

MEMORANDUM OF AGREEMENT

between

The University of the Fraser Valley]
(hereinafter called "the Employer")

and the
The University of the Fraser Valley Faculty and Staff Association
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES 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 OF THE UNIVERSITY OF THE FRASER VALLEY FACULTY AND STAFF ASSOCIATION, LOCAL 7, (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5 inclusive.

2. 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.

3. Term of Agreement

The term of the new collective agreement shall be for sixty (60) months, effective from APRIL 1, 2014 to MARCH 31, 2019.

4. Appendix "A"

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

5. Appendix "B"

The Employer and Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

6. **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.

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

Signed this 28 day of June, 2016.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Diane Griffiths, Chief Negotiator

Eric Davis

Jackie Hogan

Dianne Hicks

Ken Brealey

Kristen Burridge

Joanne MacLean

Betty Froehner

Anita Bleick, PSEA

BARGAINING REPRESENTATIVES FOR
THE UNION:

Jonathan Hughes, Chief Negotiator

Lesley Burke O'Flynn, Spokesperson

Connie Cyrull

John Carroll

Randy Kelly

Laura Chomiak

Clare Dale

Wicki Grieva

Colleen Bell

Sean Parkinson, President

Diane Griffiths, UFV

Colleen Bell
~~Lesley Burke O'Flynn, FSA~~

Shawn Johnston

Lesley Burke - O'Flynn
FPSE

APPENDIX "A"

1. Wage Increases

Effective the date of ratification, the Employer and the Association agree to the following:

All base wages of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after April 01, 2015, all annual rates of pay which were in effect on March 31, 2015 shall be increased by one percent (1%).
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix 1A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

2. Appendix 1A Memorandum of Understanding on the Economic Stability Dividend

APPENDIX "1A"

Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re: ECONOMIC STABILITY DIVIDEND

Definitions

In this Letter of Agreement:

1. "Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

APPENDIX "B"

See attached.

2.1 Bargaining Unit Defined

- (a) 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.
- (b) 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.

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

~~1.4 The list of excluded positions agreed to is found in Appendix 1~~

2.8 Budget Review

It is agreed by the Board and Management that the Association shall have the right to peruse the details of the UFV budget and further to review the details of each year's budget. It is further agreed that the aforementioned review will take place in a consultative spirit and in a timely fashion as may be required by both parties. Consultation will be among the Chief Financial Officer and Vice President, Administration~~Associate Vice President of Finance~~, Associate Vice President of Human Resources, Provost and Vice President Academic, Association ~~Contract Chair~~ Chief Negotiator, Association Agreement Chair and one other person designated by the Association.

10.4 Academic Freedom

The University of the Fraser Valley is committed to the belief that the exchange of knowledge and ideas in an environment of academic freedom is the indispensable foundation of all education. It is the recognized and necessary condition that allows the university to realize its mandate, strategic directions and learning outcomes.

Academic freedom does not require neutrality on the part of the individual faculty member, nor does it preclude commitment. Rather, academic freedom makes commitment possible.

Academic freedom carries with it the parallel obligation to use that freedom in an honest search for knowledge; it does not entitle a faculty member to promote hatred or contempt for any social, political, national or ethnic group; display incompetence in teaching or scholarship; violate the human rights of students or other persons; or in any way negatively affect the university's relationship of mutual respect with the Sto:lo people.

Academic freedom does not diminish the obligation of faculty members to meet their responsibilities to the university. Furthermore, it obligates all members to recognize and support the academic freedoms of other members of the university community. Academic freedom means that faculty shall not be hindered or impeded in any way for exercising their constitutional rights as citizens, or from expressing opinions about the institution, its administration and the Faculty and Staff Association. It does not, however, constitute legal immunity.

Academic Freedom includes the right of faculty members to teach. This includes the right to discuss the curriculum; engage any topic or viewpoint related to the curriculum; to enable free discussion and inquiry of controversial subject matter; and to determine course content and textbooks in a manner consistent with institutional policy. The faculty member has the right and responsibility to present controversial subject matter in such a way as to encourage free discussion, inquiry and expression.

Academic Freedom and critical inquiry depend on the free and uncensored pursuit of scholarship and the open communication of the results of intellectual investigation. It includes the right of faculty members to full freedom in the pursuit of scholarship and research, subject only to the satisfactory performance of other academic duties. Members shall have the right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.

Academic Freedom includes the right of faculty to read and learn, including the right to access, acquire, and preserve textual, visual, documentary and creative source materials in all forms; and to do so in an environment in which university libraries, archives or other repositories shall not proscribe, remove or censor materials because of doctrinal, prejudicial or partisan reasons.

Librarians have a responsibility to protect academic freedom and are entitled to full protection of their own academic freedom. Within the context of their professional responsibility to maintain and develop the University Library holdings and information systems on the basis of the needs of Faculties, Schools, Academic Departments and the financial resources allocated to the Library. Librarians have the right to express their academic judgement in the development of the Library and the obligation to make the collection accessible to all users in accordance with the University Library policies, even if the materials concerned are considered controversial.

All employees of UFV are citizens, and are entitled to speak, write or act as citizens, and to express opinions on matters of public interest, without institutional censorship or discipline. However, employees should make every reasonable effort to ensure that when they are expressing personal views, they are not seen as spokespersons or representatives of UFV.

Where academic freedom is invoked in defence of a particular practice, an evaluation of the practice shall be undertaken by a community of peers, in this case represented by a six-member Board of Appeal appointed by the University of the Fraser Valley Senate. One appointee shall consist of the UFV President, or his or her designate. The balance of the appointees shall consist of faculty. The procedure to be followed shall be determined by the Senate on recommendation of this committee of peers in each case.

Any disciplinary action taken as a result of the above practice is the responsibility of the Employer and is subject to the grievance procedure.

10.7 Harassment

Definitions, procedures and rights of parties involved in disputes involving personal harassment are described in UFV Harassment Policy ~~14025~~ 18

- (a) **Personal Harassment.** Employees shall not be subject to personal harassment. Violations shall be dealt with through UFV policy number ~~14025~~ 18
- (b) **Sexual Harassment.** Employees shall not be subject to sexual harassment. Definitions, procedures, and rights of parties involved in disputes about sexual harassment are described in UFV Harassment Policy ~~14025~~. Violations shall be dealt with through UFV Harassment Policy number ~~14025~~ 18
- (c) **Other forms of Harassment.** Employees shall not be subject to other forms of harassment. Definitions of other forms of harassment, procedures, and rights of parties involved in disputes are described in UFV Harassment Policy ~~14025~~. Violations shall be dealt with through UFV Harassment Policy number ~~14025~~ 18
- (d) An employee named in a harassment case shall be entitled to an Association advocate, whose role will be to provide support for the member by listening to the member's concerns, providing information on rights, options, and procedures, and, where appropriate, attending meetings or hearings in an informal capacity as a support person and recorder.
- (e) Where a complaint regarding an Employee is referred to the formal investigation process, the Parties will mutually agree to the investigator to be appointed. Mutual Agreement shall not be unreasonably withheld by either Party. If the Parties cannot mutually agree within five (5) working days of the Employer notifying the Association of the need to appoint an investigator, the Employer will appoint the investigator.

10.8 Employment Equity

Employment equity shall be dealt with through UFV Educational and Employment Equity policy 16440-23.

11.6 Selection Advisory Committee

- (c) For the purposes of nominating and electing University members to an SAC, the appropriate areas are defined as follows:

Faculty:

Instructional Faculty SAC's:

All Type "B" and Type "A" members of the department/functional area

~~Non-teaching~~ Academic Support Faculty SAC's:

All Type "B" and Type "A" members of the department/functional area

Director (non-instructional) SAC's:

All Type "B" and Type "A" members of the department/functional area

11.6 Selection Advisory Committee

- (f) Standing Selection Advisory Committees for the purpose of work allocation or the hiring of Limited Term and Sessional ~~employees~~ faculty will be formed for each department by the Employer no later than April 15th each academic year.
 - (g) Where time is of the essence, the Selection Advisory committee may be waived in the hiring of Limited Term and Sessional ~~employees~~ faculty. When this article is used, the Administrator shall provide the Human Resources Department and Contract Administrator with a brief written explanation as to why this clause is being invoked, prior to the issuing of the contract of employment.
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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 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 (3) years, commencing between ~~May~~ June and August at the area's discretion.

