

MEMORANDUM OF AGREEMENT

between the

UNIVERSITY OF THE FRASER VALLEY  
(hereinafter called "the Employer")

and the

UNIVERSITY OF THE FRASER VALLEY FACULTY AND STAFF ASSOCIATION  
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNIVERSITY OF THE FRASER VALLEY, ACTING ON BEHALF OF THE UNIVERSITY OF THE FRASER VALLEY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE UNIVERSITY OF THE FRASER VALLEY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNIVERSITY OF THE FRASER VALLEY FACULTY AND STAFF ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 AND EXPIRING MARCH 31 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for twenty four (24) months from April 01, 2010 to March 31, 2012 both dates inclusive.

3. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

4. **Appendix "A"**

The Employer and the Association agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

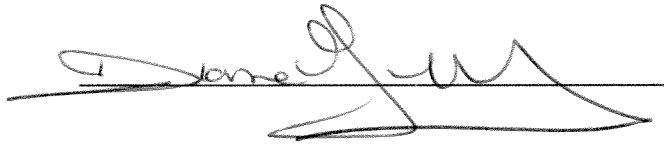
5. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.


This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 24<sup>th</sup> day of May, 2011.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

  
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BARGAINING REPRESENTATIVES FOR  
THE ASSOCIATION:

  
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APPENDIX "A"

*<Attach all signed off tentative agreements>*

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Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

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BARGAINING REPRESENTATIVES FOR  
THE ASSOCIATION:

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## **ARTICLE 1: THE AGREEMENT**

1.1 (b) [The parties] recognize that the essential functions of UFV are to provide a wide range of educational programs to extend the opportunity for post secondary education, and to provide a program of continuing education for the use of the community, and that the performance of these functions is enhanced by regular, harmonious relations, and by the mutually respectful and peaceful settlement of disputes and misunderstandings.

### 1.2 Definitions

**Academic Year:** A period of one (1) year beginning September 1 annually.

**Employer:** The Board of Governors of the University of the Fraser Valley.

## **ARTICLE 11: VACANCIES WITHIN THE BARGAINING UNIT**

### **Article 11.1      Vacancies**

- (c) Posting of vacancies shall appear for at least ten (10) UFV working days before the competition is closed for Type A, Type B, Type C and Type D positions, and five (5) UFV working days for all other posted positions, before the competition is closed. All vacancy postings shall include summary of the position description, required qualifications, commencement date, and for staff positions information on work location, hours of work and salary range.

## **Article 11.2 - Temporary Vacancies and Staff Secondments**

- (a) A temporary vacancy in a regular position for a period of less than six (6) months may be filled by the Employer in consultation with the employees of the area. The Employer must notify the applicable Association Contract Administrator of the appointment and post the position after six months of the appointment, unless otherwise agreed to by the Employer and Association.
- (b) If not filled through 11.2(a) above, all departments will fill their auxiliary staffing requirements by application to Employee Services for an Auxiliary Employee from the Auxiliary Employee List. Employee Services will maintain an up-to-date list of qualified auxiliary employees (Auxiliary Employee List).
- (c) A temporary vacancy for a period of six (6) months or more will be filled as in Article 11.6 (Selection Advisory Committee) or as in Article 19.2 (Acting in a Higher Capacity) or Article 20.2 (Acting in a Higher Capacity or as a Substitute). If filled by 19.2 (Acting in a Higher Capacity) or 20.2 (Acting in a Higher Capacity or as a Substitute), ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT) will apply only within the responsible administrator's area.
- (d) Non-probationary type A employees may apply for a temporary staff vacancy that has a minimum contract period of six (6) months.



## **Article 11.5 Unsuccessful Employee Applicants**

- (a) When employee applicants have not been recommended by an SAC for a position, the following process will be undertaken in the order shown below:
  - (i) The Chair of the SAC shall obtain approval of the SAC's recommendation from the relevant administrator.
  - (ii) If the SAC has recommended an external candidate for the position, the relevant UFV Administrator shall meet with Employee Services to review the SAC process.
  - (iii) If the decision is made to proceed with the offer, the UFV Administrator shall notify the external candidate that he or she has been recommended and that the Association and UFV are reviewing to determine if the correct process has been followed.
  - (iv) The UFV Administrator will notify the relevant FSA Contract Administrator in writing of the decision of the SAC, with a copy to Employee Services.
  - (v) If the SAC has recommended an (other) internal candidate for the position, the UFV Administrator (or designate) shall notify the candidate that they have been recommended and that the Contract Administrator and UFV are reviewing to determine if the correct process has been followed.
  - (vi) The UFV Administrator (or designate) will notify in writing the relevant FSA Contract Administrator of the decision of the SAC, with a copy to Employee Services.
  - (vii) Unsuccessful employee applicants will be notified that they have not been recommended for the position. This notification will be made by the relevant UFV administrator unless he or she designates the SAC Chair to do so.
  - (viii) Employee Services and the relevant Contract Administrator will be informed in writing of all notifications and of the date on which they were delivered.
  - (ix) The five (5) day notice period shall commence upon completion of notification of the unsuccessful internal candidates.
  
- (b) Unsuccessful employee applicants for vacant positions will be notified of the decision of the SAC. An unsuccessful employee applicant may request that the Association grieve on his or her behalf, providing the grievance is brought within five (5) UFV working days of notice that the employee was unsuccessful in his or her application.

## **Article 11.7 Selection of Heads of Instructional Areas**

(a) Members of an instructional area

All members of an instructional area on Type A or Type B contracts, or on their second or later part-time contract of 50% or greater are eligible to vote in the following procedures.

(b) Eligibility to serve as Head of an instructional area

The Head of an instructional area shall be selected from among the Faculty employed on Type B contracts in the area.

(c) Term of the Head's appointment

The Head shall be appointed for a term of three years, commencing between June and August at the area's discretion.

The Head shall receive a formative evaluation during the first year and a summative evaluation in the fall of the last year of the appointment.

At the end of the first year of the first appointment, both the Dean of the area and the department shall confirm whether the Head shall continue for the remaining years of the appointment.

The expectation is that the position of Head is intended to rotate among eligible members of the department or program wherever feasible. Eligible members include those members who are judged to be qualified by an SAC. A current Head may apply to continue following the process below for selecting a Head. After a Head's second term, the headship shall be considered vacant, and cannot automatically be filled by the previous incumbent. The onus will be on the department or program to demonstrate to the Dean and the Association that all other eligible members have been offered the opportunity to serve as Head before the current Head's application for an additional term is accepted. Consecutive reappointments shall be for a minimum term of two or a maximum term of three years for Heads, at the area's discretion.

(d) Procedure for Selecting the Head

- i. In the last year of a Head's term, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:
  1. At least fifty percent of the committee selected by the members of the area in an election conducted by the Dean's office.
  2. Up to fifty percent of the committee selected by the Dean.
  3. When selecting members for the committee, the Dean and the area shall consider the importance of including representatives from various groups in the area including staff, other interested areas, and various campuses.
- ii. The committee shall:
  1. review the requirements of the position including the needs of the area;
  2. call for applications for the position of Head by notifying each member of the area;
  3. review candidates for the position;

4. recommend a candidate to the appropriate Dean and area for appointment as Head. When arriving at its recommendation, the committee shall consider the importance of drawing Heads from various campuses and groups within the area.
- iii. The appropriate Dean and area shall each decide whether to accept the recommendation of the committee.

If the recommendation is accepted by the Dean and by a majority vote of the members of the area, the recommended candidate shall become the next Head.

If the recommendation of the committee is not accepted by the appropriate Dean or by a majority vote of members of the area, the committee shall continue meeting in order to recommend another candidate.

The selection process shall be completed by March 1 of the last year of the current Head's appointment to allow for a period of transition.

## **11.8 Selection of President and Administrators**

The selection of the President and the Administrators, except those listed in Article 11.7 (Selection of Heads of Instructional Areas) and Article 11.9 (Selection of Academic (Instructional) Administrators), will be determined by the Employer after seeking the advice of employees with respect to the criteria of and candidates for the position.

## **Article 11.9 Selection of Academic (Instructional) Administrators**

The selection of Academic (Instructional) Administrators, including Instructional Deans, Associate Deans, Academic Associate Vice Presidents, Excluded Academic (Instructional) Directors, and the Vice President Academic & Provost, will be determined by the Employer after consultation with employees in the appropriate area with respect to the criteria of and candidates for the position.

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from members in the appropriate area. In addition, the Employer may appoint up to two Ex Officio, non-voting members.
- (b) Excluded Instructional Administrators are normally appointed for a period of five years after which they will return to a faculty position as per Article 12.11 (a) and (b) (Excluded Administrative Position Appointments). Reappointment to one subsequent term of five years may be granted by the President. Prior to reappointment, the President (or Vice President Academic & Provost in the case of decanal direct reports) will carry out consultation with the applicable faculty area through an evaluation process consistent with the provisions of the Agreement on Senior Administrator Evaluations (Article 12.12 Evaluation of Senior Administrators). This clause is applicable to excluded instructional administrators hired after January 1, 1999. Excluded instructional administrators hired prior to January 1, 1999 currently employed at UFV are not bound by this clause.
- (c) An Excluded Academic (Instructional) Administrator who has not been hired from within the membership of the Faculty & Staff Association must become attached to a faculty as a non-probationary appointment prior to being hired by UFV. The process to become attached to a faculty is that the standing SAC for that faculty will interview the applicant and decide if he/she meets the qualifications to teach.

## **12.10 Faculty Ratio Target Levels**

### **(a) Target Levels**

#### **(i) Institutional Faculty Target Levels**

The employer agrees that no more than 25% of all sections taught at UFV will be taught by sessionals. Should this number be exceeded, Management agrees to create enough regular B positions so the number of sections taught by sessionals drops to, or below, 25%.

As of May 1, 2011 the calculation of the total number of sessional sections taught will exclude those sections taught as replacement sections for Type B Teaching Faculty/Lab Instructors on sabbatical leave, on leave for purposes of research or scholarly activity in accordance with Article 18.3(c) Assignment of Teaching Faculty Workload, on service leave to the Faculty and Staff Association, and on leave for the purposes of university service when the leave is for greater than four (4) months in any one academic year.

