right of First Refusal.

Graduate students delivering courses shall be supervised by Faculty Members. The process of the hiring and dismissal of students for course delivery, the assignment of Faculty supervisors, and the means of ensuring program area input into the identification of courses to be delivered by graduate students shall be referred to the Joint Consultation Committee for discussion and recommendations.

APPENDIX VIII

LETTER OF UNDERSTANDING WORKLOAD

The Parties agree to open a dialogue on the principles of equitable workload in the context of a University model, the current fiscal framework and enhanced quality of education to students. Discussions will be coordinated through the Joint Consultation Committee and will engage the broader Faculty Association membership and Academic leadership. Proposals or recommendations having collective agreement impacts will be brought back to collective bargaining and any collective agreement changes are subject to ratification by the Faculty Association, the University Board and the Post-Secondary Employers' Association.

APPENDIX IX

LETTER OF UNDERSTANDING ACADEMIC FREEDOM

The parties are committed to the responsibilities and rights established by Senate and as set out in the University's Academic Freedom policy, as amended from time to time by Senate. Any disciplinary action taken with respect to academic freedom is subject to the grievance procedure.

The parties view the principle of academic freedom as significant to all employees and as such needs to be recognized by existing governance processes, structures, and policies. Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- a. Freedom in the conduct of teaching;**
- b. Freedom in undertaking research and making public the results thereof;**
- c. Freedom from institutional censorship.**

Academic freedom carries with it the duty to use that freedom in an ethical and responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to teaching in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

APPENDIX X

LETTER OF UNDERSTANDING NON-REGULAR FACULTY REPRESENTATION

The parties agree to enable the participation of a sessional representative on the Joint Consultation Committee during the 2020/2021 and 2021/2022 academic years. Participation may be extended by mutual agreement of the parties. The JCC shall commit to developing strategies that promote inclusion of sessional faculty in the Emily Carr community.

APPENDIX XI

LETTER OF UNDERSTANDING CHANGE TO AGE LIMIT FOR EXTENDED HEALTH AND DENTAL COVERAGE

The parties agree to increase the age limit from seventy (70) years of age to seventy-five (75) years of age for Extended Health and Dental benefits as outlined in Article 23.

APPENDIX XII

LETTER OF UNDERSTANDING MSP

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 - 2019 collective agreement.

APPENDIX XIII

LETTER OF UNDERSTANDING TRANSITION FROM RIGHT OF FIRST REFUSAL (ROFR) TO RIGHT TO QUALIFIED WORK (RQW)

There will be a transition period for the implementation of RQW at the university. ROFR continues to exist during the implementation of the RQW system. During the transition period, the hiring order will continue as per the existing Priority Basis for Course Allocation, 9.03.6.2 in the 2019-2022 Collective Agreement:

- Courses available for offer for sessional appointments, including those subject to Right of First Refusal, are those remaining after allocation to Regular Faculty and Lecturers for permanent or temporary workload increases, artists/designers/scholars in residence, and lecturers and adjuncts, as determined by the Vice President Academic.

During the transition period, the initial seniority list will be calculated using the previous definitions of studio and academic teaching:

Academic non-regular faculty would earn points at the following rate:

- 3-credit course = 0.25 points
- 6-credit course = 0.5 points
- Co-teaching = points based on credits assigned
- Directed Studies = .05 point
- Parental leave = points based on their previous year's teaching

Studio non-regular faculty would earn points at the following rate:

- 3-credit course = 0.2 points
- 6-credit course = 0.4 points
- Co-teaching = points based on credits assigned
- Directed Studies = .05 point
- Parental leave = points based on their previous year's teaching

Period of previous service from August 1, 2000 to September 1, 2024 will be relied on for calculation.

All faculty members shall have a period of 6 months from the date of ratification of this Collective Agreement to inspect and request a revision to their placement on the list.

APPENDIX XIV

LETTER OF UNDERSTANDING RIGHT OF FIRST REFUSAL (PREVIOUSLY ARTICLE 9.03.6 IN THE 2019- 2022 CA)

A Sessional Faculty shall acquire the Right of First Refusal to specific courses offered during the academic year as follows:

Qualifications

A Sessional Faculty Member who has taught four (4) consecutive (not concurrent) course deliveries of the same or substantially similar course shall have Right of First Refusal, to the identical or substantially similar course, if such course continues as a curriculum offering and is made available for non-regular appointment, to a maximum of three (3) sections of any three (3) credit course workload.

Course catalogue descriptions and not course numbers shall be used to identify those courses which are identical or substantially similar for the purpose of Right of First Refusal. The right of first refusal to online and face to face deliveries will be earned and applied independently as is the right of first refusal on courses delivered through external collaborations outside of the Lower Mainland, for example North Island College.