The Head shall normally receive an evaluation no later than the end of the second year and an evaluation in the fall of the last year of the appointment. The timing of the first evaluation will be at the discretion of the Dean.

Following the initial evaluation, the Dean shall confirm whether the Head shall continue for the remaining years of the appointment.

The expectation is that the position of Head ~~be rotated~~ ~~is intended to rotate~~ among eligible members of the ~~area~~ 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 a second three-year term 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 ~~instructional area~~ department or program to demonstrate to the Dean and the Association that all other eligible members have had an opportunity to submit an application ~~been offered the opportunity to serve as Head before the current Head's application for an additional term is accepted.~~ Consecutive reappointments after a ~~second three-year term~~ shall be for a minimum term of ~~one (1) year~~ two or a maximum term of ~~two (2) three years~~ depending on the needs of the area in consultation with the Dean. ~~for Heads, at the area's discretion.~~

(d) Procedure for Selecting the Head

(i) In the last year of a Head's term, in preparation for issuing a call for applications, the Dean will consult with the area's Standing SAC on the requirements for the position and the release time associated with it. a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:

(ii) The Dean will invite applications for the position of Head from all eligible B faculty in the area, ensuring the invitation is sent to eligible B faculty sufficiently in advance of the end of the current Head's term to allow the application process to be completed in a timely manner.

(iii) The letter of invitation will set out the requirements for the position established in consultation with the Standing SAC, noting any specific priorities to be addressed, and will outline the provision for release from teaching workload anticipated for the term of appointment.

- (iv) Applicants shall address in their applications the requirements and priorities set out in the letter of invitation, and provide a CV and any other documentation they individually deem relevant.
- (v) The Dean will forward applications to the Standing SAC who will review the applications and determine the advisability of scheduling presentations; and determine the name or names of candidate(s) to be forwarded to a vote among the eligible members. The vote will be carried out by the Dean's office who will report the total number of votes for each candidate.
- (vi) Where the vote results in a majority recommendation for any single candidate, the Standing SAC shall formally recommend that candidate to the Dean. If the recommendation is accepted by the Dean, the recommended candidate shall become the next Head. If the recommendation of the committee is not accepted by the Dean, the Standing SAC shall continue meeting in order to recommend another candidate. Should no eligible member of the department be recommended as a result of the continued deliberations of the Standing SAC, the Dean will advise the department in writing of this result and appoint an interim Head for a period of one (1) year but not more than two (2) years, depending on the needs of the area in consultation with the Dean. A copy of this notice will be provided both to Human Resources and to the FSA.
- (vii) Where the vote does not result in a majority recommendation for any single candidate, the Dean may appoint an interim Head. Interim Head appointments will normally be for a minimum term of one (1) year but not more than two (2) years, depending on the needs of the area in consultation with the Dean.
- (viii) Where the call for applicants results in no applications, the Dean will normally reissue the call and, after consultation with the Standing SAC, subsequently determine the need to appoint an interim Head for a period of one (1) year but no more than two (2) years, depending on the needs of the area in consultation with the Dean.
 - 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.~~
 - 2. ~~Members who intend to apply for the position of Head must refuse nomination or appointment to the selection committee.~~
 - 4. ~~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.~~
- (viii) ~~The committee shall:~~
 - 1. ~~review the requirements of the position including the needs of the area. In doing so, the committee will reference discussions held at the department level concerning the general criteria to be applied, which takes into account both the university's strategic and educational plans and any planning documents at the department level;~~
 - 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.~~

(viii) ~~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. Should no eligible member of the department be recommended as a result of the continued deliberations of the committee, the dean will advise the department in writing of this result and appoint a temporary head. Copy of this notice will be provided both to HR and the ISA.~~

~~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 Directors of Instructional Schools

(a) Members of an Instructional School

All members of an instructional area on Type A or Type B contracts are eligible to vote in the following procedures.

(b) Eligibility to Serve as Director of an Instructional School

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

(c) Term of the Director's Appointment

The Director shall be appointed for a term of five (5) years, commencing between ~~May and~~ August at the area's discretion.

The Director shall normally receive an evaluation no later than the end of the second year and an evaluation in the fall of the last year of the appointment. The timing of the first evaluation will be at the discretion of the ~~Dean~~.

Following the initial evaluation, the Dean shall confirm whether the Director shall continue for the remaining years of the appointment.

The expectation is that the position of Director is intended to be rotated among eligible members of the ~~areadepartment or program~~ wherever feasible. Eligible members include those members who are judged to be qualified by an SAC. A current Director may apply to continue a second five-year term following the process below for selecting a Director.

After a Director's second term, the position shall be considered vacant, and cannot automatically be filled by the previous incumbent. The onus will be on the instructional areadepartment or program to demonstrate to the Dean and the Association that all other eligible members have had an opportunity to submit an application ~~been offered the opportunity to serve as Director before~~ the current Director's application for an additional term is accepted. Consecutive reappointments after a second five-year term shall be for a minimum term of two (2) years ~~two~~ or a maximum term of four (4) five years depending on the needs of the area in consultation with the Dean. ~~for Directors, at the area's discretion.~~

(d) Procedure for Selecting the Director

- (i) In the last year of a Director's term, in preparation for issuing a call for applications, the Dean will consult with the area's Standing SAC on the requirements for the position and the release time associated with it. a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:
 - (ii) The Dean will invite applications for the position of Director from all eligible B faculty in the area, ensuring the invitation is sent to eligible B faculty sufficiently in advance of the end of the current Director's term to allow the application process to be completed in a timely manner.
 - (iii) The letter of invitation will set out the requirements for the position established in consultation with the Standing SAC, noting any specific priorities to be addressed, and will outline the provision for release from teaching workload anticipated for the term of appointment.
 - (iv) Applicants shall address in their applications the requirements and priorities set out in the letter of invitation, and provide a CV and any other documentation they individually deem relevant.
 - ~~(i)(v)~~ The Dean will forward applications to be considered to the Standing SAC who will review the applications and determine the advisability of scheduling presentations; and determine the name or names of candidate(s) to be forwarded to a vote among the eligible members. The vote will be carried out by the Dean's office who will report the total number of votes for each candidate.
 - (vi) Where the vote results in a majority recommendation for any single candidate, the Standing SAC shall formally recommend that candidate to the Dean. If the recommendation is accepted by the Dean, the recommended candidate shall become the next Director. If the recommendation of the committee is not accepted by the Dean, the Standing SAC shall continue meeting in order to recommend another candidate. Should no eligible member of the department be recommended as a result of the continued deliberations of the Standing SAC, the Dean will advise the department in writing of this result and appoint an interim Director for a period of one (1) year but not more than two (2) years, depending on the needs of the area in consultation with the Dean. A copy of this notice will be provided both to Human Resources and to the FSA.
 - (vii) Where the vote does not result in a majority recommendation for any single candidate, the Dean may appoint an interim Director. Interim Director appointments will normally be for a minimum term of one (1) year but not more than two (2) years, depending on the needs of the area in consultation with the Dean.
 - ~~((i)(viii))~~ Where the call for applicants results in no applications, the Dean will normally reissue the call and, after consultation with the Standing SAC, subsequently determine the need to appoint an interim Director for a period of one (1) year but no more than two (2) years, depending on the needs of the area in consultation with the Dean.
1. At least fifty percent of the committee shall be composed of Type B members 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. ~~Members who intend to apply for the position of Director must refuse nomination or appointment to the selection committee.~~
4. ~~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, part-time faculty, other interested areas, and various campuses.~~

(iii) ~~The committee shall:~~

1. ~~review the requirements of the position including the needs of the school in consultation with the dean; in doing so, the committee will review the existing position description and discussions held at the school level concerning the general criteria to be applied, taking into account both the university's strategic and educational plans and any planning documents at the school level;~~
2. ~~call for applications for the position of Director by notifying each member of the area and providing a description of the duties and responsibilities, and necessary qualifications approved for the position;~~
3. ~~review candidates for the position;~~
4. ~~recommend a candidate to the Dean and school for appointment as Director. When arriving at its recommendation, the committee shall consider the importance of drawing leads from various campuses and groups within the school.~~

(iv) ~~The appropriate Dean and school shall each decide whether to accept the recommendation of the committee.~~

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

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

~~Should no eligible member of the school be recommended as a result of the continued deliberations of the committee, the dean will advise the school in writing of this result and appoint a temporary Director. Copy of this notice will be provided both to HR and the FSA. In exceptional circumstances, the position of Director may be filled through an external search process; the decision of the dean to refuse this option is final.~~

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

ARTICLE 12: APPOINTMENTS

12.1 Type A Staff Appointments

(a) Appointments

- (i) Employees who are hired for positions which are intended from the outset as permanent, ongoing positions will be identified as Type A status staff at the time of their initial hiring.
- (ii) The Employer maintains the right to post a permanent Type A position within one (1) years time of the original temporary posting if it becomes known that the position will be permanent.
- (iii) All permanent employees recognize UFV as his or her primary employer and should the employee choose to work for another employer, such work must not interfere with his or her participation in and fulfillment of assigned duties within his or her department.

