

MEMORANDUM OF AGREEMENT

between

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

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF 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 & STAFF ASSOCIATION (hereinafter called "Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

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

1. **Previous Conditions**

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 9, both 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 twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

4. **Wage Increases**

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

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

- (a) Effective January 1, 2013, all annual rates of pay which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective September 01, 2013 or the date of the tentative settlement of the Memorandum of Agreement (whichever is later), all annual rates of pay which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 01, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

5. **Appendix "A" – Letter of Understanding - Respectful Working Environment**

Effective the date of ratification, the Employer and the Association agree to the new LOU Respectful Working Environment as attached to this Memorandum of Agreement as Appendix "A".

6. **Harassment Investigators**

Effective the date of ratification, the Employer and the Association agree to receive the reports and recommendations for possible adoption that were generated through the new LOU Harassment Investigators as agreed to in the 2012 FPSE Compensation Template Table dated February 2, 2013.

7. **Appendix "B" - Expedited Arbitration**

Effective the date of ratification, the Employer and the Association agree to the new LOU, Expedited Arbitration as attached to this Memorandum of Agreement as Appendix "B".

8. **Post-Secondary Early Intervention Program**

Effective the date of ratification, the Employer and the Association agree to adopt the Joint Early Intervention Program that was developed per the "Letter of Understanding – Post-Secondary Early Intervention Program" in the 2010-14 Support Staff Compensation Template Table date December 2, 2012.

9. **Amendments to the Collective Agreement**

Effective the date of ratification, the Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

10. **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 25th day of July, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Diane Griffiths

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

Vicki Grieve

APPENDIX "A"

LETTER OF UNDERSTANDING

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

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

The parties further recognize that certain types of conduct, such as interpersonal conflict and bullying in the workplace create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

The parties agree that, in addition to the educational and training programs currently offered by the employer, they will jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) enhance understanding of interpersonal conflict and bullying, and the effects thereof in the workplace;
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.

3. Committee Timelines

The Committee shall be in effect from May 1, 2013 until June 30, 2013, but the timelines may be extended by mutual agreement.

APPENDIX "B"

LETTER OF UNDERSTANDING

EXPEDITED ARBITRATION

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

(a) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where a local party intends to raise a preliminary objection;
and
- vii. Grievances arising from the duty to accommodate.

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the agreement.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor

- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the parties shall agree to another arbitrator who is available within ten (10) days of appointment.

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

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

7. Procedure

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

8. Mediation

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

9. Issuance of Decision

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

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any

subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

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

12. Authority of Arbitrator

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

SCHEDULE "A"

<ALL LOCAL ITEMS AGREED TO>

ARTICLE 1: THE AGREEMENT

1.1 Parties to, and Purposes of, the Agreement

The parties to this Local Agreement, the UFV Board and the UFV Faculty and Staff Association:

- (a) desire to promote fair and proper conditions and terms of appointment for employees;
- (b) recognize that the essential functions of UFV are to provide a wide range of educational programs to extend the opportunity for post secondary education, and to provide a program of continuing education for the use of the community, and that the performance of these functions is enhanced by regular, harmonious relations, and by the mutually respectful and peaceful settlement of disputes and misunderstandings.

1.2 Definitions

Academic Year:	A period of one (1) year beginning September 1 annually.
Administrator:	A supervisor not included in the bargaining unit.
Appointment Year:	Any period of three hundred and sixty-five (365) consecutive calendar days, commencing on the first work day of an employee's appointment, or on such other date as may be specified at the time of the appointment.
Association:	The UFV Faculty and Staff Association (University of the Fraser Valley Faculty and Staff Association).
Auxiliary I Worker Employee:	Any worker employee appointed for a limited period on a day-to-day basis, whether for a full day or part of a day, normally for the purposes of substitution for other workers or employees for reasons of illness or leaves of short duration, or other emergency circumstances. Auxiliary I category of worker employee is not included in the bargaining unit as defined in Article 2.1 (Bargaining Unit Defined), and is not covered by this Agreement. This category of worker employee moves into Auxiliary II after completing 140 hours as an Auxiliary I worker employee.
Auxiliary II Employee	Any employee appointed for a limited period on a day-to-day basis, whether for a full day or part of a day, normally for the purposes of substitution for other employees for reasons of illness or leaves of short duration, or other emergency circumstances. Auxiliary II category of employee is included in the bargaining unit as defined in Article 2.1 (Bargaining Unit Defined), and is covered by this Agreement. Appointment to an Auxiliary II position will be made when an Auxiliary I worker employee has worked more than 140 hours in a year.
Bargaining Unit:	The unit for which the Association is certified by the British Columbia Labour Relations Board and described in Article 2.1 (Bargaining Unit Defined).
Bumping (Displacing) Rights:	"Bumping rights" or "displacing rights" refers to the rights of an employee who is the subject of a layoff, to use his/her UFV seniority to claim another job within the service of UFV, subject to the qualifications and conditions provided in this Agreement.
Collective Agreement:	An agreement resulting from collective bargaining between The Association (UFV-FSA) and the University of the Fraser Valley (UFV-Board).
Committee of Officers:	The Committee of Officers of the Association as defined by the Constitution of the Association.