#### **(ii) Target Level Review Process**

In March of each year, the Labour and Management Committee (LAM) will meet to determine if the percentage in Article 12.10 (a)(i) (Target Levels) above is correct and realistic. They will determine if the percentage should decrease or increase with consideration for the need to meet FTE targets and balance UFV's budget. This meeting will also review the percentage of sections taught by sessionals in each department to see if clustering of sections should be recommended.

## **Article 12.11 Transfers, Promotions or Bumping to a Different Position**

- (a) The Employer encourages the concept of a career ladder. An employee who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who is equally or less able to meet the criteria of the position.
- (b) If a staff employee on a continuing appointment is transferred, promoted, or bumps into a position which is different from the position he or she previously occupied, he or she will serve a non-initial probationary period of six (6) months.
- (c) If a Type B permanent contract faculty employee on a continuing appointment is transferred, promoted, or bumps into a different Type B permanent faculty position, she or he will serve a non-initial probationary period of one (1) year.
- (d) Notwithstanding 12.11 (c) above, a Type B permanent contract employee who is transferred, promoted, or bumps into a Type B permanent Instructional Faculty position will serve an initial probationary period of two years if he or she does not hold a continuing Type B permanent Instructional Faculty appointment.
- (e) An employee will not be required to accept a promotion.
- (f) If, during or upon completion of the probationary period, the employee finds the job unsatisfactory, or the Employer has just and reasonable cause to rate his or her job performance unsatisfactory, he or she shall return to the former position if the position is still vacant or to another vacant position of equal salary range for which he or she meets the criteria. If such return is not possible, every attempt shall be made to place the employee in another vacant position for which he or she meets the criteria. Except where the employee has already exercised their rights under Article 16.7, the employee shall have the rights of seniority under Article 16.7 (Bumping (Displacing) Less Senior Employees) in order to return to a vacant position of equal salary range, or be re-hired in some other vacant position for which he or she meets the criteria.

## 12.2 Type C Staff Appointments

### (a) Appointments

- i. Type C appointments will only be made where it can be determined in advance that the assigned duty load will be fifty percent (50%) or more of a full-time annual duty load for a fixed term not exceeding one (1) appointment year.
- ii. Persons who are employed by UFV in more than one (1) D contract concurrently or sequentially cannot accumulate or add up periods of temporary employment in order to claim a Type C contract. However, wherever possible, the Employer shall combine part-time positions to create Type C contract positions.
- iii. In exceptional circumstances, and with the agreement of the Association, the Employer may make a Type C contract appointment without resorting to the posting and selection procedures applicable to Type A and B appointments.
- iv. In making Type C contract appointments, the Employer will comply with Article 16.9(d) and (e)(Recall Rights and Obligations) with regard to the rights of any employees on the recall list.

### (b) Probationary Period

- i. Type C employees must work a minimum of (a) two years plus (b) 912 hours during each of the two years to conclude their probationary period. A Type C staff member is subject to Selection Advisory Committee procedures prior to the conclusion of this two-year, probationary period. The S.A.C. procedure is part of the probationary and re-appointment process. In the event he or she is the unsuccessful candidate, one month notice shall be given.



## **Article 12.5 - Regularization of Staff Employees**

### Qualifying For Regularization

A staff employee who is hired on a Type C contract shall be given a regularized Type A contract after two years of subsequent services provided the following criteria have been met:

- i. The employee has successfully competed for a posted vacancy through the SAC process.
- ii. The employee has received satisfactory evaluations prior to regularization – (an employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer).
- iii. The employee has worked at least two consecutive appointment years at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years
- iv. There is a reasonable expectation of ongoing employment for which the employee is qualified at a rate of fifty (50%) percent or greater.

## Type B Appointments

### 12.6 Type B (Permanent) Contract Appointments

#### A. Appointments

Employees who are appointed to positions which are intended from the outset as permanent contract positions will be identified as Type B contract status employees at the time of their initial hiring.

The Employer maintains the right to post a Type B position within one (1) years time of the original temporary posting if it becomes known that the position will be permanent.

#### B. Probationary Period

Appointees to Type B contract positions will serve a two (2) year probationary period in one position in one department.

- i. During the initial probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.
- ii. An employee who is not reappointed in accordance with 12.6(a) (Appointments) and 12.6(c) (Reappointments), will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.6(b)(i) above.

#### C. Reappointments

At least three (3) months prior to the completion of an employee's initial probationary appointment to a Type B contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.

A reappointment to a Type B contract position subsequent to the initial probationary period may be made for:

- i. A continuing appointment without term; or
- ii. A further one (1) year probationary period, during which period the employee has complete access to the grievance procedure.
  1. At the time of notification of appointment to a second probationary period the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.
  2. In the case of a final probationary period, the employee shall be advised at least two (2) months' prior to the end of the period of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued.
  3. There shall be no more than two (2) probationary periods.

D. Trial Period

Reappointment to a Type B contract position subsequent to a continuing appointment may be made for:

1. A one (1) year trial period with complete access to grievance procedure.
2. At the time of notification of appointment to a trial period, the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.
3. In the case of reappointment to a trial period, the employee shall be advised at least two (2) months' prior to the end of the period of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued.
4. There shall be no more than one (1) trial period in succession.

## Article 12.8 Sessional Faculty Appointments

(a) Appointments

Sessional Faculty Contract appointments are temporary instructional faculty appointments made for one or more course offerings on a term by term contract basis.

(b) Probationary Period

- i. Probationary Sessional Faculty who are not rehired to their original contract do not have access to Article 16.
- ii. Sessional Faculty must instruct a minimum of four courses over a minimum of four semesters to conclude their probationary period.
- iii. A Sessional Faculty member is subject to Selection Advisory Committee procedures prior to the conclusion of the probationary period. The SAC procedure is part of the probationary and re-appointment process. In the event a sessional faculty member is the unsuccessful candidate, one month notice shall be given.
- iv. During the probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.
- v. Sessional Faculty employees who have completed the probationary period will be considered internal candidates (Article 11.4), and will be entitled to exercise departmental seniority rights on contracts for which they are qualified, subject to the terms and limitations of Article 18.14 (Assignment of Courses for Faculty).
- vi. An employee who is not reappointed in accordance with 12.6(a) (Appointments) and 12.8(c) (Reappointments), will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.8(b)(iv) above.

(c) Reappointment

For details on Sessional Faculty workload allocation see Article 18.14 (Assignment of Courses for Faculty).

- i. Subject to the provisions of Article 18.14 (Assignment of Courses for Faculty) the Employer shall offer reappointment to a subsequent sessional faculty contract for which a probationary employee is qualified and has the most seniority unless evaluation results are unsatisfactory.
- ii. Failure to reappoint to a subsequent Sessional Faculty contract for which the employee is qualified and has the most seniority is grievable.

## **Article 12.9 Procedures for Sabbatical/Service Leave Replacement Contracts (new)**

In February of each year, the deans of each faculty will review the approved sabbatical leaves in their areas and determine the equivalent number of 8/7 sessional contracts required, based on the number of sabbatical leaves scheduled for the next academic year. For the purposes of this article, an 8/7<sup>th</sup> contract is understood consist of an assigned 7 section teaching workload over two semesters, with one additional sessional section provided for the purposes of student consultation and advice, and participation on departmental and university committees.

In June of each year, following notification from the FSA of releases for service required for teaching faculty elected to an executive position with the FSA, the appropriate dean or deans will assign the required number of 8/7 replacement contracts within their area.

Concurrent with seconding a faculty member to a university service leave of greater than four (4) months in any one academic year, the appropriate dean will assign an 8/7 contract within the area. Such assignment will occur in the same academic year as the leave wherever reasonably possible, but no later than the next academic year if not possible.

By the end of March of each year, deans will notify Employee Services and the Association in writing of the number of 8/7 sessional contracts required in their areas due to sabbatical leaves. Notification in writing of 8/7 contracts related to service leaves will be provided to ES and the Association as these leaves arise.

## **Article 13: EVALUATION**

### **13.1 Purposes of Evaluation**

The purposes of evaluation are:

- a) To provide employees with information that will enable them to monitor and improve job skills and effectiveness, and to identify opportunities for growth.
- b) To confirm an employee's suitability for reappointment or continuing appointment.

### **13.2 Evaluation Criteria and Procedures**

- a) UFV encourages a work environment in which employees and supervisors communicate regularly about job performance. Performance feedback should include the employee's progress toward achieving goals and objectives, recognition of individual accomplishments, and opportunities for growth. Ongoing communication helps ensure that there is a mutual understanding of job performance requirements and of the employee's success in meeting them.
- b) All employees will be provided with a copy of the criteria and procedures to be used in evaluating them.
- c) The appropriate exempt supervisor will present the completed evaluation in the form of a written report which will be discussed with the employee. The employee will sign the report to acknowledge that it has been received. The employee may, within five (5) work days, enter a Memorandum into the evaluation file. The evaluation report shall not be changed after the employee has signed it.
- d) If re-evaluation is requested by the employee within ten (10) work days of signing the evaluation report, the re-evaluation will be prepared by a person other than the person responsible for the immediately preceding report, and that person will be chosen by the President after consultation with the Joint Professional Development Committee.
- e) In the absence of a regularly scheduled evaluation report, the performance of the employee shall be deemed to be satisfactory for that period.

### **13.3 Staff Evaluations**

For staff employees, evaluation criteria and procedures will be established by the Employer in consultation with employees in the appropriate area and the Joint Professional Development Committee. Evaluation procedures and criteria will

- a) Be based on current duties and responsibilities as described in the employee's job description;
- b) Solicit objective and concrete information concerning the employee's performance based on functional behaviours required to perform successfully in a position or group of staff positions
- c) Inform participants that their identity will remain confidential to Employee Services;
- d) Include provision for an employee's self-appraisal and a formal response to the completed evaluation.

### **13.4 Faculty Evaluations**

For faculty employees, evaluation criteria and procedures will be established by the Employer in consultation with the employees in the appropriate area and the Standing Committee on Faculty Evaluations.