(b) Probationary Period

All new appointees to Type A staff positions will serve an initial probationary period of 1824 hours in one position in one department. During the initial probationary period, a probationary employee may be transferred, laid off, or dismissed for any stated reason.

(c) Reappointments

At least one (1) month prior to the completion of an employee's initial probationary appointment to a Type A contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.

Reappointment subsequent to the initial probationary period may be made for:

- (i) a continuing appointment without term; or
- (ii) a second and final probationary period of 912 hours~~three (3) months~~. In the case of a final probationary period, the employee shall be advised, at least two (2) weeks 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. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavourable evaluation reports as in ARTICLE 13: (EVALUATION), or if the probationary employee has been laid off or dismissed prior to the end of the period of his or her probationary appointment. During the final probationary period, dismissal or layoff will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the probationary employee stating the reasons for and nature of the action.

(d) Trial Periods

- (i) At any time during a continuing appointment, if there is cause for concern about an employee's performance as a result of unfavourable evaluation reports or other just cause, the employee may be placed on a trial period not exceeding 456 hours~~three (3) months~~ for employees in pay groups two to four (2-4) inclusive, and not exceeding 912 hours~~six (6) months~~ for employees in pay groups five (5) and above inclusive, with complete access to the grievance procedure.

- (ii) At the time of notification of placement on a trial period, the Employer shall provide written notice to the employee of the length of the trial period and the 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.
- (iii) At the end of the trial period, the employee shall be re-evaluated and, as a result of the re-evaluation, shall be returned to a continuing appointment without term unless there is cause for termination as per ARTICLE 14: (TERMINATION AND DISCIPLINE), or unless, by mutual agreement between the employee, the Employer, and the Association, a second trial period (not exceeding the time allowed for the first trial period) is considered an appropriate alternative to termination.
- (iv) There shall be no more than one (1) trial period in succession, except as provided for in Article 12.1(d)(iii) above (Trial Periods).
- (v) There shall be no more than two (2) trial periods within any two (2) year period.

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.

(c) Reappointments

- (i) In the event that the work being performed by an employee with a Type C Contract appointment will continue beyond the end of the specified term of the appointment, or the end of the maximum twelve (12) month limitation, the Employer shall offer reappointment to the same employee for the purpose of completing the same work unless evaluation results are unsatisfactory.

- (ii) Failure to reappoint to a subsequent Type C Contract for which the employee is qualified and has the most seniority is grievable.
- (iii) At least one (1) month prior to the completion of an employee's initial probationary appointment to a Type C contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.
- (iv) Reappointment subsequent to the initial probationary period may be made for:
 1. An additional Type C appointment; or
 2. A final probationary period of 912 hours ~~or 4740 minutes~~. In the case of a final probationary period, the employee shall be advised, at least two (2) weeks 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. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavourable evaluation reports as in ARTICLE 13: (EVALUATION), or if the probationary employee has been laid off or dismissed prior to the end of the period of his or her probationary appointment.
 During the final probationary period, dismissal or layoff will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the probationary employee stating the reasons for and nature of the action.

12.3 Type D Staff Appointments

(a) Appointments and Reappointments

- (i) Type D appointments will only be made where it can be determined in advance that the assigned duty load will be less than fifty percent (50%) 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) Type D Contract, concurrently or sequentially, cannot accumulate or add up periods of temporary employment in order to claim a Type C Contract appointment. 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 Type D Contract appointments without resorting to the posting and selection procedures applicable to Type A and Type B appointments.
- (iv) In the event that the work being performed by an employee with a Type D Contract appointment will continue beyond the end of the specified term of the appointment, or the end of the maximum twelve (12) month limitation, the Employer shall offer reappointment to the same employee for the purpose of completing the same work unless evaluation results are unsatisfactory.

(b) Probationary Period

- (i) Type D employees must work a minimum of (a) two years plus (b) 912 hours during that two-year period to conclude their probationary period. A Type D staff member is subject to Selection Advisory Committee procedures prior to the conclusion of this two-year, probationary period. The SAC 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.

- (ii) During the initial probationary period, a probationary employee may be transferred, laid off, dismissed or not reappointed for any stated reason.

12.4 Auxiliary II Staff Appointments

(a) Appointments and Reappointments

- (i) Appointments to an Auxiliary II position will be made when an Auxiliary I worker has worked more than 140 hours.

12.5 Regularization of Staff Employees

(a) 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.

(b) Qualifying For Regularization: Leave Replacements

Employees replacing Type A employees who are on one of the following leaves qualify for a Type A contract if they have met the SAC and evaluation conditions stated in 12.5(a)(i) and (ii) above and have completed three (3) consecutive appointment years at a workload of fifty (50%) percent or greater. These postings and ensuing contracts must indicate these are leave replacements.

- A. Education Leave
- B. General Leave
- C. Maternity Leave
- D. Political Leave
- E. Sick Leave and/or LTD Leave
- F. Association Releases
- G. Any combination of A-F

12.6 Type B (Permanent) Faculty Appointments (Excluding Teaching Faculty)

For the period of the 2014-2019 Collective Agreement, all Type B faculty excluding Teaching faculty will be appointed in accordance with Article 12.6.

(a) Appointments

- (i) 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.
- (ii) 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.
- (iii) A UFV permanent full-time faculty member must maintain UFV as the only employer with whom they hold a permanent full-time faculty appointment.
All permanent employees recognize UFV as his or her primary employer and should the employee choose to work for another employer, such work must not interfere with his or her participation in and fulfillment of assigned duties within his or her department.

(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:

- (i) A one (1) year trial period with complete access to grievance procedure.
- (ii) 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.
- (iii) 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.
- (iv) There shall be no more than one (1) trial period in succession.

12.7 Faculty Appointments for Teaching Faculty

UFV and the FSA affirm the primary importance of teaching for its faculty and the institution; the value of diverse forms of scholarship as an integral and enriching component of university teaching; and the significance and wide range of service as essential to faculty professional activities, community engagement, and academic governance.

Candidates for tenure and promotion will be assessed using the Standards for Tenure and Promotion for Faculty developed within the UFV departments and Faculties, and approved by the University Senate. These standards will apply to teaching; research, scholarly and/or creative activities; and service. They will reflect the working conditions at UFV, a teaching-intensive university that is primarily focused on undergraduate education, with relatively few graduate programs.

In the application of these standards a minimum of 60% of the assessment will be based on teaching, a minimum of 20% on one of service or scholarship, and a minimum of 10% on the remaining component.

In order for promotion and tenure to be fair and equitable, a clear and transparent assessment process must be followed.

(a) Appointments

- (i) All faculty appointments, full or part time, will be tenured, tenure-track, limited term, or sessional.
- (ii) A Tenured Appointment grants permanency of appointment to the Member and may be terminated only through resignation, retirement, dismissal for just cause, or other reasons specified in Article 12.7(d).
- (iii) Tenure-Track Appointments will normally be made at the rank of Assistant Professor. New faculty hires may apply for tenure during the third year of employment in exceptional cases, but most tenure-track faculty will apply during the fourth year and no later than during the fifth year. During this time, the University and the Member are afforded an opportunity for mutual appraisal. Tenure-track appointments end in a tenured appointment or in termination of the appointment. Tenure will not be granted without the achievement of the appropriate, recognized professional accreditation, the terminal degree, or the special conditions as may be set out in the letter of appointment. Faculty

denied tenure may be offered up to a one year terminal limited term appointment to facilitate their search for employment elsewhere.