Consultation:	"Consultation" shall be understood to mean a process through which the Employer will deliberate with the Association with regard to some specified issue or matter. In the context of this Agreement, the consultation process is intended as a vehicle through which the Employer will seek the advice or opinion of the Association, and through which the parties may make known their respective views and opinions, but it is not intended to connote consensus or mutual agreement.
Continuing Studies Instructors:	Instructors hired on specified term contracts to teach Continuing Studies activities. Continuing Studies Instructors may not be members of the bargaining unit.
Director:	A professional employee assigned by the Employer primarily to direct the work of a specific department or work group and paid according to the salary schedule described in Article 22.11 (Directors' Schedules).
Education Advisor:	Employees in these positions are designated to be part of the faculty bargaining component.
<u>Employee:</u>	An employee shall mean any person employed by UFV who is covered by the certification granted to the UFV Faculty and Staff Association by the Labour Relations Board of British Columbia on June 14, 1977 and varied on November 7, 2008.
Employer:	The Board of Governors of the University of the Fraser Valley.
<u>Excluded Employee:</u>	An employee of UFV who is not a bargaining unit member covered by the certification granted to the UFV Faculty and Staff Association.
Faculty:	An employee hired on an ongoing Type B Contract whose duties are primarily instructional.
Faculty Workload Fraction	The fraction of a full-time Type B contract that a Faculty member in that area normally holds.
Joint Committee:	A committee with representation from the Association and the Employer which meets according to terms of reference described in the Agreement, and makes decisions by consensus of the parties rather than by majority vote.
Layoff:	The involuntary cessation of employment or involuntary reduction of an employee's number of hours at work, by the Employer, for reasons which do not include dismissal, suspension, leave of absence, short term disability leave, long term disability leave or resignation.
Leave:	Leave of absence from duties with the permission of the Employer, either with or without pay.
<u>Limited Term Employee:</u>	A faculty employee hired for a specified term of twelve (12) months with no implication of renewal or continuation beyond the stated term.
President:	The Chief Executive Officer of the University of the Fraser Valley.
PSEA:	The Post-Secondary Employers' Association
PSEC:	Post-Secondary Education Council

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Scholarship and Scholarly Activity:	These activities include, but are not necessarily limited to, writing and publishing of books, articles and training or user manuals; conducting research; presenting workshops; presenting papers or being a panel member at a conference; developing media resources such as computer software or video or slide material; compiling scholarly bibliographies and annotated resource lists; reviewing journals, books or productions; translating material of scholarly interest; developing innovative teaching techniques; course development for new course offerings; creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel; and inventing or enhancing a piece of equipment or a physical instrument. The product of scholarly activity is expected to be presented in appropriate forums, such that others may benefit from it.
Sessional:	A faculty employee hired to instruct one or more course offerings on a term-by-term contract basis.
Semester-based Programs:	Those instructional programs offered in two semesters, each semester normally including fourteen weeks of instruction and a final examination period, scheduled between the dates of September 1 and April 30. Those instructional programs offered in semesters normally including 14 weeks of instruction and a final exam period.
Senior Administrator:	Any one of the President, Vice-Presidents, Associate Vice-Presidents or Deans.
Seniority:	An employee's total length of service with UFV, as calculated in Article 15.1 (Calculation of Seniority).
Staff:	An employee (primarily non-instructional) hired on any one of the following contracts: <ul style="list-style-type: none"> • Type A; • Type C; • Type D; • <u>Auxiliary I; or</u> • Auxiliary II.
Student Workers:	Current UFV students who are hired under Article 12.15 (Student Worker Appointment) in limited employment roles, excluded from the Association. Current UFV students who are hired for limited employment roles consistent with the intent of article 12.16\$ (Student Worker Appointments) and excluded from the Association.
Supervisor:	An employee with the specific responsibility assigned by the Employer to supervise other employees <u>or workers.</u>
Temporary Vacancy:	A position which is temporarily unoccupied.
Type A Employee:	Full or part-time ongoing permanent appointment to a staff position.
Type B Employee:	Full or part-time ongoing permanent appointment to a faculty position.
Type C Employee:	A staff employee, hired on an SAC, to a position with a set location and hours, contracted for more than 50% of an annual duty load for a specified term not to exceed one year.
Type D Employee:	A staff employee, hired on an SAC, to a position with a set location and hours, contracted for less than 50% of an annual duty load for a specified term not to exceed one year.
Vacancy:	An unoccupied position within the bargaining unit. Vacancies will be filled as in ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT).