### **13.5 Times for Evaluation**

- a) Type B Teaching Faculty employees will be evaluated every three (3) years after completion of their probationary period. Type B Non-Teaching Faculty and Type A Staff employees will be evaluated every two years after completion of their probationary period. When two consecutive evaluations (including the final probationary evaluation) have been satisfactorily completed, the employee may request to waive the next regularly scheduled evaluation; such a request will not be unreasonably denied. When warranted by circumstances and with notification to the FSA, the Employer may evaluate on an annual basis. An employee can request an evaluation sooner than the next regularly scheduled evaluation. It is the Employer's responsibility to ensure that evaluations are carried out.
- b) All new appointees to Type A Staff positions will be evaluated twice during their probationary period. The first of such evaluations will occur no later than six (6) months after the initial appointment.
- c) All Type A and Type C Staff Employee will be evaluated at least one (1) month prior to the date on which any notice is due under the reappointment provisions of Articles 12.1 (Type A Staff Appointments), 12.2 (Type C Staff Appointments) , and 12.11 (Transfers, Promotion, or Bumping to a Different Position).
- d) All Type B Faculty will be evaluated prior to the date on which any notice is due under the reappointment provisions of Article 12.6.
- e) Sessional Instructors shall be evaluated in each semester during the probationary period. Non-probationary Sessional Instructors shall be evaluated every three years for courses for which there is a successful evaluation on file and will be evaluated in each new course to which they have been appointed.
- f) Type C and Type D Staff employees shall be evaluated in all positions in each of the two probationary years. Non-probationary Type C and Type D employees will be evaluated every two years in positions for which there is a successful evaluation on file; and will be evaluated in each new position to which they have been appointed. The evaluation as a whole will be handled by the appropriate exempt supervisor.

### **13.6 Grieving Evaluation Reports**

The violation of the established criteria and procedures for evaluation may be granted.

## **ARTICLE 15: SENIORITY**

### **15.1 Calculation of Seniority**

An employee's UFV seniority shall be calculated on the basis of the number of hours worked. No employee may accrue more than one year of seniority within any given year.

### **15.3 Employee Appointments: Limitations on Seniority**

- (a) In exercising seniority rights on contracts for which they are qualified, Type C, Type D employees and Sessionals can exercise only departmental seniority; (i.e.) can exercise only the seniority accrued in that department.
- (b) Employees who subsequently receive a Type A or Type B appointment will carry 80% of their accrued seniority. The accumulated seniority of such employees shall not, however, be allowed to exceed the seniority of an existing Type B faculty member of the department, or an existing Type A staff member currently working in his or her department who holds a position at an equivalent or lower pay group. This change will be implemented on the later of the date of ratification of the collective agreement or April 1, 2011.





## **ARTICLE 17: WORKING CONDITIONS FOR STAFF EMPLOYEES**

### **17.1 Work Week**

Except where a modified work week has been implemented, the work week for full-time employees designated as "staff" shall be five (5) seven-hour (7-hr.) days, thirty-five (35) hours per work week, with no less than two (2) consecutive days off between work weeks.

- (a) Where an employee's regular work week includes assignment of one or more shifts outside the hours of 08:00 – 17:00, the employee will not be required to return to work fewer than twelve hours after the end of a previous shift.

***NOTE: Article 2.14 will now disappear and its contents are now encompassed within this article.***

Article 17.11 – Review of Job Descriptions and Duties

- a) The Employer shall provide each staff member with a copy of his or her current job description. In the event a job description is not provided, the posting will be considered to be the job description.
- b) When new staff positions are created or existing vacant positions have had substantive changes to duties, education or experience, the following will take place:
  - i. The Associate Director of Employee Services and an FSA member of the JCAC will meet to review the position description prior to circulation to determine in which pay group the position should be placed.
  - ii. Once the position has been filled, Employee Services will forward the job description to the JCAC. The JCAC will conduct an interim audit based on the written job description and supplementary material such as the posting, the rating for the position which was revised, etc. No interview will be conducted until the probationary period for the incumbent is concluded.
  - iii. Within six (6) months of the conclusion of the probationary period of the incumbent, JCAC will schedule a regular audit of the position, and which may be based on authorized revisions to the position.
- c) An employee may at any time formally request that his or her supervisor review the employee's job description to determine its adequacy. The request will be made in writing to the supervisor, will be accompanied by a copy of the employee's current job description and should include information concerning the reasons for the request.
- d) The employee and their supervisor will meet within a reasonable and mutually agreed to timeframe to review the job duties.
- e) Within ten (10) work days of meeting with the employee, the supervisor will consult with the appropriate senior administrator. The supervisor will provide the administrator with a copy of the current job description, and a summary of changes discussed with the employee.
- f) The senior administrator shall give a written response to the employee within ten (10) work days from the date of the consultation with the supervisor. If the Senior Administrator approves changes in the job description, he or she will notify the employee that Employee Services has been advised to prepare a revised job description.
- g) Employee Services shall, within ten (10) work days of receiving notice from the Senior Administrator, prepare a revised job description and forward it to the Senior Administrator for review.
- h) If the Senior Administrator approves the revised job description, he or she shall forward the appropriate documentation to the JCAC within five (5) work days and will provide a copy to the employee. The documentation will include a copy of the current audited job description which notes all duties changed; and a copy of the revised approved job description prepared by Employee Services.

- i) JCAC may from time to time, but not less than five (5) years after a classification review, provide written notification to a Senior Administrator that a routine review of a job description or descriptions in his or her area of responsibility is due. The purpose of such reviews is to ensure the currency of audited job descriptions. On receiving such notice, the Senior Administrator will request the relevant supervisor to meet with the employee to review the currency of the job description.
- j) An employee may grieve his or her job description.

#### **17.4 Meal Periods**

An employee is entitled to an unpaid meal period of thirty (30) to sixty (60) minutes, to be scheduled as close to the middle of the work day as possible. The meal break for an employee working a full time daily shift is sixty (60) minutes. If, as the result of an emergency, the employee is required to stay at his or her work station for the meal period, then the employee's work day shall be inclusive of that meal period.

## **17.5 Rest Periods**

Full-time employees will be allowed two (2) fifteen (15) minute rest periods each work day - one (1) in each half of the shift, i.e., one before and one after the meal period. These rest periods may not be combined and no untaken rest period will be paid in lieu.

Article 17.7(c) On-Call with Cell phone / Pager

- (c) On notification from the appropriate area administrator, Employee Services will process a \$200 per week stipend to employees the administrator has designated as “on-call.” All assignments will be made on a minimum weekly basis, and all assignments are expected to conform to one of the following categories:
  - (i) The weekly rate assumes between 3 and 4 call responses per week for on-call employees whose responses are anticipated to require substantive communication to resolve the reported issue or problem.
  - (ii) The weekly rate assumes a reasonable but not limited number of responses per week for on-call employees expected primarily to refer the reported issue appropriately. For example, the on-call employee is expected to contact the appropriate responder from within the department, or alternatively, is expected to advise callers to call a service provider in another area of the university.
  - (iii) Article 17.7 (a) and (b) provisions will apply when an on-call employee is required to report to work in order to resolve the problem. Reporting to work may include reporting to an authorized off-campus location such as an offsite server/computer configured for this purpose.
  - (iv) All on-call employees will maintain a call response log, which will be reviewed regularly with supervisor. If response activity consistently exceeds the established guidelines, the supervisor will take appropriate action to reduce the number of calls. In each case, the action taken will include notifying the area administrator and providing written notice of the corrective measures implemented to the area administrator and to Employee Services.

## **17.8 Work Allocation for Staff Within a Department**

This work allocation includes the assignment of additional (top-up) work and overtime for Staff with shared job titles and retired Staff

Where additional generalized work in a department is available to be offered to multiple employees who hold the same job title, work will be distributed in the order specified below:

### Occasional Work

- Step 1 Type A Staff (permanent employees) with <100% contracts shall be topped up to 100% in an equitable manner according to seniority and qualifications.
- Step 2 Type C and Type D Staff working <100% in a department will be offered additional work up to 100% in an equitable manner according to departmental seniority and qualifications.
- Step 3 ~~Retired Type A Staff who have expressed to UCFV an interest in being an auxiliary employee in their former department shall be offered up to 140 hours of work per fiscal year in the department from which they retired, provided they are qualified.~~

### Overtime

- Step 4 Type A Staff with 100% contracts shall be offered overtime work in an equitable manner according to seniority and qualifications.
- Step 5 Type A Staff with <100% contracts topped up to 100% in Step 1 (above) shall be offered overtime work in an equitable manner according to seniority and qualifications.
- Step 6 Type C and Type D Staff topped up to 100% in Step 2 (above) will be offered overtime work in an equitable manner according to departmental seniority and qualifications.
- Step 7 ~~Retired Type A Staff (as described in Step 3) working at 100% shall be offered overtime work, bearing in mind that the overtime hours will count towards the 140 hour yearly work allotment at the appropriate calculated rate — either time and one half or double time.~~
- Step 8 Any remaining available work will be assigned at the discretion of the department.

### Principles:

Determination of available work as ‘overtime’ will be at the discretion of the Manager/Supervisor.

Where a Supervisor/Manager has determined that work should be offered to existing employees as overtime, “an equitable manner” shall be interpreted to be a reasonable method in which Supervisors/Managers have made every effort to ensure that the most employees benefit, in descending order of seniority, while respecting the particular needs and parameters of the department to meet short-term, unexpected staffing needs and to maintain efficient functioning.

In cases where staff eligible for work have not previously performed the particular work available, the Supervisor/Manager of the area will consult with employees regarding the desire for overtime, review their qualifications, and determine their ability to perform the work.

If an employee is unavailable for top-up or overtime work when offered, they do not lose their place in the call-out order.

Supervisors/Manager will not be expected to split work available on any given day into shifts of less than 7 hours except where the needs of the department are best met by doing so. No shifts of less than 4 hours will be assigned as a result of this agreement.



## ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

### 18.1 Teaching Faculty Duties

The essential duties and responsibilities comprising the workload of teaching faculty members fall into three categories. Recognizing that work in these areas constitutes the faculty member's professional obligation to the University, all these activities shall form the basis of departmental considerations in developing workload assignments which are reasonable and equitable.

(a) Teaching:

Teaching includes scheduled and unscheduled teaching, as well as maintenance of academic and professional currency.