Faculty granted tenure will simultaneously receive promotion to Associate Professor.

- (iv) Appointees who already hold or held titles of Associate or Full Professor at an accredited university might, upon recommendation of the Dean, be appointed with their previously earned titles.
- (v) Appointees who were already tenured at an accredited and/or recognized university may be appointed with tenure, upon recommendation of the Dean, contingent on successful completion of a one-year probation period.
- (vi) Appointees who were on a tenure-track position at an accredited and/or recognized university may apply for tenure after successful completion of a two-year probation period.
- (vii) Appointees under the Canada Research Chair program or to other externally-funded faculty positions who were already tenured at an accredited and/or recognized university will be considered tenured faculty, and be subject to all provisions of said faculty. All other Canada Research Chairs and externally-funded faculty positions will be considered tenure-track and may apply for tenure after completion of a two-year probationary period recognizing the need for consistency with the primary responsibilities of the externally-funded position.

(b) Probation

- (i) All appointees to tenure-track or tenured positions will be given a full listing of the criteria, developed at the department and Faculty levels and approved by the Senate, on which they will be evaluated. The Dean and Department head of the area will meet with the appointee to review the criteria and explain what can be expected during both probation and the tenure process.
- (ii) Except as provided for in Article 12.7(a), all initial probationary appointments to tenure-track or tenured positions will be for a period of two years, which will include four (4) semesters of regular teaching assignment or the equivalent teaching workload. Where an initial date of appointment is inconsistent with this requirement, the two year initial probationary appointment will be extended to enable fulfillment of the four (4) semesters of regular teaching assignment (or equivalent).
- (iii) An initial probationary appointment is intended to provide the university and the faculty member a mutual opportunity to assess the faculty member's suitability as an employee of the university. During an initial probationary appointment, and upon three months' notice, the university reserves the right to dismiss or layoff the faculty member for stated reason. Where the university has just cause to dismiss a faculty member, it reserves the right to do so without notice.
- (iv) At least three months prior to the completion of an initial probationary appointment, the Dean, in consultation with the department, will recommend whether the tenure-track faculty member shall:
 - 1. be appointed to a second probationary period, if eligible, and specifying any conditions/expectations attached;
 - 2. be appointed to a tenured appointment if eligible under 12.7(a);

3. be dismissed.

(c) Termination of Tenure-Track Faculty

In addition to the university's right to terminate a probationary faculty member pursuant to Article 12.7(b), termination may also occur in the circumstances listed in Article 12.7(d) below.

(d) Loss of Entitlement to Employment

(i) The Association and the University:

1. recognize the importance of tenure as a protection of academic freedom and the long-term commitment made by Teaching Faculty Members to an academic career;
2. acknowledge the importance of long range academic planning;
3. recognize that to serve the goals of the University as a learning environment for faculty, staff and students, the University must maintain the flexibility to add to, delete from and change its academic programs and approaches to learning;
4. recognize that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of members;
5. commit to the principles of openness, fairness and accountability in decisions or actions taken under this Article.

(ii) Tenured faculty will lose their entitlement to employment and all seniority rights where:

1. They voluntarily resign or otherwise terminate their employment, except as provided in Article 15.6 (Seniority on Re-employment or Recall)
 - a) Resignation. The faculty member will signify in writing in a letter to the dean of the area his or her intention of resigning. Whenever possible, this letter should be submitted six months before the resignation date.
 - b) Retirement. Whenever possible, irrevocable notice of the intention to retire must be provided in writing to the dean of the area at least six months prior to the retirement date.
2. They are discharged for just and reasonable cause and are not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement.
3. They are on layoff for more that fifteen (15) consecutive months.
4. They lose their recall rights in accordance with the terms of this Agreement.

(iii) Reasons for Layoff of Tenured and Tenure-track Faculty

The Employer shall be reasonable in the reason or reasons for layoff decisions. The reason or reasons for layoff must not be based on bad faith or discrimination against any tenured or tenure-track faculty member or members. Layoff will occur only for just and reasonable cause. The reasons will not include technological change. The reasons for layoff will be:

1. Discontinuance or partial discontinuance of a program for bona fide reasons, as determined by the UFV Board after receipt of advice from Senate.
 - a) Discontinuance or partial discontinuance of a program will take place only through approved procedures of Senate after a full hearing and consultation with the program area involved.
2. Changes to programs caused by directives of external authorities such as the Provincial government or outside accrediting bodies.
3. Serious economic constraints beyond the control of the university, supported by relevant budgetary documentation.
4. Health or Safety problems outside the control of the Employer.
5. The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.

(iv) Layoff Procedure

UFV will attempt to avoid layoffs of tenured and tenure-track faculty members by such means as early retirement, or transfer of the employee. Every reasonable attempt will be made to reassign tenured and tenure-track faculty within another department. Faculty who possess acceptable qualifications for transfer to another department may be offered a leave to prepare themselves for working in that department.

The principle of job security will be honoured in all budget decisions. The Employer will provide evidence to support its decision that some or all of the layoffs could not be prevented through non-salary reductions in the operating budget.

As soon as discontinuance is recommended to Senate, The FSA shall be notified of the possible lay off implications of such a decision.

At least one (1) month before a decision that results in layoffs is finalized, the FSA shall be informed of the proposed layoffs and provided with the relevant budgetary information on which the decision was based.

Layoffs will occur in this order: tenure-track faculty, tenured faculty in order of least seniority.

(c) Grandparenting for teaching faculty appointments

- (i) Upon written request to the Dean and submission of a current curriculum vitae, which includes the member's record of teaching, scholarship and service, and a brief statement on teaching philosophy, faculty who have successfully completed the IPEC process plus a three-year evaluation review ~~by August 1, 2013~~ will be granted tenure and, ~~with the exception of laboratory faculty,~~ assigned the rank of Associate Professor. All completed submissions must be received in writing by the Dean's office within three (3) months' of notification by the Dean of eligibility to apply for rank and tenure under the provisions of article 12.7(e)(i), by December 31, 2013. For the period of the 2014-2019 Collective Agreement, laboratory faculty will be granted tenure without rank. ~~Rank for laboratory faculty will be developed in accordance with the LCA on Tenure and Promotion for recommendations for consideration by the parties' respective principals prior to the next round of negotiations.~~

- I. Current faculty who have successfully completed the IPEC process plus a three-year evaluation review and who do not submit a written request as specified in 12.7(e)(i) above will be considered tenured faculty, and subject to the same ongoing tenured faculty evaluation processes as stipulated in Article 13.5, but will, with exceptions noted in 12.7(e)(i), be granted the rank of Assistant Professor.
- (ii) Current post-probationary faculty with less than five years of accrued service will be granted tenure and assigned the rank of Associate Professor under the terms of 12.7(e)(i) upon completion of the three-year evaluation review. In the interim, these faculty will be on a continuing appointment as an Assistant Professor.
- (iii) All faculty currently in the IPEC process, upon successful completion of their IPEC probationary period and fulfillment of the three-year evaluation period, will be granted tenure and assigned to the rank of Associate Professor upon fulfillment of the requirements under the terms described in 12.7(e)(i) above. In the interim, these faculty will be on a probationary appointment as an Assistant Professor.
- (iv) Current faculty who have completed the IPEC process and already hold or held the title of Full Professor at an accredited university and/or recognized may, upon recommendation of the Dean, be assigned the rank of Professor.
- (v) Current faculty who were already tenured at an accredited and/or recognized university may be granted tenure after successful completion of their one-year probation period.
- (vi) Current faculty who were on a tenure-track position at another accredited and/or recognized university may, after successful completion of a two-year probation period, elect to continue under the Grandparenting provision Article 12.7(c)(ii) or to apply for tenure under the regular appointment provisions of Article 12.7(a)(vi).
- (vii) Current Canada Research Chairs or other externally-funded faculty positions who were already tenured at an accredited and/or recognized university may be granted tenure after successful completion of a one-year probationary period. All other Canada Research Chairs and externally-funded faculty positions will be considered tenure-track and may apply for tenure after completion of a two-year probationary period.
- (viii) Associate Professors may apply for the rank of Full Professor as soon as the standards and the committee structure for promotion and tenure are in place.
- (ix) Employees with unusual contract histories, such as those who have served in both teaching and administrative or other non-teaching capacities during their employment at UFV, may, upon recommendation by the Dean, be eligible for promotion to Associate or Full Professor. [This clause will not come into effect until the committee structure and standards for promotion and tenure are implemented].