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Work Day: Any day for which an employee is entitled to receive straight time pay for work performed and includes paid leave, statutory holidays, and annual vacations. The expression does not suggest a work day of any particular duration. Rather, the duration of any particular work day depends upon the type of appointment held by the employee, and the applicable provisions of the Agreement.

1.3 Impact of Legislation: Existing and Future

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any applicable existing or future federal or provincial legislation, or regulations passed pursuant to such legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such applicable federal or provincial legislation or regulations, then such term, condition or provision or part thereof is void and of no effect.
- (b) In the event that any applicable existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- (c) The parties agree that they will comply with any applicable existing or future federal or provincial legislation or regulations passed pursuant to such legislation.
- (d) Where it is argued that an employee's rights under relevant statutes are being violated, the first recourse of the employee may be through the grievance procedure.
- (e) In addition to the provisions of this Agreement, those statutes and regulations that come within the jurisdiction of the Ministry of Labour of British Columbia, and also the Human Rights Code of British Columbia, will govern Employer-Employee Services.
- (f) Amendments to this Agreement may be negotiated at any time where the parties jointly agree:
 - (i) that legislation adopted by the Province of British Columbia or the Government of Canada subsequent to the signing date of this Agreement necessitates immediate revisions to the Agreement, or
 - (ii) that the University finds itself unable to obtain sufficient funds to meet its commitments under the provisions of this Agreement, or
 - (iii) that for any other reason, the Agreement requires amendment because of other circumstances not extant or contemplated as of the signing date of the Agreement.

1.4 Use of Singular Terms

Wherever the singular is used, the reference shall include the plural where the context so requires.

1.5 Contract Interpretation Owing to Major Revision

UFV and the FSA agree that all title and re-ordering changes reflected in this Agreement will not result in any consequential changes in contract interpretation. Reference to previously cross-referenced Articles, Appendices or Schedules of the previous Collective Agreement are deemed to remain intact.

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ARTICLE 4: EMPLOYER RIGHTS

4.1 Employer Rights and Direction of Work Force

- (a) The Management of UFV and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement. The Association agrees that all employees shall be governed by all policies adopted by the Employer and implemented by the Administration, and published to employees on the UFV website bulletin or notice boards or by general distribution, provided such policies are fair, reasonable and are not in conflict with this Agreement.
- (b) Where Association members are assigned the duties and responsibilities of supervising members, these duties and responsibilities may include employee performance management, which includes:
 - i. providing the appropriate exempt supervisor with an assessment of an employee's performance and suitability for reappointment or continuing appointment under Article 13.1(b).
 - (a)ii. taking informal and formal disciplinary measures, in consultation with the appropriate exempt administrator and/or AVP, Human Resources, under Article 14 normally up to and including the issuance of verbal warnings, letters of reprimand and adverse evaluation reports.
- (b)(c) Where Association members are expected to assume administrative responsibilities for faculty members, for example when serving as Department or Program Heads, their role in supervising colleagues shall be limited to an advisory or formative capacity. Disciplinary actions and evaluation issues of a negative nature constitute direction of the workforce and must be taken by the appropriate Deans.

No Association member who has acted in an advisory or formative capacity during the informal resolution of a conflict shall act as an adjudicator or as a witness to the formative or advisory activities in any subsequent disciplinary process.