- Scheduled teaching consists of the development and delivery of courses, including lectures, seminars, laboratories, clinical supervision, online courses, and studios. The work for such courses entails course design and preparation, evaluation, marking and grading, and student consultation and advice
- Unscheduled teaching may include supervision of research theses and projects, practica, field study, directed reading, and independent studies as well as individual mentoring and counselling on academic matters

(b) Service

Service may include but is not restricted to the following activities:

- Participation in department, faculty and university governance
- Service on regional, national and international committees and other professional organizations
- Administrative and non-teaching responsibilities within the University
- Participation in the Faculty and Staff Association, its processes and committees
- Creation, development, evaluation and revision of academic programs
- Community service where the individual has made an essentially non-remunerative contribution by virtue of particular academic competence.

(c) Scholarship and Scholarly Activity

Scholarly work is intellectual and academic work that is undertaken for the benefit of one's professional development, students, peers, and/or the community or society. Faculty are responsible for reporting on these activities to the university. Scholarship and scholarly activity includes, but is not necessarily limited to

- Writing and publishing of books, articles, and training or user manuals
- Conducting research
- Reviewing journals, books or productions
- Compiling scholarly bibliographies and annotated resource lists
- Developing and disseminating innovative teaching and learning strategies
- Creation of resources or programs to support teaching
- Creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel
- Translating material of scholarly interest
- Developing primary and secondary texts and learning materials
- Developing curriculum and courses
- Scholarship of Teaching and Learning
- Presenting workshops, papers or being a panel member at a conference
- Inventing or enhancing a piece of equipment or a physical instrument

- 18.2 The University of the Fraser Valley has a commitment to establishing a fund to support scholarly activity, accessible to all faculty, as outlined in Article 22.2 (Professional Development Funds).
- i. Scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.
  - ii. Instructors who are to be evaluated on additional scholarship must be granted a reassignment of teaching or other duties in order to allow them the opportunity to perform these assignments satisfactorily.

### 18.3 Assignment of Teaching Faculty Workload

- (a) The duty year for Teaching Faculty shall consist of the following:
- i. one hundred and ninety (190) days duty time;
  - ii. twenty (20) days approved professional development time;
  - iii. forty (40) consecutive days annual vacation.
- (b) Department heads are responsible to the deans for managing department resources, including scheduling course offerings to be responsive to student needs. Subject to approval by the dean, the instructional load of faculty will be assigned by the department head in consultation with the department, which will normally include a duly constituted department meeting. Processes used must ensure equity, transparency and fairness in the allocation of workload. Factors to be taken into account shall include but are not limited to the following:
- i. The number of different course preparations
  - ii. The number of new courses
  - iii. The number of new preparations
  - iv. Class sizes and anticipated enrolments
  - v. Pedagogy
  - vi. The number and types of assignments to be marked
  - vii. The qualifications and expertise of the faculty member in specific areas
  - viii. The number of Masters or Honours theses supervised
  - ix. Program needs
  - x. Extraordinary service work for the Department or the University
  - xi. Re-assignment of workload granted for research or scholarly activity
- (c) To support their scholarly activity, within any two year period, Type B teaching faculty may apply to have up to the equivalent of 25% of their annual workload (2 courses) reassigned to scholarship directly related to the faculty member's area of expertise, scholarship being broadly defined. These requests for reassigned work or equivalent funding will take the form of "research options" or "scholarly activity options." Such reassignment of workload shall be made by recommendation of the Department to the Dean, and with the approval of the Dean, and further adjudication by the appropriate committee on scholarship, which shall post in advance the general criteria for granting such options. This reassignment of workload would be factored into the assignment of teaching workloads as outlined in 18.3.b.

- (d) Upon the recommendation of the departments, and with the approval of the appropriate Dean, instructors preparing and teaching courses new to the UFV curriculum or supervising graduating projects in degree-completion programs will have up to one course reassigned to these tasks. This reassignment of workload would be factored into the assignment of teaching workloads as outlined in 18.3.b.
- (e) Teaching Faculty will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the Employer in general and, specifically, of the department or work group to which the faculty employee is assigned.  
In special circumstances exceptions to the following guidelines may be made by the Employer after consultation with the employee affected and other employees in the area.
- (f) A teaching faculty employee shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day, and the length of the instructional day shall not normally exceed twelve (12) hours. The faculty employee shall not normally be expected to teach both an evening section and any block which begins less than twelve (12) hours after the evening section ends on the following day.
- (g) The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the Employer to be at a specific location.
- (h) Faculty non-instructional duties are to be approved by the appropriate administrator in consultation with the Department Head in accordance with duties described in 18.1 (Teaching Faculty Duties).
- (i) An annual professional plan shall be developed by each faculty member in consultation with his or her Department Head, and approved by the appropriate Dean or appropriate excluded administrator, regarding duty time as described in 18.3 (a)(ii) above. This plan will take into consideration the needs of the faculty member as much as possible, but also respond to the needs of the department, UFV and the students.
- (j) Course assignments will reflect the educational requirements and expertise within the program area or department. As far as is possible, all teaching faculty shall be assigned to teach the full range of UFV offerings within their assigned instructional areas. No faculty in the departments which offer third and fourth-year courses will be exempt from teaching courses at the first and second year levels. In cases where Type B faculty have not qualified by teaching a specialized available course previously, they may request that a standing SAC review their qualifications to teach that course. In cases where qualified faculty members are in conflict over assignment of a course, seniority shall be the initial determining factor, followed, in successive offerings of that course, by rotation among qualified faculty.
- (k) Regardless of seniority, faculty are responsible for sharing the department's teaching duties on various campuses, and across all time blocks. Departments should make every effort to ensure that times and locations of the department's course load are rotated among Type B faculty in an equitable manner.
- (l) Probationary faculty should have workload assignments that permit an emphasis on those activities most important for success in the probationary process – minimally, with reduced emphasis on service responsibilities.
- (m) Faculty who disagree with their workload assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination.

**18.4 Teaching Assignments for Faculty in Semester-based programs**

- (a) Full-time Type B faculty teaching semester-based courses that are of duration 3 to 5 contact hours per week will have a seven-course per year load.
- (b) Faculty in Math, CIS, Physics and UUP teach a six-course load per year; for faculty in ESL, the workload will be 12 courses per year.
- (c) An instructor teaching courses in a semester-based program shall not normally be required to prepare more than three (3) different courses per semester, or more than five (5) courses per academic year.
- (d) Faculty teaching in semester-based programs who have not met their regular annual duty load will be required to teach an extra section in the same or following year, or up to one (1) six (6) week course or its equivalent during their professional development/non-instructional duty time as a part of their regular course load, or faculty could agree to increase their class sizes in year two to the equivalent of an extra section.
- (e) For non-science faculty who are not laboratory instructors and whose load includes teaching a lab or a course with a full lab component, the lab or component shall count as .5 of a course. The load for laboratory instructors is 12 lab sections per year.

**18.5 Workload for Science Faculty and Science & KPE Lab Instructors**

For the purposes of this section, Science faculty are defined as those who teach in Biology, Chemistry or Physics. There are two types of faculty in Science, Lecture Faculty and Lab Faculty (also known as Lab Instructors).

- (a) To the extent faculty instruct in labs of courses numbered 099 or below, each lab shall count as 50% of a course. To the extent faculty instruct in first-year labs, each lab shall count as 75% of a course. To the extent faculty instruct in second-year and above labs, each lab shall count as 100% of a course.
- (b) Science Lecture faculty’s contact hours will be 16 hours per week. To the extent faculty instruct in labs of courses labelled 099 and below, lab hours count 50% of a lecture hour. To the extent faculty instruct in first-year labs, lab hours are 75% of a lecture hour. To the extent faculty instruct in labs in courses labelled 200 and above, lab hours count 100% of a lecture hour.

Course Number	Lab Equivalent	Lecture Hour Equivalent
099 and below	50%	50%
100 level	75%	75%
200 level and above	100%	100%

- (c) The weekly maximum hours in actual class instructional time shall not exceed 18, except by overload compensation or equivalent reduction in hours of instruction in the ensuing semester or academic year.
- (d) The lab portion of science courses shall not exceed 18 students, except in those courses determined by the department head where the maximum class size may be 24 (Lab instructors will not normally be assigned to instruct these sections), or by invoking the following:

Lab Instructors will have a faculty workload, the contact hours normally being 18 per week. Departments may, with approval of the Dean and the Lab Instructor(s) affected, alter the

number of sections and section sizes to accommodate the same total number of seats available for students. In the departments where labs are offered and in which there are insufficient Lab Technicians available for the resources provided to the departments for technical duties, Lab Instructors may request that a portion of their workload be assigned to technician duties. Any such assignment will require agreement of the Lab Instructor, Department Head, and Dean.

- (e) When sufficient lecture work exists, lecture faculty agree to vacate instruction of first year labs, which will be assumed by lab instructors. On occasion and when required, faculty may teach a first year lab to fill out their instructional workload. When this occurs, no Type B lab instructor can be displaced from a lab.
- (f) The Employer and the Association agree to a lab instructor pay scale of Step 1 to Step 8 inclusive from the faculty scale, as shown in Article 20.9 (Lab Instructor Schedules).
- (g) The Employer agrees that lab instructors who are assigned lab technician duties maintain their faculty position and rate of pay.
- (h) Lecture faculty and lab instructors are obligated to consult and agree on matter of common concern such as the compatible sequences of lectures and labs.
- (i) The Employer agrees to provide lab technician support in those labs offered by lecture faculty, where the Department determines that safety concerns and instructional complexities require two employees.
- (j) The Employer agrees that when a "lab only" course is offered, the actual time of instruction shall apply, as in lecture courses.

**18.6 Work Load for Science & KPE Lab Instructors**

The table below shows the workload weights of various combinations of 1st year and other labs. Find the intersection of 1st year labs (leftmost column) with number of other labs (along the top) and read off the total workload weight. The bolded numbers are the workloads closest to 11 without going under. Weights beyond 11 may be paid out or banked. Banked portions of overloads may only be taken when sufficient amounts are banked for a whole section.