12.9 Limited Term Appointments

- (a) Limited Term Appointments are appointments which are twelve months in duration, carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Duties of Limited Term faculty fall within Article 18.1, specifically the Teaching and Service components. These faculty are expected to be available for student consultation and to fulfill some departmental service responsibilities which may include service on university wide committees.
- (h) Implementation of Limited Term Appointments
 - i. For the 2013-14 academic year, the university will endeavor to implement Limited Term Appointments wherever feasible up to the number of approved and implemented Teaching Faculty Sabbaticals for the 2013-14 year.
 - ii. Commencing in the 2014-15 academic year, the university agrees to fund a maximum of 30 Limited Term Appointments in the 2014-15 academic year.
 - iii. In the 2015-16 academic year the number of funded Limited Term Appointments will be increased to a maximum of 35.

Subsequent to the 2015-16 academic year, the number of funded Limited Term Appointments will be a maximum of 40 in the applicable academic year.

On September 30th of each year, the university will report the number and distribution of Limited Term Appointments made in the previous academic year to LAM.

12.12 Transfers, Promotions or Bumping to a Different 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 912 hours ~~(6) months~~.

15.2 Seniority Lists

- (a) Not later than March 31st ~~of each~~ of each calendar year, the Employer will provide the Association with a seniority list, with seniority calculated to December 31st ~~June 30th~~ of the previous ~~same~~ calendar year. The list shall contain the name of every employee of UFV, including those whose names appear on the current recall list. Should unusual circumstances occur, the Association can request the seniority list be published one other time during the calendar year.

15.3 Employee Appointments: Limitations on Seniority

- (a) In exercising seniority rights on contracts for which they are qualified, Type C and Type D employees who subsequently receive a Type A appointment will carry their accrued seniority. Such accrued seniority will then be recognized for all purposes of this Agreement relative to his or her Type A appointment.
 - (b) In exercising seniority rights on contracts for which they are qualified, limited term and sessional faculty can exercise only departmental seniority. Limited term and sessional faculty employees who subsequently receive a Type B appointment will carry 80% of their accrued seniority to their new appointment. Effective January 1, 2016, limited term and sessional faculty employees who subsequently receive a Type B appointment will carry 100% of their accrued seniority to their new appointment. Such accrued university seniority will then be recognized for all purposes of this Agreement relative to his or her Type B appointment.
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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 normally or regularly be combined. Combination may be permitted on occasion to facilitate an employee attending a medical, dental or similar appointment. ~~and~~ No untaken rest period will be paid in lieu.

ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

18.1 ~~Teaching Faculty Duties~~

~~The University of the Fraser Valley is a primarily undergraduate, teaching university. Therefore, while recognizing that the professional obligations and commitments of its Teaching Faculty members fall into the categories of teaching, scholarship and service, the parties recognize that the assignment or distribution of workload must be in accordance with the principle that teaching is the primary obligation and commitment of all Teaching Faculty at UFV. With this understanding, 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.~~

18.2 Teaching Faculty Duties

(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, or hybrid course delivery, whether in classroom, laboratories, open or closed shops and/or end-studios. The work for such courses entails course design and preparation, evaluation, marking and grading, and student consultation and advice
- Scheduled teaching for Laboratory instructors is the teaching of laboratory section component of courses designed and delivered as lecture/laboratory courses in the departments of Biology, Chemistry, Physics, Geography and Kinesiology.
- Unscheduled teaching may include, but is not limited to, supervision of research theses and projects, practica, internships, field or study tours, directed-reading, and independent studies and as well as individual mentoring and counselling students on academic matters,

(b) Service

Service may ~~include~~ involve activities that are performed at the level of the department or area, the institution, or the wider community served by UFV, including 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 may 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
- Contributing to the scholarship of Teaching and Learning
- Developing and disseminating intellectual or academic work through presenting workshops or papers or being a panel member at a conference
- Participating in workshops or conferences
- Inventing or enhancing a piece of equipment or a physical instrument

~~18.2 Reassignment of Teaching Faculty Workload Scholarship~~

~~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 24.2 (Professional Development Funds).~~

- ~~(d) Scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.~~
- ~~(e) 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/Directors are responsible to the deans for managing department resources, including scheduling course offerings to be responsive to student needs and support department/area program and enrolment goals. Department/area members' proposed annual workloads, including proposals for exceptions (article 18.13), will be finalized for the upcoming academic year through a fair, consultative and transparent process, which normally includes a duly constituted department or area meeting. In assigning instructional load, the Head/Director, in consultation with the department, will consider the proposed scholarly and service commitments of faculty members, and the need to ensure equity in the allocation of workloads. 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
- ~~(e)~~

- (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
- ~~(xii)~~ The number of directed or independent studies courses

(c) Upon completion of the workload assignment process, the Department Head/Director will submit the year's department workload assignments to the Dean for approval:

(d) 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 24.2 (Professional Development Funds). 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). Scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.

(e) Upon the recommendation of the departments, and with the approval of the appropriate Dean, ~~instructors-~~ faculty 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).

(f) 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.

(g) 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.

(h) 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.

(i) 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).

(j) 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.

- (k) 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.
- (l) 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 Teaching~~ Faculty in an equitable manner.
- (m) 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.
- (n) 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 ~~4, 5, or 6~~ Tenure and Tenure-track 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~~ Faculty 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 11 lab sections per year.

18.5 Workload for Faculty in Science and Physical Geography ~~Faculty and Science & KPE-Kinesiology and Geography Lab Instructors~~

For the purposes of this section, Science faculty are defined as those who teach in the departments of Biology, Chemistry ~~and~~ 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 22.9 (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, & Kinesiology and Geography 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 & Kinesiology and Geography Lab Instructor workload
of 11
with 1st year labs weighted 1.0 and 2nd, 3rd, and 4th weighted 1.57 (11/7)

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

18.7 Teaching Loads of Vocational Faculty

- 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.
- 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**
 - (i) 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 Work Load 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 up to one course reassigned to these tasks.

18.11 Overloads

- (a) No faculty employee shall be required to teach an overload.
- (b) Regular faculty work plans are normally developed and approved for each academic year. Type B teaching faculty may request up to three (3) overload sections within an academic year. Faculty whose work plans include requested overload sections will be paid for overload sections once they have fulfilled their regular workload requirements for that academic year.
- (c) Faculty may bank overload sections to be used later for release of up to a maximum of four (4) 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 for consideration 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 18.5(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 in consultation with the area.~~ The Dean will consider any relevant factors, including but not limited to pedagogy (course and curriculum issues, teaching and learning strategies, assessment); resource and institutional support issues; and issues of safety.
- (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 a ~~individual course section~~ may not be unilaterally increased by management. The department ~~members and instructor~~ must consent by majority vote, in writing to the increase.
- (d) The class size of a ~~individual course section~~ may not be unilaterally decreased by ~~an instructor or the 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 or courses, they may apply to a joint review committee composed of the Associate Vice President of Human Resources, the Provost and Vice President, Academic, 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 Associate Dean.

18.14 Assignment of Courses for Faculty

Sessional Faculty may request that a Standing SAC review their qualifications to teach a course or courses they have not been previously qualified to teach. Available work will be distributed to department members in the order specified below, pursuant to Article 18.3 (b).

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. The names of the Sessionals to whom this step applies and the workload to which they are entitled under this step will be maintained in Human Resources and made available to the Association and applicable department heads and/or Deans. Courses fulfilling workload at this step may be offered and assigned on a semester by semester basis within any academic year. Sessionals who have only taught one course at UFV before 1st April 2003 are excluded from this section, but will be included in Step 7 below.

Step 4 Limited Term Appointments (as per Article 12.9).