4.2 Employment Qualifications

- (a) In relation to employment within UFV, it lies with the Employer to determine whether a candidate for first employment, or an existing employee, has the skills, qualifications and abilities which are required to assume a position and perform the tasks involved in that position. This determination by the Employer will arise in a variety of employment circumstances, including the filling of vacancies on a temporary or permanent basis, promotions, transfers, substitutions, return from long term disability leave, and in connection with layoff, recall and bumping.
- (b) In cases where layoff, recall or bumping are not involved, the Selection Advisory Committee process as per ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT) shall be used subject to 4.2 (c), (d), and (e) below.
- (c) In making determinations about the qualifications, abilities and skills of an employee ~~or of a candidate for employment~~, the Employer is obligated to make judgments based on fair and objective standards. The Employer must not treat any employee ~~or candidate for employment~~ in a manner which is arbitrary, discriminatory, capricious or unreasonable.
- (d) The determinations of the Employer must be made within the parameters of the requirements of the applicable job description, and the relevant selection criteria established for the position.

- (e) When new staff positions are created or existing positions have changes to duties, education, or experience, the Director of Employee Services and an Association member of the JCAC will meet to review the position prior to circulation to determine in which pay group the position should be placed.

ARTICLE 5: TERM OF THE AGREEMENT

This Agreement shall come into effect as of April 1, 201~~2~~⁹ and shall expire as of March 31, 201~~2~~⁴ for all issues. Where the parties undertake to renegotiate this Agreement in accordance with ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT), the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded, or the right to strike or lockout occurs ~~accrues~~ and is exercised, whichever first occurs.

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

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

ARTICLE 10: EMPLOYEE RIGHTS

10.1 Personnel Records

Employees desiring to view their own personnel records, including evaluation reports, employment records and financial records will make an appointment to view the file with the Associate Vice President Employee Services or designate. The Associate Vice President or designate will then arrange, within a reasonable period of time but not more than five (5) work days, to review the employee's personnel file with the employee at a time convenient to the employee, the Associate Vice President or designate, and Employer.

An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, the President, Senior Administrators or designate, applicable Directors, or a person with a court order.

An employee will be notified in writing within five (5) work days whenever material or information of a detrimental nature is added to his or her personnel record.

If an employee is re-evaluated pursuant to Article 13.2(d) (Evaluation Criteria and Procedures), the employee will have the original evaluation permanently removed from his or her personnel record if he or she so requests.

Where appropriate, material will be removed from an employee's file in accordance with Article 14.7 (Use of Personnel File Material).

10.2 Picket Line at UFV Premises

The refusal of a member of the Association to cross a legal picket line established by a bona fide trade union will not, of itself, constitute cause for discipline.

10.3 Indemnity

(a) UFV will not seek indemnity against an employee, and will provide legal assistance to an employee (and will pay any judgement against the employee) for actions that result in a judgement against UFV or the employee, providing the employee was not acting in contravention of established UFV policy and was acting in good faith as an agent of the Employer. In any event, the Employer will make a decision on whether or not to take action against an employee only after consultation with concerned parties by means of an ad hoc joint committee. The joint committee shall consist of four (4) members, two (2) selected by the Employer and two (2) selected by the Association.

(b) UFV employees engaged in conducting or assisting in the operation of Study Tours and other UFV-sanctioned activities as agents of the Employer are included in Article 10.3(a) above (Indemnity).

Upon request, the Employer shall provide each employee planning to conduct or assist in the operation of a Study Tour or other UFV sanctioned activity with a copy of the appropriate UFV insurance coverage and will make the employee aware of his or her protection and possible liability under UFV insurance coverage.

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 intellectual 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" is one means to ensure that an environment of intellectual freedom is sustained. Academic freedom includes the right of all members of the Association to inquire, teach, do research, discuss, study, publish, create and exhibit without hindrance or restriction by UFV.

Within the broad framework of academic freedom affirmed above, and without limiting the generality of the concept, academic freedom includes:

- (a) **Freedom to Teach.** A faculty member is entitled to freedom in the classroom in discussing the curriculum. He or she has the right to introduce any topic or viewpoint related to the curriculum or to the education of students in the subject. The faculty member has the individual right and responsibility to determine course content and textbooks subject to written departmental 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 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.
- (b) **Freedom to Learn.** A faculty member has the right to full freedom in the pursuit of research interests and in the publication of the results, subject only to the satisfactory performance of other academic duties. 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.
- (c) **Freedom to Act as a Citizen.** All employees of UFV are citizens, and are entitled to speak or write as citizens 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. 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.