**Science & KPE Lab Instructor workload of 11**  
with 1<sup>st</sup> year labs weighted 1.0 and 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> weighted 1.57 (11/7)

		Number of 2 <sup>nd</sup> , 3 <sup>rd</sup> or 4 <sup>th</sup> Year Labs							
		7	6	5	4	3	2	1	0
Number of 1 <sup>st</sup> Year Labs	0	<b>11.00</b>	9.50	7.75	6.25	4.75	3.25	1.50	0.00
	1	<b>12.00</b>	10.50	8.75	7.25	5.75	4.25	2.50	1.00
	2	13.00	<b>11.50</b>	9.75	8.25	6.75	5.25	3.50	2.00
	3	14.00	<b>12.50</b>	10.75	9.25	7.75	6.25	4.50	3.00
	4	15.00	13.50	<b>11.75</b>	10.25	8.75	7.25	5.50	4.00
	5	16.00	14.50	12.75	<b>11.25</b>	9.75	8.25	6.50	5.00
	6	17.00	15.50	13.75	<b>12.25</b>	10.75	9.25	7.50	6.00
	7	18.00	16.50	14.75	13.25	<b>11.75</b>	10.25	8.50	7.00
	8	19.00	17.50	15.75	14.25	12.75	<b>11.25</b>	9.50	8.00
	9	20.00	18.50	16.75	15.25	13.75	<b>12.25</b>	10.50	9.00
	10	21.00	19.50	17.75	16.25	14.75	13.25	<b>11.50</b>	10.00
	11	22.00	20.50	18.75	17.25	15.75	14.25	12.50	<b>11.00</b>

**18.7 Teaching Loads of Vocational Faculty**

- (a) The normal teaching duties for a full-time instructor who teaches in a program organized on a training-day basis or which is funded as a vocational program shall not normally exceed twenty-five (25) hours of classroom instruction per week.
- (b) UFV Administration, in consultation with Program Heads and Department Heads, shall examine closely ongoing curriculum development needs and other indirect instructional considerations of departments to ensure that training-day-based faculty have sufficient time to perform these essential tasks well. It is recognized that some variation will occur across UFV, but conspicuous inequities between all program areas will be reduced to a minimum. Where possible, immediate adjustments will be made to shorten direct instructional loads of training-day-based faculty to reflect these concerns.

## 18.8 Teaching Loads in Health Sciences

### (a) Nursing Program Faculty

Faculty in the Nursing Program will average seventeen (17) contact hours per week, over an academic year. The length of an academic year is two terms of fourteen (14) weeks and one term of four (4) weeks.

### (b) Health Science Faculty in Practical Nursing, Dental Assisting, Dental Hygiene, and Health Care Assistant Programs

- i. Teaching workloads for full-time faculty who teach in these health science programs shall not exceed twenty-five hours of classroom instruction per week.
- ii. UFV Administration, in consultation with Program Heads and Department Heads, shall examine closely ongoing curriculum development needs and other indirect instructional considerations of departments to ensure that training-day-based faculty have sufficient time to perform these essential tasks well. It is recognized that some variation will occur across UFV, but conspicuous inequities between all program areas will be reduced to a minimum. Where possible, immediate adjustments will be made to shorten direct instructional loads of training-day-based faculty to reflect these concerns.

## 18.9 Student Loads

- (a) Full-time Type B teaching faculty must teach a student threshold of 150 students or more in an academic year counted on stable enrolment dates. Type B faculty on reduced contracts will have their threshold reduced accordingly.
- (b) Faculty failing to reach their threshold of 150 will be required to teach an extra section in the same or following year OR faculty could agree to increase their class sizes in year two to reach the 150 student limit from year one.
- (c) Science Faculty teaching a double block lab count students in the same manner as a class.
- (d) When reviewing student loads, UFV will take into account whether a faculty member was teaching on more than one campus, departmental needs, physical space limits and other issues that were beyond the control of the instructor. Should UFV decide to use 18.9(b) above to fulfill the 150 requirement, it would go to LAM for a full review prior to implementation.

## 18.10 Workload Modification

- (a) Type B teaching faculty may request a one course release or equivalent funding related to their research as research option and/or scholarly activity option.
- (b) Student loads are expected to continue to reach the 150 threshold as per 18.9(a) above. Faculty with concerns regarding meeting the student thresholds should contact the Vice President Academic for assistance.
- (c) Upon recommendation of the departments, and with the approval of the appropriate Dean, instructors preparing and teaching courses new to the UFV curriculum or supervising graduating projects in degree-completion programs will have us to one course reassigned to these tasks.

**18.11 Overloads**

- (a) No faculty employee shall be required to teach an overload.
- (b) Type B teaching faculty may request up to three overload sections within an academic year.
- (c) Faculty may bank overload sections to be used later for release of up to a maximum of four courses in any one semester.
- (d) Faculty may request to reduce their workload under the provisions of Article 18.11(c) by providing reasonable notice to their departments. Requests will normally be considered during the annual departmental workload assignment procedures Article 18.3(b). Faculty whose requests are not supported, and who disagree with this decision have access to Article 18.3(m).
- (e) As of May 1, 2011 the maximum number of sections which may be banked is four (4). Faculty who have more than this number of sections banked on April 1 are grandfathered, and may not bank any additional sections until their banks fall below four (4). Faculty with 7 or more banked sections may be asked to submit a plan for the use of these sections; such plans will be consistent with 18.11(c).
- (f) Faculty can ask to be paid out the banked sections at any time.
- (g) Sections banked by Department Heads pursuant to Phase Two of the Agreement on Department Head and Summer Semester Issues will not count as sections under Article 18.11 (Overloads).
- (h) Faculty on Sabbatical Leave are not eligible to teach overload sections during the academic year in which the leave occurs.
- (i) Faculty who have applied for and been granted a reassignment of workload for the purposes of scholarship, research or service are not eligible to teach overloads during the teaching semesters in which the reassignment has been granted.

**18.12 Class Size**

- (a) Class size for semester-based courses shall not normally exceed thirty-six (36) students. Class sizes for some courses may have maximum enrolments of less than 36. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students (see 18.4 (d) above). Class size for training-day based courses shall not normally exceed twenty-two (22) students. Within the maximum limits stated above, policy decisions regarding class sizes for individual courses will be determined by the Instructional Deans.
- (b) For the purpose of application of class size limits, actual enrolment in a given course section is determined on the date specified by the Ministry of Education for reporting stable enrolment figures.
- (c) The class size of an individual course section may not be unilaterally increased by management. The department and instructor must consent in writing to the increase.
- (d) The class size of an individual course section may not be unilaterally decreased by an instructor or department. The Dean of the area must consent in writing to the decrease.
- (e) A directed or independent studies course or section shall have a maximum enrolment of six. Enrolments above that number will be permitted only with the mutual consent of the instructor and the Dean or his/her designate.



- (f) Class size increases or decreases are a matter for joint union-management consultation. Present maximum enrolment limits for each course will be presumed to be acceptable unless either side requests a review.
- (g) If the dean, instructor, and department cannot agree on the maximum class size in a particular course section, course or courses, they may apply to a joint review committee composed of the Associate Vice President of Employee Services, the Vice President, Academic & Provost, the Association Agreements Chair, and two additional Association Executive members. Agreement shall not be unreasonably withheld.
- (h) If either side requests it, a Task Force may be appointed to review class sizes on an institution-wide basis over the term of this agreement. The Task Force should have equal representation from the Association and management, and should make every effort to represent a cross-section of instructional areas.

### **18.13 Exceptions**

Exceptions to the provisions regarding normal working conditions for faculty will be resolved upon recommendation of the appropriate Department Head or Program Head and approval of the appropriate Instructional Dean.

**18.14 Assignment of Courses for Faculty**

Available work will be distributed to department members in the order specified below.

- Step 1** All Type B teaching faculty shall be given first priority for existing work up to their contracted Type B workload fraction. Course assignments will reflect the educational requirements and expertise with the program area or department. Type B teaching faculty, regardless of seniority, are responsible for sharing the department's teaching duties on various campuses, across all time blocks. Department Heads should make every effort to ensure that those aspects of the department's course load are rotated among Type B faculty in an equitable manner. In cases where Type B teaching faculty have not qualified by teaching an available course previously, they may request that a standing SAC review their qualifications to teach that course.
- Step 2** Type B teaching faculty with <100% contracted Type B workload fraction shall be topped up by seniority and qualifications.
- Step 3** Sessionals who worked in fiscal year 2002-03 will be offered the same workload as they received in 2002-03, but not more than the normal maximum for their area. Sessionals who have only taught one course at UFV before 1st April 2003 are excluded from this section.
- Step 4** Sessionals replacing Type B Teaching Faculty on sabbatical or service leave under the terms of Article 12.9 shall be offered 7 sections scheduled over two semesters.
- Step 5** Type B teaching faculty working at 100% workload fractions for their area shall be offered one course, by seniority, provided they are qualified.
- Step 6** Sessionals who have worked during the previous two academic years shall be offered the same amount of work as the year before, by seniority in their position and by qualifications, up to a maximum of three courses.
- Step 7** Type B teaching faculty with one overload shall be offered a second overload by seniority, provided they are qualified, AND THEN each Type B teaching faculty with two overloads shall be offered a third overload by seniority (provided they are qualified).
- Step 8** Recognizing the three (3) overload limit for Type B teaching faculty and the ten (10) section limit for Sessional faculty (all departments), all remaining sections will be assigned at the discretion of the department. All workload assignments are subject to the approval of the dean of the area. In assigning additional available courses, sessionals will be offered additional courses as available, by seniority and qualifications, one course to each individual, in successive rounds. No individual gets a second course until all members have been offered a first course, and so on.

The procedure for the assignment of courses, as outlined in the UFV Procedure for the Assignment of Courses Policy, cannot be altered without the approval of the Association and the Employer.

**18.15 Re-Adjusting a Members Regularization Point**

If a part-time Type B teaching faculty teaches above their regularization percent for a period of three consecutive years the faculty members' Type B contract will be elevated to the average workload of the three year period.

This will apply to:

- (a) Any member who obtained their Type B contract before April 1<sup>st</sup> 2003,
- (b) Any member who obtained their Type B contract or will obtain their Type B contract, through the former regularization track (reg track) procedure cited in Article 14.6 (Regularization of Employees) of the 2001-2003 Collective Agreement (Also known as Category I Reg track candidates).
- (c) Any member on Reg track by Category II or III designation shall be awarded the adjustment cited above at the discretion of the Associate Vice President of Employee Services.