The Human Resources Department shall maintain a list of Sessional Faculty Members who have Right of First Refusal, the courses to which they have such rights, and, for the purpose only of determining priority rights if two or more sessional applicants have Right of First Refusal to the same course, length of service from first dates of hire. A copy of the list will be available to the Faculty Association upon request.

If a Sessional Faculty Member fails to maintain satisfactory performance reviews their Right of First Refusal shall be revoked.

The University may, by mutual agreement with the Dean and faculty member, replace one or more available sections of a course on which a faculty member has ROFR with the equivalent number of sections of another course for which the faculty member is qualified, for one semester. In this case, the faculty member will not earn ROFR on the replacement course or courses that semester.

Priority Basis for Course Allocation

Courses available for offer for sessional appointments, including those subject to Right of First Refusal, are those remaining after allocation to Regular Faculty for permanent or temporary workload increases, artists/designers/scholars in residence, and lecturers and adjuncts, as determined by the Vice President Academic.

Retention of Right of First Refusal

Sessional Faculty Members with Rights of First Refusal shall retain such rights:

- for up to one (1) academic year if there are no courses available to which they would otherwise have been entitled to exercise their Rights of First Refusal;
or**

APPENDIX XIV

LETTER OF UNDERSTANDING RIGHT OF FIRST REFUSAL (PREVIOUSLY ARTICLE 9.03.6 IN THE 2019-2022 CA)

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- if they have given written notification to the relevant Dean that they will be unavailable to teach for up to one academic year.

For the purpose of attaining or losing Right of First Refusal, only courses offered during the academic year (fall/spring) shall be considered. However, Faculty Members with Right of First Refusal may exercise their rights in any semester.

In the event a contract for a course to which a Non-Regular Faculty has the Right of First Refusal is cancelled, every effort will be made to offer another available section of that course in either the Fall or Spring semester. In the event other sections of the course are being delivered by lower ranked sessionals or sessionals without ROFR on the course, the Faculty shall not lose ROFR that would have been maintained by teaching the course.

APPENDIX XV

LETTER OF UNDERSTANDING INDIGENIZATION AND DECOLONIZATION OF THE COLLECTIVE AGREEMENT

With an understanding that Indigenization and Decolonization are mutually beneficial processes across the University and in parallel with other broad-reaching efforts to Indigenize the University as a whole, both parties agree on the need to explore the decolonization and Indigenization of the collective agreement.

Therefore:

1. The parties agree to establish a Joint Committee to carry out a colonial audit of the Collective Agreement and University policies that are relevant to the Collective Agreement.
2. The committee shall be equally represented and shall consist of:
 - Three (3) Employer Representatives;
 - Three (3) Union Faculty Association Representatives;

Quorum shall consist of four total members: two from the Faculty Association, and two from the University. Each party shall appoint a co-chair.

Either party may bring experts with agreement of the other party. The parties share an intention to create a committee that is open, inclusive, and transparent. It will welcome participation from Elders, Knowledge Keepers, employees, faculty, students, board members, and other members of the broader Emily Carr Community. Parties shall each bear their own costs of participation. The university shall bear the cost of contracting any individuals or organizations to undertake this work on behalf of the committee.

3. The Committee shall meet no less than twice per semester.
4. Tasks of the committee will include the following:
 - Identify recognized appropriate Indigenous organizations to assist the parties in their review of the collective agreement through the lens of Indigenization;
 - Review and understand the efforts undertaken at the University with its Indigenous communities to address recommendations by the Truth and Reconciliation Commission of Canada in their Calls to Action in regard to employment within the bargaining unit;
 - Develop recommendations to decolonize and support Indigenization of this Collective Agreement and related policies within the university;
 - Provide recommendations to the University on appropriate actions to address the unique needs of Indigenous employees within the bargaining unit.
5. The Committee may make recommendations to the University and the Faculty Association regarding collective agreement amendments for the next round of negotiations. The recommendations of the committee will be submitted to the parties' respective principals for review prior to negotiating the renewal of the 2022-

APPENDIX XV

LETTER OF UNDERSTANDING INDIGENIZATION AND DECOLONIZATION OF THE COLLECTIVE AGREEMENT

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2025 Collective Agreement and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors. The committee does not have the authority to bind the University or Faculty Association to any recommendations.

- 6. The parties agree that to the extent possible, an Indigenization lens will be applied to their interactions, and will be guided by the protocols and traditions of host nations.**
- 7. This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2025.**

APPENDIX XVI

LETTER OF UNDERSTANDING TRANSITION TO 4/4 WORKLOAD MODEL FOR STUDIO COURSES

Emily Carr University wishes to change its workload model from its current 5/3 workload model to the other sectoral standard workload model of 4/4. [For clarity, 4/4 means 4 courses of 4 student contact hours per term, and 5/3 means 5 courses of 3 student contact hours each per term.]

ECUAD will schedule classes in a manner that will ensure excellence in teaching and learning. The actual number of class hours may vary, but student contact hours will remain as described above.