- (d) **Freedom to Read.** ~~UFV employees responsible for the development of written, visual and machine-readable resources for the academic community have the right to select materials on the basis of their value as information and entertainment sources, being careful to present a diversity of opinion. No library materials shall be proscribed or removed because of partisan or doctrinal disapproval. In no case shall materials be excluded because of the race or nationality or the social, political or religious views of the author. 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.~~

~~Notwithstanding the above, academic freedom 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; or violate the human rights of students or other persons.~~

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~~ Council. 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.

10.5 Copyright

- (a) The copyright to all artistic, recorded or written work which is created during the course of employment shall be retained by the employee throughout his or her lifetime, and upon his or her death by their heirs and/or assigns, except as noted in Articles 10.5(b) and (c) below. When the stated conditions of employment or duties and responsibilities include the creation of specific artistic, recorded or written work, the copyright to such work shall be retained by UFV.
- (b) UFV shall have the right in perpetuity to use and revise, free of charge, any or all artistic, recorded or written work which was created by an employee during the course of employment at UFV. This shall include the participation of UFV in a provincial television, telephone, or radio network for the purpose of distance education. If such work bears the name of an employee, UFV will not alter, amend, or change in any way the said work without the consent of the employee.
- (c) Any costs incurred by the Employer in the production of artistic, recorded or written work by an employee will be recovered from the employee, should the employee hold the copyright for such work. In no case will the employee's liability for repayment of costs exceed the income received from the work.
- (d) An online course created by an employee who does not have the creation of online courses as a part of their normal work assignment remains the property of the employee unless UFV compensates the employee for development of the course over and above their normal pay, by payment of stipend, course release(s) or other suitable compensation agreed to by both parties.

10.6 Scholarships and Bursaries

Scholarships, bursaries or other grants that employees earn are their sole property.

10.7 Harassment

Definitions, procedures and rights of parties involved in disputes involving personal harassment are described in UFV Harassment Policy 110.25.

- (a) **Personal Harassment.** Employees shall not be subject to personal harassment. Violations shall be dealt with through UFV policy number 110.25.
- (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 110.25. Violations shall be dealt with through UFV Harassment Policy number 110.25.
- (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 110.25. Violations shall be dealt with through UFV Harassment Policy number 110.25.
- (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.

10.8 Employment Equity

Employment equity shall be dealt with through UFV policy 110.23.

10.9 Pay Equity

The parties to our Collective Agreement agree to enforce the principle of Equal Pay for Work of Equal Value. The parties to our Collective Agreement agree to end wage discrimination practices.

10.10 Safe Disclosure (Whistle Blower)

UFV employees who in good faith disclose conduct which they have reasonable grounds to believe may be a violation of University policies or regulations, government legislation, or which constitutes a threat to public interest will be protected from retaliation. UFV will maintain a policy on safe disclosure.

ARTICLE 11: VACANCIES WITHIN THE BARGAINING UNIT

11.1 Vacancies

- (a) Wherever possible, Type A or Type B positions will be created instead of a number of temporary positions. When possible, temporary positions will be combined to create Type A or Type B positions. Where the Association can demonstrate detrimental effects on UFV services or the working conditions of Type A or Type B employees, part-time Type A or Type B positions will be combined into full-time positions.
- (b) Notice of all vacant or new positions for which the Association has bargaining authority shall be posted on the Human Resources website ~~designated UFV bulletin boards in each UFV centre~~ and forwarded to any employee laid off within the previous fifteen (15) months, no later than the first date of an internal or external posting, whichever occurs first.
- (c) Posting of vacancies shall appear for at least ten (10) UFV working days before the competition is closed for Type A, Type B, Type C and Type D positions, and five (5) UFV working days for all other posted positions, before the competition is closed. All vacancy postings shall include summary of the position description, required qualifications, commencement date, and for staff positions information on work location, hours of work and salary range.
- (d) In the posting of a vacancy or new position, the hours of work, including days off and the work location may be subject to change consistent with the operational requirements and the provisions of this Agreement.
- (e) When new staff positions are created or existing positions have changes to duties, education, or experience, the Director of Employee Services and an Association member of the JCAC will meet to review the position prior to circulation to determine in which pay group the position should be placed.
- (f) A Selection Advisory Committee may establish a list of qualified applicants for sessional, Type C and Type D positions. This list will be established if, through the regular posting procedure, non-successful applicants are deemed qualified but there are not sufficient vacancies to accommodate them. Should an opening occur within six (6) months of establishing the list, the Director, Department Head or Program Head may recommend that the next eligible candidate be hired.