**18.16 Department and Program Head Duties**

Department and Program Heads are responsible for the general administration and co-ordination of the department. This general co-ordination and administration is to ensure consistent and timely attention to operating needs of the department and program. The Head will implement UCFV procedures and guidelines to ensure fairness in scheduling, allocation of work, and the delegation of tasks to department members from the Departmental Task list to ensure equitable workloads. The Head is responsible for promoting and maintaining the long-range interests and goals of the department or program.

While clerical and organizational duties may in rare cases be performed by Heads, it is recognized that the Head's role is as a faculty member, and so his/her duties should be confined to those requiring the role or judgement of a faculty member. Routine tasks such as information gathering, departmental record keeping, and administration of student files will ordinarily be performed by staff employees, under the supervision of the Head and the Dean.

Duties of the position will include co-ordination of departmental responsibilities as detailed in the Departmental Tasks document. Priorities for the department will be set through discussions with the Dean of the area, and with the department. While it is expected that the Head will complete many of these tasks, others will be assumed by members of the department.

## **ARTICLE 19: WORKING CONDITIONS FOR ACADEMIC SUPPORT PROFESSIONAL FACULTY**

Academic Support Professionals are Type B faculty who do not teach or have full responsibility for regular assigned courses. This category of faculty includes Librarians, Counselors, Educational Advisors, Consultants in the Writing and Math Centers, Field Placement Officers, and a limited number of other student support professionals

### **19.1 Academic Support Professional Faculty Duties**

The essential duties and responsibilities comprising the workload of Academic Support Professionals fall into three categories. Recognizing that work in these areas constitutes the faculty member's professional obligation to the University, these activities shall form the basis of consideration in developing workload assignments which are reasonable and equitable. The Service and Scholarly Activity components parallel those for Academic Teaching Faculty described in Article 18.1(b) and (c). The third component varies with the range of duties and responsibilities appropriately assigned to the position:

- a) Librarians assist students, faculty members, and programs/departments with their information, research, and program development and support needs.
- b) Counselors work with students in primarily three areas: career choice, improving academic performance, and personal issues that may hinder academic effectiveness.
- c) Academic Advisors assist students in formulating educational plans, providing information to students with regard to institutional policies and procedures and refer students to services designed to increase their academic success.
- d) Writing Centre Consultants assist students with their writing assignments, and meet the needs of students and faculty with regard to research and reports.
- e) Math Centre Consultants assist students and faculty with mathematics and statistics problems.

### **19.2 Assignment of Academic Support Professional Faculty Workload**

- a) The duty year for Academic Support Professional Faculty, not including Academic Advisors, shall normally consist of the following:
  - i. up to twenty (20) days approved professional development time;
  - ii. forty (40) consecutive days annual vacation;
  - iii. the remainder of the year as assigned duty time
- b) The duty year for Academic Advisors shall normally consist of the following:
  - i. up to ten (10) days approved professional development time;
  - ii. thirty (30) consecutive days annual vacation;
  - iii. the remainder of the year as assigned duty time

- c) Academic Support Professionals will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the Employer in general and, specifically, of the department or work group to which the faculty employee is assigned. In special circumstances exceptions to the following guidelines may be made by the Employer after consultation with the employee affected and other employees in the area.
- d) The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the Employer to be at a specific location.
- e) An Academic Support Professional faculty employee shall not normally be assigned a duty load which requires returning to work less than twelve (12) hours after the end of an evening shift.
- f) An annual professional plan shall be developed by each Academic Support Professional member in consultation with his or her supervisor, and approved by the appropriate Dean or appropriate excluded administrator, regarding duty time as described in 19.2 (a)i and (b)i above. This plan will take into consideration the needs of the faculty member as much as possible, but also respond to the needs of the department, UFV and the students.

**ARTICLE 2: ASSOCIATION RECOGNITION AND RIGHTS**

**2.1 Bargaining Unit Defined**

The bargaining unit shall consist of all employees of UFV, with the exception of those persons who perform duties that under the Labour Relations Code of BC are reasons for exclusion.

There are two reasons for determining that a person is not an employee under the Code and, therefore, excluded from a bargaining unit:

- because the person performs the functions of a manager or superintendent, or
- because the person is employed in a confidential capacity related to labour relations or personnel.

Persons are excluded in order to avoid a potential conflict of interest between their loyalties to the employer and to the bargaining unit. The two most important factors in determining whether there is a sufficient conflict of interest to justify exclusion are:

- involvement in discipline and discharge, and
- labour relations input.

Another factor is involvement in the hiring, promotion and demotion of employees.

Persons meet the "confidentiality" exclusion where, as a substantial and regular part of their job, they are dealing in matters of a confidential nature which relate to labour relations or personnel.

The parties may, from time to time and by mutual agreement, exclude additional positions from the bargaining unit.

The list of excluded positions agreed to is found in Appendix (X).

\_\_\_\_\_  
Association

\_\_\_\_\_  
Board

## 2.4 Recognition of Representatives

- (a) The Employer recognizes the Committee of Officers of the Association for the purpose of relations between the Employer and the Association arising out of this agreement. No employee or group of employees shall represent the Association at meetings with the employer without proper authorization of the Committee of Officers.
  
- (b) The Employer recognizes the Association's right to designate Association Stewards authorized to take up employee grievances through the grievance procedure. The Employer and the Association will agree on the number of stewards, taking into account both operational and geographic considerations. The maximum number of Association stewards will not exceed twelve (12).
  
- (c) The Association will provide Employee Services with a list of the employees designated as Association Stewards and indicate the jurisdiction of each steward on an annual basis, normally within five (5) working days of the annual election of stewards. Stewards shall process grievances only within their area unless otherwise mutually agreed.

## 2.5 Association Activities

- a) Employees who are members of the Committee of Officers of the Association may be allowed up to four (4) hours per month to attend Association Meetings. It is understood that meeting times will be scheduled so as to minimize disruption to the operation of UFV. Hours may not be accumulated from month to month.
- b) In any one (1) contract year, all members of the Association shall be allowed to attend up to two (2) general meetings of the Association during UFV hours.
- c) An Association Steward who is assisting in the resolution of a legitimate employee grievance shall be permitted to attend meetings between the employer and the association on the Employer's property without loss of pay or recorded work time.
- d) An Association Steward, shall obtain the permission of his/her manager before leaving work to perform duties as a steward. Consistent with Article 2.5(c), time off for processing grievances shall be granted to a steward by the exempt supervisor following a request, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the exempt supervisor shall arrange for time off at the earliest possible time thereafter. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- e) A record of a steward's work time spent on grievances on behalf of the Association shall be maintained on a basis mutually agreeable between the Association and the department involved. In the event the Employer determines that the amount of work time used by any steward is unreasonable, it may become a topic for mutual discussion between the parties.
- f) The Employer shall grant, on written request from the Association, release time specified for the purpose of attending training programs, conventions or other events deemed to require representation from the Association, to any Association Officers, and Association Stewards as designated in Article 2.4 (b) of this Agreement.
- g) Association Stewards shall be permitted eight (8) hours of release time in each year of this Agreement to participate in steward training programs.
- h) All such releases will be granted as per Article 2.6 (f)
- i) The Association shall submit to Employee Services and the appropriate administrator at least one (1) month in advance the names of those stewards for whom the Association is requesting release. The Employer must be satisfied that the granting of a particular request for leave will not be in conflict with or disruptive to the operation of UFV; however, releases will not be unreasonably denied.



## 2.6 Leaves of Absence: Association Business

- (a) The Employer shall grant, on written request from the Association to Employee Services and to the appropriate exempt administrator, release time for Employees elected to positions with the Association.
- (b) Requests for leaves of absence will be made by the Association in writing to the Associate Vice President, Employee Services and the appropriate exempt administrator as soon as possible after the AGM, but no later than June 1 for Fall semester leaves and November 1 for Winter semester leaves.
- (c) The Employer must be satisfied that the granting of a particular request for leave would not be in conflict with or disruptive to the operation of UFV.
- (d) The Employer agrees that, with the exception of 3 full-time leaves, the granting of leave in excess of halftime for any one individual is subject to the University's educational requirements; approval shall not be unreasonably withheld.
- (e) To facilitate the operation of the Collective Agreement and employer-employee relationships, the Association is entitled to be reimbursed for a one-quarter full-time per annum release. This will be equivalent to twenty-five percent of a top of scale faculty salary.
- (f) Leaves of absence for employees elected to positions with the Association shall be at full replacement cost, including the cost of wages, benefit premiums, statutory holiday pay, vacation pay and payroll burdens which attend the replacement. It is understood that UFV neither makes a savings nor experiences a cost in the replacement process.
- (g) Where an Association leave of absence results in the posting of the resulting vacancy as a permanent position, the Association and the Employer recognize that the employee on leave will exercise bumping rights at the end of the leave.
- (h) An Association member selected for a full-time position in the Federation of Post-Secondary Educators or in any successor organization to FPSE shall be granted a full-time unpaid leave of absence subject to the following conditions:
  - (i) As soon as possible in advance of the leave, the Association shall notify the Employer of the possibility of this clause being invoked. Notwithstanding the foregoing, the Association shall provide the Employer with written notice by June 1 for Fall leaves and November 1 for Spring leaves;
  - (ii) An Association member on leave under this clause shall continue to receive full salary and the benefits from the Employer, and the Association shall, on a monthly basis, reimburse the Employer for the full amount of the member's salary and benefits on a monthly basis.

## **ARTICLE 20: WORKING CONDITIONS FOR DIRECTORS**

Directors are Type B Professional assigned by the employer primarily to direct the work of a specific department or work group and paid according to the salary schedule described in Article 20.11 (Directors' Schedule).

### **20.1 Director Duties and Responsibilities**

The essential duties and responsibilities comprising the workload of Directors is to direct the work of a specific department or work group. In addition to these regular duties, Directors have a service and a professional development obligation. Recognizing that work in all three areas constitutes Director's professional obligation to the University, these activities shall form the basis of consideration in developing workload assignments which are reasonable and equitable.