The Parties agree to develop a transition plan for studio courses toward a 4/4 workload model from the current 5/3 model used for studio courses.

The 4/4 standard workload model involves full time faculty working 16 contact hours per week directly and continuously as instructor or facilitator, with groups of students. Faculty work beyond the contact hours includes course, class and assignment preparation, marking and other assessment of student work, and scheduled office hours. Service and scholarly activity also occur outside of the 16 contact hours per week.

The parties recognize this is a norm and that actual class hours may vary within this model, with the sectoral norm maintained.

The transition to the new workload model shall take effect September 2024.

APPENDIX XVII

LETTER OF UNDERSTANDING ACADEMIC FACULTY WORKING CONDITIONS

The parties will create a joint union-management committee to review and discuss approaches to supporting faculty with workload demands with the aim to solidify recognized practices in place to support equitable working conditions for these faculty.

The joint committee shall be comprised of not more than four representatives appointed by management and not more than four representatives appointed by ECUADFA. The joint committee will meet twice a semester from September 2023 to June 2024. These timelines may be extended by mutual agreement.

The discussion will be limited to the following:

1. Examining current methods used to support academic faculty with respect to workload; and
2. Examining possible improved supports and new initiatives.

To facilitate discussions, the Committee will share readily available information and data regarding academic faculty assignments, class sizes, workloads, and supports provided to academic faculty with respect to workload, course modes, classes sizes, and other aspects of workload for academic faculty.

The joint committee will not have the power to bind their principals. The Committee may make recommendations on initiatives. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

This letter of understanding will expire on March 31, 2025.

APPENDIX XVIII

LETTER OF UNDERSTANDING LECTURERS

The parties agree that existing lecturers (faculty who have achieved lecturer status before the ratification of this collective agreement), who have worked consistently for the past three (3) years, and have completed their evaluation period will be grandparented in as regular lecturers.

This applies to the faculty members who have achieved lecturer status at the date of ratification of this agreement (list of names to be included and agreed upon by the parties).

APPENDIX XIX

LETTER OF UNDERSTANDING KNOWLEDGE KEEPERS IN RESIDENCE

The University and the Faculty Association recognize that Indigenous Knowledge Keepers offer highly regarded knowledge sharing with the ECUAD community. As such, we agree that the University will establish a committee to explore the development of a Knowledge Keeper in Residence position in a manner that is open, inclusive, and transparent. It will welcome participation from Elders, Knowledge Keepers, employees, faculty, students, board members, and other members of the broader Emily Carr Community.

Therefore:

1. The parties agree to establish a Joint Committee to recommend the creation of a Knowledge Keeper in Residence position.
2. The committee shall be equally represented and shall consist of:
 - Three (3) Employer Representatives;
 - Three (3) Union Faculty Association Representatives;
 - Three (3) University community members at large, who may be support staff, administrators, or students; and
 - One (1) Aboriginal Gathering Place Representative.

Quorum shall consist of six (6) total members: two (2) from the Faculty Association, two (2) from the University, and two (2) members at large. The parties shall appoint a co-chair.

Either party may bring experts with agreement of the other parties. Parties shall each bear their own costs of participation. The Committee shall meet no less than twice per semester.

3. Tasks of the committee will include the following:
 - Identify the ways a knowledge keeper can contribute to the university;
 - Identify any relevant internal university affiliation and areas of practice;
 - Identify the skills, qualities and gifts needed for the role;
 - Identify a process for the recruitment and retention of the knowledge keeper, including any relevant terms and conditions of employment;
 - Identify the appropriate length of appointment and recommend appropriate succession planning measures.
4. The Committee may make recommendations to the Vice-President Academic + Provost, the President + Vice-Chancellor and the Associate Vice-President, Human Resources. The committee does not have the authority to bind the University to any recommendations.
5. The joint committee will not have the power to bind their principals. The Committee may make recommendations on initiatives. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

APPENDIX XIX

LETTER OF UNDERSTANDING KNOWLEDGE KEEPERS IN RESIDENCE Page 2 of 2

6. The parties agree that to the extent possible, an Indigenization lens will be applied to their interactions, and will be guided by the protocols and traditions of host nations.
7. It is understood that no labour group or administrative group may claim indigenous knowledge under the *Labour Relations Code of British Columbia*.
8. This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2025.

APPENDIX XX

LETTER OF UNDERSTANDING ARTICLE 11.06.4

The following list of specialized courses shall be exempt from the RQW system as per Article 11.6.4.

These courses are:

- **Topics, Thematic, and Dialogic Courses;**
- **Senior Studio Courses;**
- **Core and Production Studio Courses;**
 - **Limited to 300 and 400 level;**
- **Community-Based Projects.**

APPENDIX XXI

LETTER OF UNDERSTANDING COST OF LIVING ADJUSTMENT

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

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