11.2 Temporary Vacancies and Staff Secondments

- (a) A temporary vacancy in a regular position for a period of less than six (6) months may be filled by the Employer in consultation with the employees of the area. The Employer must notify the applicable Association Contract Administrator of the appointment and post the position after six months of the appointment, unless otherwise agreed to by the Employer and Association.
- (b) If not filled through 11.2(a) above, all departments will fill their auxiliary staffing requirements by application to Employee Services for an Auxiliary Employee or worker from the Auxiliary Employee/Worker List. Employee Services will maintain an up-to-date list of qualified auxiliary employees and workers (Auxiliary Employee/Worker List).
- (c) A temporary vacancy for a period of six (6) months or more will be filled as in Article 11.6 (Selection Advisory Committee) or as in Article 21.2 (Acting in a Higher Capacity) or Article 22.2 (Acting in a Higher Capacity or as a Substitute). If filled by Article 21.2 (Acting in a Higher Capacity) or Article 22.2 (Acting in a Higher Capacity or as a Substitute), ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT) will apply only within the responsible administrator's area.

- (d) Non-probationary type A employees may apply for a temporary staff vacancy that has a minimum contract period of six (6) months.
 - (i) If successful, the Type A applicants (seconded employees), with the authorization of the appropriate excluded administrator, may assume the status, salary and benefits of the temporary position for the length of time they are in that position.
 - (ii) Except in extraordinary circumstances, the seconded employees will remain in their seconded position until the expiration of their temporary contract. Under extraordinary circumstances and with the approval of the appropriate excluded administrator, return to the original position may take place before the end of the secondment contract. In this event, the expiration date of the replacement employees' temporary contracts will be adjusted to correspond to the new date of return of the seconded employees.
 - (iii) If the seconded position is extended beyond the originally approved contract period, the seconded employees must seek approval of the appropriate excluded administrator. The total secondment period is not to exceed two (2) years.
 - (iv) The seconded employees retain the right to enter competitions and the right to accept another permanent job.
 - (v) At the end of their contracts, the seconded employees return to their original position unless they have obtained a permanent position elsewhere.
 - (vi) If the temporary vacancy created by the secondment is filled by a Type C or Type D employee rather than another Type A employee, the Type C or Type D employee maintains the same rights they had in their previous position.
- (e) **Part-time secondments:** With the authorization of the appropriate excluded administrator, Type A employees may apply for a temporary duty replacement. This replacement would allow the employee to take on a different function as part of his or her on-going position, and allow it to replace a normal function of the on-going job that now would be handled by another employee. To be eligible for part-time secondment, the following must apply:
 - (i) the temporary duty must need an allocation of four hours or greater
 - (ii) the duty to be replaced must be able to be completed in blocks of time of four hours
 - (iii) the employee must present a written document to his or her supervisor to show how this duty change can be accomplished. The supervisor and employee must then jointly discuss the proposal with the appropriate excluded administrator.

11.3 Job Sharing and Job Exchange

- (a) With the authorization of the appropriate excluded administrator, Type A or Type B employees may share an existing position. The position can be either one of two that the employees now occupy or a vacant Type A or Type B position. In the case of a vacant position a joint application shall be made. This clause is not grievable but an appeal to the UFV president can be made. Should one of the employees leave his or her part of the position, the remaining employee has the right of first refusal to the portion vacated, provided he or she meets the minimum qualification standard. Should the SAC process not result in recommending a suitable candidate to fill the vacant portion, the appropriate excluded administrator of the area, the immediate supervisor, the appropriate Association Contract Administrator, and the employee occupying the other part of the position will meet to resolve the problem.

- (b) With the authorization of the appropriate excluded administrator(s) and supervisors, Type A or Type B employees may exchange positions, provided that both employees agree, that they are in the same pay group, and that they can demonstrate they are capable of performing the duties of the position.
- (c) Consistent with 12.11 (Transfers, Promotions or Bumping to a Different Position), the exchanged employees will serve a six-month non-initial probationary period. The positions will become permanent upon completion of the probationary period.
- (d) The exchanging employees have the right to revert back to their original positions within the non-initial six-month probationary period, providing either party wishes to revert.