### **20.2 Assignment of Director Workload**

- a) The duty year for Directors shall normally consist of the following:
  - i. up to fifteen (15) days approved professional development time;
  - ii. thirty (30) days annual vacation;
  - iii. the remainder of the year as assigned duty time
- b) Directors shall normally work regular schedules of thirty five (35) hour weeks, with no less than two (2) consecutive days off per week, to meet the needs of their specific area and UCFV in general.
- c) Where the nature of the position requires evening or weekend work, thirty five (35) hour work weeks will be taken as an average when determining the extra hours worked. The amount and the scheduling of compensatory time shall be mutually agreed upon by the appropriate senior administrator and the Director.
- d) In addition to their regular duties, Directors have an obligation to participate in UFV-wide committees and to undertake approved professional development. In order that they may fulfill the latter obligation, Directors shall be granted up to 15 days per year by the appropriate Vice President for approved professional development activities as distinct from their annual vacation entitlement

## **21.5 Clothing Allowance**

1. UFV shall purchase four (4) shirts per year for Type A janitorial staff. Janitors shall be responsible for cleaning the shirts.
2. Where the Employer or WorkSafe BC requires articles of clothing and/or equipment to be worn or used, the Employer shall provide such clothing or equipment. See Article 28.5 (Safety Clothing and Equipment) for details.

### **22.3 (c) (v) Sabbatical Dates, Duration and Pay:**

- i. Teaching Faculty/Lab Instructors – The duration of the leave is one academic year. During this time faculty will be granted full release from teaching workload in two consecutive semesters in order to permit an extended period of time to engage in their approved sabbatical program. There are two possible start dates which correspond to the teaching sessions: September 1st and/or January 1st. Those choosing September 1 will be on 90% salary for the period September 1 – August 31. Those choosing January 1 will be on 90% salary for the period January 1 – December 31.
- ii. Non-Teaching Faculty - The duration of the leave is for four months with the option of adding vacation time (40 days) to the leave.
- iii. Education Advisors - The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.
- iv. Directors - Directors (Type B) shall be eligible to apply for a sabbatical leave after completion of seven years of employment, five of which must be as a Director. The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.

Type B Faculty who work less than 100% over the accrual period for a leave will have their leave percentage prorated if the percentage has changed during the seven-year period.

**Article 23.3 (d)****Extended Maternity Leave Accommodation**

An extended maternity leave accommodation is a temporary workload reduction for a period of up to three years directly following the conclusion of a maternity leave to enable employees to continue in the role of primary caregiver for their infants and very young children. This accommodation may be granted to any permanent, full-time (100%) employee upon written request to their area administrator, and made not less than two (2) months prior to the commencement of the accommodation. During this workload reduction all salary, benefits, pension contributions, vacation accrual and seniority will be based on pro-rated, full-time employment. Upon completion of the accommodation, employees must return to 100% full time, resign their position or seek alternative employment within UFV through the normal posting process.

### 23.7 Special Leave - Type A or Type B Employees

A Type A or Type B employee may be granted leave of absence with pay for up to a total of seven (7) work days per calendar year for any one or a combination of the following reasons. The employee may be asked to provide supporting documentation to the employer which supports their request for special leave.

- (a) **Bereavement:** Special leave may be granted as a result of the death of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.
- (b) **Paternity:** Special leave may be granted due to the birth of a legal dependent of a male employee, provided such leave is requested and taken within twenty (20) days of the birth of the child.
- (c) **Adoption:** Special leave may be granted due to the adoption of a legal dependent by an employee, provided such leave is requested and taken within twenty (20) days of the adoption of the child.
- (d) **Household Emergency:** Special leave may be granted for a household emergency which makes it impossible for employees to report to work due to a serious threat to the safety of their home and family. Examples of household emergencies are the consequences of flooding, impassable road conditions, prolonged power failure, and epidemic health hazards.
- (e) **Family Illness:** Special leave may be granted due to the serious illness of an immediate family member of an employee. For the purpose of this provision, an immediate family member is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild. Three (3) additional days are available if the employee bears the primary responsibility for care.
- (f) **Specialist Medical Appointments:** Special leave may be granted for non-routine, medical, dental, and therapeutic appointments with a specialist where these appointments cannot reasonably be scheduled outside of working hours.
- (g) **Additional days** may be granted to primary care givers by the Associate Vice President of Employee Services as needed, in the spirit of clauses (a) - (f).

## 24.4 Calculation of Benefits

(a) In any one (1) calendar year, a full-time Type A or Type B employee is eligible for the following sick and STDL benefits:

(i) a total of thirty (30) work days of coverage at one hundred percent (100%) of the employee's applicable rate of pay. Up to ten (10) of these days may be used for the care of a dependent child under the age of 12 who is ill; a doctor's note may be requested by the employer for such absences.

(ii) if and when the thirty (30) days provided for in (i) have been used, a further total of sixty-four (64) work days of coverage at 70% of the employee's applicable rate of pay;

(iii) in the event of an absence for reasons of illness or injury which exceeds ninety-four (94) consecutive calendar days, the LTD provisions of this Agreement come into effect and take precedence over the STDL benefits.

(b) In any one (1) calendar year, a part-time Type A, Type B or Type C employee is eligible on a pro-rata basis . The following formula will be used to calculate the pro-rata entitlement:

*Where:*

ADD = "Assigned Duty Days": the number of assigned duty days in a calendar year required by a particular appointment.

PTWL= "Part-Time Work Load": the work load assigned to the particular employee, expressed in working hours, or equivalent, per day.

1824 = the number of working hours in a full-time work year, calculated on the basis of one hundred and fifty-two (152) work hours per month, multiplied by twelve months per year.

(c) Faculty and Staff with 50% or greater temporary contracts accrue a proportion of the 30 days sick leave. Faculty and Staff with less than 50% temporary contracts are not eligible for sick leave.

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Association

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Board

## **ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY**

### **28.1 Intent and Commitment**

- (a) The parties recognize the mutual benefits to be derived from providing and maintaining a healthy and safe work environment.
- (b) The parties also recognize that such an environment is only possible with the commitment and co-operation of the Employer, the Association and every employee.
- (c) Accordingly, the parties agree that any applicable federal or provincial legislation or regulations issued pursuant to such legislation dealing with occupational health and safety, shall be fully complied with.

### **28.2 Joint Occupational Health and Safety Committee**

- (a) The Employer and the Association agree to establish Joint Occupational Health and Safety Committees, as required under the WorkSafe BC Occupational Health and Safety Regulations. The Employer and the Association are each entitled to appoint not more than seven (7) members to each Committee.
- (b) The Committees will meet pursuant to the WorkSafe BC Occupational Health and Safety Regulations, at regular intervals to be determined by the Committees.
- (c) Minutes shall be kept of all meetings of the Joint Occupational Health and Safety Committees, and copies of the Minutes shall be sent to the Employer, the Association, and WorkSafe BC.
- (d) A Committee shall make recommendations to the President on unsafe, hazardous, or dangerous conditions within the work environment at UFV, with the aim of preventing and reducing risk of occupational injury or illness.
- (e) The appropriate Joint Occupational Health and Safety Committee shall be notified of any accident or injury which occurs within the work place at UFV. The Committee, or a designated representative or representatives from within the Committee, shall investigate, report and make recommendations to the Employer and the Association within twenty (20) work days on the nature and cause of an accident or injury which occurs within the work place.

### **28.3 Employee Obligations**

- (a) All employees shall comply with reasonable rules of conduct which are established and published by the Employer in consultation with the appropriate Joint Occupational Health and Safety Committee to give effect to the requirements of the applicable legislation and regulations.
- (b) Every employee is encouraged to report to the Employer, as soon as practicable, any injury or any accident which could have resulted in an injury, or any unsafe condition which poses a threat to health and safety.
- (c) No employee will be reprimanded or disciplined for failure to report any injury or accident in (b) above.



## **28.4 Emergency Transportation of Employees**

Emergency transportation to the nearest physician or hospital facility will be provided by the Employer for any employee who requires emergency medical attention during working hours, and any expenses of such transportation shall be borne by the Employer.

## **28.5 Safety Clothing and Equipment**

- (a) An employee may request the Employee Services department to review the Employer's choice of safety clothing, footwear, or equipment, if the employee has reason to believe it is inadequate. If the employee is unsatisfied with the decision of Employee Services, he/she may ask to have the decision reconsidered by the appropriate Occupational Health and Safety Committee. Where the Employer or WorkSafe BC requires articles of clothing and/or equipment to be worn or used, the Employer shall provide such clothing or equipment.
- (b) The Employer shall also maintain, repair and/or replace such clothing and equipment as required in connection with normal wear and tear.
- (c) Any employee to whom such clothing or equipment is provided is responsible for reasonable care and maintenance in connection with its use. Any loss or damage which results from an employee's negligence or abuse will be at the expense of that employee.

## **28.6 Personal Health and Safety**

- (a) No employee will be reprimanded or disciplined, or suffer a loss in pay, for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.
- (b) If the Employer, on the advice of the Joint Occupational Health and Safety Committee, has ascertained an unsafe condition which cannot be rectified immediately, any affected employees will be reassigned to other duties as soon as possible at the same rate of pay, subject to the layoff provisions of this Agreement.
- (c) When an employee's work requires continuous viewing of a computer monitor, the employee is encouraged to vary his/her duties for a period of up to ten (10) minutes after each hour of intensive viewing in order to avoid the possibility of eye strain.
- (d) The Employer will pay for vaccinations for flu and any other communicable diseases which are not fully covered by the medical plan.

## **28.7 Occupational First Aid Certificates**

Where the Employer requires employees to obtain, renew or upgrade Occupational First Aid Certificates, any fees, tuition or costs of course materials shall be borne by the Employer.

## **28.8 Occupational First Aid Certificate Premiums**

- (a) A monthly premium shall be paid to employees who are required by the Employer to hold an Occupational First Aid Certificate. The premium shall be as follows:

Primary Occupational First Aid Attendant (dayshift)	\$300.00/month	Level II
Primary Occupational First Aid Attendant (nightshift)	\$250.00/month	Level II
Back-up First Aid Attendant	\$150.00/month	

- (b) Any employee who serves on a Joint Occupational Health and Safety Committee shall not suffer a reduction in income for attending meetings of the Committee when such meetings are held during working hours, or for any time spent investigating safety matters at the direction of the Committee and with the approval of the President.
- (c) Any employee within UFV may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.