Step 5 Type B teaching faculty working at 100% workload fractions for their area shall be offered up to, but no more than three (3) requested and available overloads per academic year. Overloads under this step will be made in successive rounds, one course to each B faculty member, by seniority, for specific courses in specific semesters, provided they are qualified. the first of the three allowable overloads per academic year, one course, by seniority, provided they are qualified. Subsequent to the conclusion of this process, B faculty members cannot substitute or replace overloads by exercising seniority rights to any other available courses.

Step 6 Sessionals who have worked during the previous two academic years shall be offered the same amount of workload as the previous academic year before, by seniority in their position and by qualifications, up to a maximum of three (3) courses. In the event a Sessional faculty member accepts a course under this step that is subsequently canceled by the University, mutually acceptable arrangements to replace the course will be explored. These will include, but not be limited to, a right of first refusal to unassigned courses in a subsequent semester within the same academic year. Where such arrangements are not possible, the Sessional faculty member will be entitled to exercise seniority rights to a course allocated in Step 8 7 below provided the Sessional faculty member is qualified to teach that course.

Step 7 Recognizing the regular department/area full-time course load plus three (3) overload university-wide limit for three (3) overload limit for Type B all teaching faculty, including LTAs and Sessionals, and the ten (10) section limit for Sessional faculty (all departments), all remaining sections will be assigned at the discretion of the Department Head and may be on a semester by semester basis within any academic year.

Available courses at this step will be offered and assigned in successive rounds, one course to each Sessional and Limited Term faculty member by department seniority and qualifications.

All workload assignments are subject to the approval of the dean of the area. All workload assignments are subject to the approval of the dean of the area, and only

will the dean approve a workload in excess of the three allowable overloads per academic year. In

~~assigning additional available courses sessionals and type B faculty with the offered additional courses as available, beginning with sessionals, by seniority and qualifications, one course to each individual, in successive rounds. No individual gets a second course until all qualified members have been offered a first course, and so on.~~

~~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, and only in exceptional circumstances will the dean approve a workload in excess of the three allowable overloads per academic year. In assigning additional available courses, sessionals and type B faculty will be offered additional courses as available, beginning with sessionals, by seniority and qualifications, one course to each individual, in successive rounds. No individual gets a second course until all qualified 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 1st 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 Human Resources.

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 UFV 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 employee performance management of staff employees as described in Article 4.1(b) and 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.

In March of each year, the Labour and Management Committee (LAM) will provide the Union with a report on Department Head releases, stipends and compensation in lieu of releases.

21.5 Rate of Pay on Transfer or Promotion

- (a) Employees permanently transferred to a lower paying position shall be paid at the increment rate for the new position that is immediately lower than that which they had been receiving.
- (b) Employees transferred to another position which has the same pay rate as the employee's former position, shall be given no change to their rate of pay or increment anniversary date.
- (c) Employees promoted to a higher paying position, shall receive the increment rate for the new position which is not less immediately higher than the increment rate immediately higher to the one they had received in their previous position.
- (d) Transfers or promotions shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise specifically be provided in this Agreement.

21.6 Rate of Pay on Reclassification

- (a) Where an employee's position is reclassified to a higher pay group, the employee shall then be paid at the new pay rate which is immediately higher than he or she had previously been receiving.
 - (b) No employee shall have his/her wages reduced because of reclassification. When a position is reclassified to a lower rated pay group, any incumbent employees shall continue to receive the same rate of pay they had been receiving, but will not receive any further increments or pay increases until such time as the new rate for appropriate service in the reclassified position equals or exceeds the rate the employee has been receiving.
 - (c) Reclassification shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise be specifically provided in this Agreement.
 - (d) An employee may grieve improper classification.
-

21.11 Pay Days

Employees shall be paid semi-monthly. Pay will normally be by way of deposit to the credit of a staff/faculty member's account in a savings institution identified by the employee. ~~Pay shall be issued at the employee's normal place of work or at such place as the employee may request in writing and of which the Employer approves.~~

22.14 Type B Faculty and Sessional Daily and Hourly Schedules

23.2 Mileage

- (a) Employees required to use private vehicles for UFV business will be reimbursed at the rate of fifty cents (50) cents per kilometre effective September 1, 2008. Effective the first pay period after March 31, 2016, the rate will be fifty-two cents (\$0.52) per kilometre. Effective the first pay period after March 31, 2017, the rate will be fifty-three cents (\$0.53) per kilometre. Effective the first pay period after March 31, 2018, the rate will be fifty-four cents (\$0.54) per kilometre.

Only mileage actually traveled will be eligible for compensation.

All mileage for which a claim is made must be approved by the employee's immediate supervisor.

- (b) UFV will purchase the difference between business insurance and regular insurance for employees who are normally required to travel on UFV business more than four (4) times per month. This includes those faculty who travel between campuses to teach, etc.
- (c) Type A and B and Limited Term employees will be assigned a home campus as their designated place of work. For the purposes of mileage calculation, Sessionals teaching a 50% or greater annual duty load in two consecutive semesters will be assigned to the campus where the majority of their teaching load will take place. Type D employees and Sessionals teaching a less than 50% duty load (semester based) do not get mileage to travel between campuses.

25.11 Notification to Re-Enter

Staff shall provide written notice to their senior administrators at least forty (40) work days before expiry of the leave period showing their intent to re-enter from leave taken under ~~Article 24.3(b)(ii) (Assisted Long-Term Educational Leave)~~ and Article 24.3(d) (**Unassisted Educational Leave (Faculty or Staff)**), ~~Article 24.3(e) (Assisted Short-Term Educational Leave for Academic Staff)~~, Article 25.5 (General Leave) and Article 25.6 (Political Leave).

Faculty granted leave shall provide written notice to their senior administrators of intent to re-enter from leave at least one hundred and twenty (120) work days before the expiry of the leave period.

Not later than (15) work days in advance of the deadline for notification to re-enter, the Employer shall contact employees by registered mail to an address to be provided by the employees. The notice will inform employees of their contractual obligations to give notice of re-entry and of the date on which notification is required.

If an employee on leave fails to submit notification of intent to re-enter before the expiry of the prescribed time limit, the Employer may deem that employee to have resigned

- (a) on the date upon which leave of absence without pay commenced, or
- (b) on the date upon which leave of absence with pay expires.

26.5 Qualifications on STD/L Absences

The following qualifications apply to any claim for benefits under the STD/L plan:

- (a) **Casual Absence:** An absence of four (4)~~three (3)~~ consecutive work days or less due to illness or injury will be referred to as a "casual absence" and will not normally require a physician's certificate. However, where there appears to be excessive use or abuse of such absences, medical certificates acceptable to the Employer may be required.
- (b) **Extended Absence:** An absence of more than four (4)~~three (3)~~ consecutive work days due to illness or injury will be referred to as an "extended absence". A medical certificate acceptable to the Employer shall be required for any such absence.
- (c) **Recurrent or Persistent Absence:** In cases of recurrent or persistent absences due to illness or illnesses, the Employer may:
 - (i) require a medical evaluation of the employee's suitability for continued employment, and/or
 - (ii) require employees to take sick leave until they can produce medical evidence acceptable to the Employer that they are again fit for their employment.
- (d) **Quarantine:** In the event that employees are placed under quarantine due to the illness of others, the employees will be entitled to receive STD/L benefits in the same manner as they would if they were suffering from the illness.

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

30.1 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.

30.2 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 as amended from time to time. ~~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.~~
- ~~(b)~~ The committee(s) membership will consist of at least four (4) members or, if a greater number of members is required by regulation, that greater number. Membership will consist of worker representatives and employer representatives, at least half of whom must be worker representatives; and with two (2) co-chairs, one selected by the worker representatives and the other selected by the employer representatives.
- ~~(c)~~ The Faculty and Staff Association representatives will be selected from workers who do not exercise managerial functions for the employer.
- ~~(d)~~ The employer representatives will be selected by the employer from among persons who exercise managerial functions for the employer.
- ~~(e)~~ Subject to the requirement to meet regularly at least once a month unless another schedule is permitted or required by the regulation, the joint committee will establish its own rules of procedure, including rules respecting how it is to perform its duties and functions.
- ~~(e)(f)~~ 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 and the Association, and WorkSafe BC.
- ~~(d)(g)~~ The Committee shall make recommendations as necessary to the employer 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. Pursuant to the regulation, if a committee sends a written recommendation to the employer with a written request for a response from the employer, the employer will respond in writing to the committee within 21 days of receiving the request, either (a) indicating acceptance of the recommendation, or (b) giving the employer's reasons for not accepting the recommendation. Where it is not reasonably possible to provide a response before the end of the 21-day period, the employer will provide within that time a written explanation for the delay, together with an indication of when the response will be provided.