### **28.9 Occupational Health and Safety Training**

In consultation with WorkSafe BC and the Association, the Employer shall arrange an appropriate training program in compliance with WorkSafe BC Occupational Health & Safety regulations for members of the Joint Occupational Health and Safety Committees. Where possible, such training will be provided during normal working hours, with no loss in income to Committee members in relation to their attendance at training sessions.

## **ARTICLE 30: AGREEMENT COMMITTEE**

### **30.1 Composition, Constitution and Duration**

- (a) The Agreement Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association, provided that alternate representatives may be appointed from time to time. If possible, at least one (1) of the representatives of the Association and one (1) representative of the Employer will have been members of their respective Negotiating Committees for this Agreement.

The Committee shall be constituted within one (1) month of the signing of the Agreement, and shall continue for the duration of this Agreement.

- (b) The Committee shall meet as often as is necessary, at the request of either party, to discuss and make recommendations on:
- (i) problems of Agreement interpretation;
  - (ii) matters of employer-Employee Services arising out of this Agreement;
  - (iii) amendments to the current Agreement;
  - (iv) policy matters under consideration by the Employer which may be in conflict with the Agreement.

### **30.2 Policy Matters**

In order to give appropriate consideration to policy matters, the Agreement Committee shall be provided by the Administration with all necessary information regarding the general procedures which will be used to implement proposed UCFV policy.

## **ARTICLE 5: TERM OF THE AGREEMENT**

This Agreement shall come into effect as of April 1, 2010 and shall expire as of March 31, 2012 for all issues. Where the parties undertake to renegotiate this Agreement in accordance with Article 6: Renegotiation of the Agreement, the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded, or the right to strike or lockout accrues and is exercised, whichever first occurs.

In the event of a labour disruption Association members will have the responsibility of animal care.

This Agreement and each Agreement negotiated pursuant to Article 6: Renegotiation of the Agreement shall enter into force upon signature by the Chair of the UFV Board Negotiation Team and the President or Contract Chair of the UFV Faculty and Staff Association, following ratification by the Board and ratification by the Association in accordance with Article 6: Renegotiation of the Agreement.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

### **7.1 Definition of a Grievance**

A grievance shall be defined as any dispute between the parties to the Collective Agreement relating to the interpretation, application, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

### **7.2 Informal Resolution**

- (a) Every effort shall be made to resolve problems through informal channels before using the formal process. The affected employee will request a meeting with the appropriate Supervisor in an attempt to discuss and resolve the problem before a grievance is initiated. The Area Steward or appropriate Contract Administrator of the Association may attend the meeting at the request of either the affected employee or the Supervisor.
- (b) Any informal resolution of a problem shall be consistent with this Agreement. If the Association is of the opinion that a problem has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may grieve the resolution.

### **7.3 Procedures: Initiation of a Formal Grievance**

- (a) All formal grievances shall be initiated in writing by the Association.
- (b) Except where specified otherwise elsewhere in this Agreement, all grievances will commence at Step One. Thereafter, the subsequent steps will be followed sequentially unless a grievance is resolved, withdrawn, or otherwise disposed of, or the parties mutually agree to handle a particular grievance in a different manner.

### **7.4 Step One: Appropriate Exempt Supervisor**

- (a) The Area Shop Steward or the appropriate Contract Administrator will submit the grievance to the appropriate Exempt Supervisor and forward a copy of the same to the Associate Vice President, Employee Services.
- (b) The grievance will state the Association's understanding of the facts giving rise to the grievance, identify the provisions of the Agreement alleged to be violated, and indicate the remedy requested.
- (c) The grievance must be filed within 20 work days from:
  - (i) the date of the occurrence of the grievable event, or
  - (ii) the date on which knowledge of the grievable event can reasonably be attributed to the affected employee or the Association.
- (d) The Exempt Supervisor and the Area Shop Steward or Contract Administrator will meet within 5 work days of receipt of the grievance by the Exempt Supervisor to discuss and attempt to resolve the grievance. Failing resolution, the Association must advance the grievance to Step 2 within 10 work days after the meeting.

## **7.5 Step Two: Appropriate Vice-President**

- (a) The appropriate Contract Administrator or representative will submit the grievance to the appropriate Vice-President and forward a copy of the same to the Associate Vice President, Employee Services. The Vice-President or his or her designate must hold a meeting within five (5) work days with the affected employee's immediate supervisor, the Contract Administrator or representative, and the employee if the employee wishes to attend, and attempt to resolve the matter.
- (b) Within ten (10) work days of this meeting, the Vice-President or designate must inform the Association, in writing, of the decision and the reasons for the decision.

## **7.6 Step Three: President**

- (a) The appropriate Contract Administrator or representative will submit the grievance to the President, who may designate an administrator to respond to it.
- (b) The President or designate must hold a meeting within five (5) work days with the Contract Administrator or representative in an attempt to resolve the matter.
- (c) Within ten (10) work days of this meeting, the President or designate must, in writing, inform the Association of the decision and the reason for the decision.

## **7.7 Step Four: Referral to Arbitration**

If either party wishes to pursue a grievance beyond Step Three, the party must refer the matter to the arbitration under Article 8: Arbitration within ten (10) work days of the date on which Step Three is completed.

## **7.8 Policy Grievance**

- (a) Where either the Association or the Employer disputes the general application, interpretation, or alleged violation of an article of this Agreement, the grievance procedure shall commence at Step 3 and the grievance will be presented directly to the Contract Administrator or the President, as applicable.
- (b) The Contract Administrator and the President or designate must call a meeting within five (5) work days in order to discuss the grievance.
- (c) Within ten (10) work days of this meeting, the responding party must answer the grievance in writing, giving reasons for its position or decision.
- (d) Where no satisfactory agreement is reached, either party may refer the grievance to arbitration under Article 8: Arbitration, provided that notice in writing of the referral to arbitration is given to the other party within five (5) work days of the receipt of the position or decision provided by Article 7.8 (c) above.

## **7.9 Time Limits and Procedures**

- (a) The time limits and procedures fixed in this grievance procedure may be altered by mutual consent of the Association and the Employer. No reasonable request for alteration of time limits will be refused by either party, as for example, when the principals to a grievance are unable to meet within prescribed time limits due to scheduled vacations.
- (b) In the event that the Employer does not respond to a grievance within the specified time limits, the Association may require that the grievance proceed to the next step.
- (c) In the event that the Association does not respond to a grievance within the specified time limits, the grievance will be deemed to have been withdrawn.

## **7.10 Grievor Error Without Prejudice**

No grievance shall be denied in the event the affected employee or the Association errs in reference to the section of the Agreement cited.

## LETTER OF AGREEMENT ON HEALTH SCIENCES PROGRAMS

It is agreed that the parties will strike a joint committee to review the duties, responsibilities, and workload of faculty teaching in the following Health Sciences programs, and to draft language that accurately represents their duties, responsibilities, and workload in a form that is compatible with that of teaching faculty described in Article 18 of the Collective Agreement:

- Bachelor of Science in Nursing
- Certified Dental Assistant Certificate
- Health Care Assistant Certificate
- Practical Nursing Certificate

It is further agreed that descriptions of the duties, responsibilities, and workload of Faculty members who teach in these programs will be incorporated into the Collective Agreement in the existing Article 18.

It is further agreed that the joint committee will report to the Agreements Committee, or to some mutually agreed upon substitution for the Agreements Committee by October 31, 2011 for agreement and subject to ratification by the parties' principals.



## LETTER OF AGREEMENT ON LAB INSTRUCTORS

The parties agree to form a committee to review the issue of lab instructor workload and develop recommendations for a cost neutral solution to the lab instructor workload issues brought forward in negotiations.

The parties further agree that the committee will review and recommend whether there is substantive reason to continue the lab instructor category based on the academic qualifications and the work of these instructors. In arriving at its recommendations the committee will use the definition of teaching as follows:

Teaching includes scheduled and unscheduled teaching, as well as maintenance of academic and professional currency. Scheduled teaching consists of the development and delivery of courses, including lectures, seminars, laboratories, clinical supervision, online courses, and studios. The work for such courses entails course design and preparation, evaluation, marking and grading, and student consultation and advice. Unscheduled teaching may include supervision or research theses and projects, practica, field study, directed reading, and independent studies as well as individual mentoring and counselling on academic matters.

The committee will consist of the Dean of Science, another appropriate administrator, the FSA faculty negotiator, two representative heads (present or past) from departments concerned, representative lab instructors, and the Director of Finance (or designate). The committee will submit its report with recommendations to the parties by October 31, 2011 for agreement and subject to ratification by the parties' principals.

## LETTER OF AGREEMENT ON ESL INSTRUCTORS

The parties agree to form a joint committee to review the issue of ESL Instructor workload and develop recommendations for a cost-neutral solution to the workload issues brought forward in negotiations.

It is further agreed that description of the workload of Faculty members who teach in ESL programs will be incorporated into the Collective Agreement in the existing Article 18.

It is further agreed that the joint committee will report to the Agreements Committee, or to some mutually agreed upon substitution for the Agreements committee by 31 October, 2011, for agreement and subject to ratification by the parties' principals.

## LETTER OF AGREEMENT ON SPECIAL “NON-TEACHING” FACULTY CATEGORIES

It is agreed that the parties will strike a joint committee to review the duties and responsibilities of the following faculty groups, and to draft language that accurately describes their duties and responsibilities in a form that is compatible with that of regular teaching faculty:

- Librarians
- Academic Advisors and Program Advisors
- Counselors
- Writing Centre Faculty
- Math Centre Faculty

It is further agreed that the joint committee will be empowered to create sub-committees whose responsibility it will be to hear from representatives of the aforementioned groups.

It is further agreed that descriptions of the duties and responsibilities of these groups will be incorporated into the Collective Agreement, either in the existing Article 18, or if incompatible in either length or content with the existing Article 18, in a separate article or articles.

It is further agreed that the joint committee will report to the Agreements Committee, or to some mutually agreed-upon substitution for the Agreements Committee by October 31, 2011 for agreement and subject to ratification by the parties' principals.