- (h) ~~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.~~
- (i) All investigations of workplace accidents or injuries will be consistent with regulations; will be carried out by persons knowledgeable about the type of work involved; and if they are reasonably available with the participation of the employer or a representative of the employer and a worker representative. The employer will ensure that an incident investigation report is prepared in accordance with the regulations, and that a copy of the incident investigation report is provided to the joint committee.
- (e)(j) Any employee within UFV may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.

30.3 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. All~~ employees must take reasonable care to protect their health and safety and the health and safety of other persons who may be affected by their acts or omissions at work, and comply with applicable legislation, regulations and any applicable orders.
- (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.~~
- (e)(b) No employee will be reprimanded or disciplined for failure to report any injury or accident, in the above.

30.4 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.

30.5 Safety Clothing and Equipment

- (a) An employee may request the Human Resources 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 Human Resources, 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.

30.6 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.

30.7 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.

30.8 Occupational Health and First Aid Committee Meetings

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.

~~30.8 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 LFA may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.~~

30.9 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.

Appendix "A"

LETTER OF UNDERSTANDING ON THE COMPUTER PURCHASE PLAN

UFV agrees to open the Computer Purchase Plan for the duration of this contract (one application per employee per fiscal year).

Applications will be accepted from April 1, 2014~~2~~ to March 31~~September 30~~, 2019~~5~~.

Should applications exceed 80, the Association Negotiations Chair and the Associate Vice President of Human Resources will review to see if it is still fiscally possible to continue offering the plan or if some applications will be postponed to the next fiscal year.

The maximum dollar value is limited to \$2,000.00. Exceptions will be considered by the Assistant Vice President of Human Resources.

Appendix "B"

LETTER OF AGREEMENT ON DEVELOPMENT ALLOWANCE ADJUSTMENT

It is agreed that for the duration of the 2012-2014 contract those employees in the faculty component who have reached the top step of their scale between April 1, 2003 and March 31, 2004 shall receive a \$700 per FTE increase in the Training and Development Allowance. This payment to be made after metrics are provided to PSEA and PSEC showing productivity savings have been achieved. Directors are not included.

LIST OF EXCLUDED POSITIONS

The parties mutually agree that persons occupying the following positions are excluded from the bargaining unit. Refer to Article 2.1 for information on the reasons for these exclusions.

University President
 University Vice-Presidents
 Associate Vice-Presidents
 Deans of Faculties
 Associate Deans of Faculties
 University Secretary
 University Secretary & Registrar
 Pursar/Chief Financial Officer & VP Administration
 Chief Information Officer
 Primary Assistants to the above positions
 Executive Assistant to the U.V. Board of Directors
 University Librarian
 Advisor to Provost-Integrated Planning
 Director, Ancillary Services
 Director, Athletics
 Executive Director, Campus Planning & Resource Development
 Director, Career Centre
 Director, Development/University Advancement
 Director, Human Resources
 Director, Facilities
 Director, Finance
 Director, Health Sciences
 Director, Information Technology Services
 Executive Director, International Education
 Director, Institutional Research
 Director, Marketing/Communications
 Director, Student Services, Life & Development
 Director, Supplies Management/Legal Counsel
 Director, Trades & Technology/Faculty of Applied & Technical Studies
 Director, Teaching & Learning
 Associate Director, Security & Emergency Planning & Risk Management
 Associate Director, Facilities
 Associate Director, Finance
 Associate Director, Internal Controls
 Associate Director, International Education
 Associate Director, Occupational Health, and Safety and Wellness
 Associate Registrar, Admissions
 Deputy Associate Registrar, Enrollment Services
 Associate Registrar, Systems & Schedules
 Manager, Contracts & Compensation of Human Resources
 Manager, Academic & Administrative Services
 Manager, Budgets
 Manager, Information Systems/IT Applications
 Manager, Institutional Technology & Client Support/IT Support Services
 Manager, Systems & Telecommunication/IT Infrastructure
 Manager, Security
 Labour Relations Analyst, Human Resources
 Officer, Human Rights and Conflict Resolution
 Officer/Coordinator, Staff Job Classification & Evaluation
 Coordinator, Program Development/Coordinator
 Executive Director, University Relations
 Manager, Recruitment
 Legal Counsel, Labour and Employment
 Administrative Assistant, President's Office
 Administrative Assistant, Provost's Office
 Director, Academic Integrity & FOIP/OP
 Director, Continuing Education
 Assistant to Executive Director, Campus Planning & Resource Development
 Administrative Assistant, CFO & VP Administration

Appendix "D"

LETTER OF AGREEMENT ON FACULTY INSTRUCTIONAL WORKLOAD PROPOSALS

The University and the UFV Faculty and Staff Association agree that the proposals listed below are withdrawn from the 2012-2014 negotiations on the understanding that the issues raised in these proposals will be discussed through the Joint Committee on Faculty Instructional Workload LOA. The desired result will be a set of recommendations for consideration by the parties prior to the next round of negotiations.

FSA Proposal #8 — Article 18.9 Student Loads

FSA Proposal #28 — Article 18.4 Teaching Assignments for Faculty in Semester-Based Programs (LHFL)

FSA Proposal #29 — Article 18.6 Workload for Science & KPL Lab Instructors

FSA Proposal #30 — Article 18 Modifications for On-Line Instructors

FSA Proposal #31 — Article 18.7 Teaching Loads of Vocational Faculty

FSA Proposal #32 — Article 18.4 Teaching Assignments for Faculty in Semester-Based Programs

UFV Proposal #39 — Article 18.12 Class Size

LETTER OF AGREEMENT ON JOINT COMMITTEE ON FACULTY INSTRUCTIONAL WORKLOAD

The University and the UFW Faculty and Staff Association agree to the formation of a joint committee to undertake a comprehensive review of faculty workload. The work of this committee will include reviewing class sizes on an institution-wide basis and, recognizing this, the parties agree that this committee constitutes a Task Force appointed under Article 18.12(h) of the Collective Agreement.

This committee shall be formed immediately upon conclusion of the current round of negotiations.

Composition shall be:

- four faculty members appointed by the Faculty and Staff Association;
- two deans appointed by the Provost and Vice-President, Academic;
- the Director of Finance;
- one other member appointed by the Provost and Vice-President, Academic.

The committee shall develop its own terms of reference, including timelines, which shall be forwarded to the Labour-Management committee for approval, and will report regularly to LAM on its deliberations and progress. The terms of reference will include consultation with sub-committees with specialized knowledge, including but not limited to lab instructors, vocational faculty and others as appropriate.

The committee will work to establish a framework that more clearly defines the components of faculty workload as described in Article 18 of the Collective Agreement, and which delineates sustainable standards for assigning workloads that recognize the full range of faculty work and which enable administrators to distribute workload to meet the objectives and needs of the university, departments and individuals and enable administrators and the FSA to determine workload equity.

Topics for consideration may include, but shall not be limited to, the following:

- examining departmental teaching load norms in comparison to like institutions and disciplines
- reviewing current class size maximums and developing recommendations to enable variation of class size in accordance with department, faculty and university needs
- ensuring fair, equitable and transparent distribution of workload within a department and among departments
- allowing flexible allocation of individual workload in accordance with overall production target of FTEs (or equivalent measure) within a department and a faculty through measures such as distributing workload across semesters and academic years (workload averaging)
- considering the distribution of teaching, scholarship, and service
- reviewing the parameters of teaching load, which may include but are not limited to numbers of students, number of course preparations, type of instruction (face-to-face, online, hybrid and blended models; assignment type, number, and frequency, marking load etc.);
- considering fiscal models which better support flexible workload models.

The desired outcome of this committee's work will be a set of recommendations for consideration by the parties' respective principals prior to the next round of negotiations.

Appendix "F"

LETTER OF AGREEMENT ON MEMBERS ASSIGNED SUPERVISORY DUTIES AND RESPONSIBILITIES

The University and the Faculty and Staff Association agree to the formation of a joint committee to develop the criteria to determine which members should appropriately be assigned the supervisory duties and responsibilities as defined in Article 4.1(b). The joint committee will also recommend the appropriate training mechanism to be provided for all members assigned these duties and responsibilities.

Joint committee membership shall consist of:

- ~~Staff Contract Administrator~~
- ~~Two (2) other members appointed by Faculty and Staff Association~~
- ~~Director, Human Resources~~
- ~~Advisor, Labour Relations~~
- ~~One (1) other member appointed by the Associate Vice-President, Human Resources~~

It is further agreed that the joint committee will provide their recommendations to the Labour and Management committee by October 31, 2013.

Appendix “G”

LETTER OF AGREEMENT ON SUSPENSION OF LAYOFF PROVISIONS FOR TENURED AND TENURE-TRACK TEACHING FACULTY MEMBERS

The University and the UFV Faculty and Staff Association agree to suspend the application of Articles 16.1, 16.4 and 16.5 for the Tenured and Tenure-track teaching faculty members for the duration of the 2014-2019~~2012-2014~~ Collective Agreement. The provisions of Article 12.7(d) will apply. The parties further agree to review Article 16 to determine the revisions necessary to accord with the layoff provisions for Tenured and Tenure-track faculty members in Article 12.7(d) and make a set of recommendations for consideration by the parties' respective principles for the next round of negotiations.

LETTER OF AGREEMENT ON TENURE AND PROMOTION

The parties agree to form a committee composed of three members appointed from each of the parties to further develop for approval the language and procedures on Tenure and Promotion. The tasks shall include, but not be limited to the following:

- (i) — Developing language parallel to that in Articles 12.6 and 12.7 of the 2012/2014 contract, including Faculty Appointments (along with appropriate titles), Probation, and Grandparenting, for the following groups of faculty:
 - a. — Lab faculty
 - b. — Librarians
 - c. — Other Academic Support faculty by agreement, such as field placement officers, writing and math centre faculty, etc.
- (ii) — With the document "Tenure and Promotion Procedures" as a basis, further refining these procedures to deal with the following:
 - a. — Dates and deadlines for assembling review committees and submitting and reviewing applications for tenure and promotion
 - b. — Form and content of CV's and dossiers
 - c. — Storage of, access to, and disposal of files
 - d. — Specific stage in the review process when the Tenure and Promotion File (TPF) is closed
 - e. — Determination of the requirement for number of external references to accompany applications for the rank of Professor
 - f. — Development of a process by which faculty may signify the weight they would opt to have placed on teaching/service/scholarship when their applications are reviewed, within the parameters of teaching/service and scholarship
 - g. — The role of TSA observers on the LRC
 - h. — Further clarification of the appeals process
- (iii) — Coordination of timing of implementation with the Senate Standards Committee, and ensuring tenure and promotion review committees procedures remain separate from the roles of the Standard committees.
- (iv) — Transition from current to future probationary processes.
- (v) — Identification of other clauses in the Collective Agreement affected by the language on tenure and promotion, with recommendations for changes.
- (vi) — Recommended process for resolution of disputes about grandparenting.

Committee members will consult with faculty groups and deans (or equivalents) as appropriate.

It is further agreed that the Committee will report to the Agreements Committee, or to some mutually agreed-upon substitution for the Agreements Committee, on or before December 31, 2013. Any recommendations are subject to ratification by the parties' principals prior to implementation.

Should the Committee fail to develop finalized language for recommendation and ratification by the parties' principals, it is further agreed that the Committee will forward recommendations on language for ratification in the next Collective Agreement.

Appendix "I"

LETTER OF AGREEMENT ON SHIFT PREMIUM RATE FOR NIGHT SHIFT

While Article 17.3 refers to a night shift rate (00:00 – 07:59:59 inclusive), UFV currently does not regularly assign employees to work during these hours.

In the event that UFV wishes to regularly assign employees to work during these hours, the parties agree that prior to implementation, any premium rates being considered that are higher than Article 17.3 are subject to the approval of the parties' respective principals.

LIST OF REPORTS TO THE LABOUR AND MANAGEMENT COMMITTEE (LAM)

The University and the UFV Faculty and Staff Association agree that the University will provide the following reports to the Labour and Management Committee (LAM) on an annual basis, not normally later than May 31:

1. Under Article 12.11(a)(ii), a report of teaching sections budgeted to be taught by Sessional and Limited Term Faculty in the year prior to the report. Data will include Sessional use by each department or program.
2. Under Article 12.17, a report of the student work hours and positions for the previous academic year.
3. Under Article 18.14, Step 8, a report of all overloads assigned in excess of allowable overloads per academic year.
4. Under Article 18.16, a report listing all Department Head releases, stipends and compensation in lieu of releases for the previous academic year.
5. Under Article 12.9(h), a report of the number and distribution of Limited Term Appointments made in the previous academic year.

LETTER OF AGREEMENT
ON THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

It is agreed that the parties will direct the Joint Occupational Health and Safety Committee (JOHSC) Employer Chair and Association Co-chairs to work with the JOHSC to review and, as necessary, re-draft up-to-date Terms of References that are in compliance with the BC Workers Compensation Act, Occupational Health and Safety Regulation and University policies.

It is further agreed that the JOHSC will report the final Terms of Reference to the Labour-Management Committee by December 1, 2016 for review and advice prior to implementation.

JOINT PROFESSIONAL DEVELOPMENT COMMITTEE
GUIDELINES FOR STAFF ASSISTED EDUCATIONAL LEAVE

1. Staff assisted educational leave will be granted for certificates, diplomas, undergraduate degrees, and master's degrees. Areas of study within master's degrees must be job related, or be related to preparation for career ladder at UFV. Educational leaves for master's degrees will only be approved for either one long-term or short-term leave. Additional leaves for master's degrees will not be granted. Priority of an educational leave application will be given to certificates, diplomas, or undergraduate degrees. Otherwise, ranking for approved Education Leaves will be based on seniority.
2. An applicant submitting a plan to achieve a second certificate or diploma must demonstrate the necessity of the combination of certificates or diplomas to the attainment of his or her career goals at UFV.
3. An applicant holding an undergraduate degree will not be approved to pursue studies which lead to another degree at this level.

Letter of Agreement on Science Laboratory Faculty

The parties agree to form a committee composed of three members of UFV management and three members of the FSA to develop recommendations to enable an effective incorporation of Science Laboratory Faculty into the body of B Teaching Faculty.

The Committee will be tasked with developing recommendations for contract language concerning course assignment and qualifications, compensation on the Regular Faculty Scale, and tenure and promotion for Science Laboratory Faculty. It is agreed that recommendations will respect the need for program effectiveness and efficiency.

The Committee will be formed within two (2) months of ratification of the collective agreement, and will establish a regular meeting schedule. The Committee will provide its recommendations to the parties on or before October 31, 2019; however, it is expected that the work of the committee will conclude within one year of ratification of the agreement.

Recommendations by the committee will be subject to ratification by the parties in the next round of collective bargaining.

Appendix N

Letter of Agreement on the Application of Articles 18.5 and Article 18. to Lecture and Laboratory Faculty in the Department of Geography

The University and the UFV Faculty and Staff Association agree that the application of the provisions of Article 18.5 and 18.6 to lecture and laboratory faculty in the Department of Geography will be effective commencing with the 2016-17 Academic Year.

Letter of Agreement on Qualified Sessionals

For the duration of the 2014-19 collective agreement, when a sessional faculty member has applied to a departmental/area Standing SAC to teach a course or courses, and has been deemed qualified, the relevant department will maintain that information on file for consideration when courses are assigned to sessional faculty pursuant to Article 18.14 (Assignment of Courses for Faculty). To the extent that this process conflicts with any other provision of the collective agreement, that other provision will prevail. This process is conducted on a trial basis and is not grievable. The process associated with this Letter of Agreement will be completed by March 31, 2019, when this LOA will expire unless extended by mutual agreement.