11.4 Internal Applicants

A Type A or B employee, including those on the layoff list, who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who has equal or less qualifications to meet the criteria of the position. Type C, Type D, Limited Term or Sessional employees shall not have this preference until they have been hired pursuant to Selection Advisory Committee procedures. Type C, Type D, Limited Term or Sessional employees will be granted this status on successful completion of probation.

11.5 Notice to Unsuccessful Bargaining Unit Employee Applicants

- (a) When bargaining unit employee applicants have not been recommended by an SAC for a bargaining unit position, the following process will be undertaken in the order shown below:
 - (i) The Chair of the SAC shall obtain approval of the SAC's recommendation from the relevant administrator.
 - (ii) If the SAC has recommended an applicant who is not a member of the bargaining unit external candidate for the position, the relevant UFV Administrator shall meet with Human ResourcesEmployee Services to review the SAC process.
 - (iii) If the decision is made to proceed with the offer, the UFV Administrator shall notify the non-bargaining unit applicant external candidate that he or she has been recommended and that the Association and UFV are reviewing to determine if the correct process has been followed.
 - (iv) The UFV Administrator will notify the relevant FSA Contract Administrator in writing of the decision of the SAC, with a copy to Human ResourcesEmployee Services.
 - (v) ~~If the SAC has recommended an (other) internal candidate for the position, the UFV Administrator (or designate) shall notify the candidate that they have been recommended and that the Contract Administrator and UFV are reviewing to determine if the correct process has been followed.~~
 - (vi) ~~The UFV Administrator (or designate) will notify in writing the relevant FSA Contract Administrator of the decision of the SAC, with a copy to Employee Services.~~
 - (vii)(v) Immediately following step 4, Unsuccessful bargaining unit employee applicants will be notified that they have not been recommended for the position. This notification will be made by the relevant UFV Aadministrator unless he or she designates the SAC Chair to do so.
 - (viii)(vi) Next, Human ResourcesEmployee Services and the relevant Contract Administrator will be informed in writing of all notifications and of the date on which they were delivered.

~~(ix) The five (5) day notice period shall commence upon completion of notification of the unsuccessful internal candidates.~~

- (b) ~~Unsuccessful employee applicants for vacant positions will be notified of the decision of the SAC. An unsuccessful bargaining unit employee applicant may request that the Association grieve on his or her behalf, providing the grievance is brought within five (5) UFV working days of notice that the bargaining unit employee was unsuccessful in his or her application.~~

11.6 Selection Advisory Committee

The Employer shall maintain a selection advisory committee procedure, and shall make the details of this procedure widely available through a document titled "Selection Advisory Committee Procedure". Any changes to this policy or procedure need the approval of the Association and the Employer.

The policy supplements any processes and procedures in this clause.

The Employer shall supply the appropriate Association Contract Administrator, or a designate, with a copy of the position posting at the same time that the position is posted.

Appointment of employees will be made by the Employer after consultation with employees in the appropriate area with respect to the criteria for the position and qualifications of the candidates.

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from employees in the appropriate area.
- (b) On any SAC, a request for additional representatives from outside the area may be made by either the Employer or the Employer's representative (SAC Chair) or by the Association. Such appointments to the SAC will be made by Employee Services in consultation with the Association, with the SAC member appointed as a University representative.
- (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 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

Staff:

All members on a Type "A" contract, and all Type "B" members of the department/ functional area

- (d) The Employer shall be responsible for conducting elections or making appointments to a Selection Advisory Committee not later than the expiry date of the position vacancy posting.
- (e) With the agreement of the appropriate Contract Administrator, the Employer may appoint all members to the Selection Advisory Committee in exceptional circumstances.
- (f) Standing Selection Advisory Committees for the purpose of work allocation or the hiring of Limited Term and Sessional Employees 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 or Sessional employees. When this article is used, the Administrator shall provide the Employee Services 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.

11.7 Selection of Heads of Instructional Areas

(a) Members of an instructional area

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

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

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

(c) Term of the Head's appointment

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

The Head shall normally receive an formative evaluation no later than the end of the second~~during the first year and an summative 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, At the end of the first year of the first appointment, both the Dean of the area and the department shall confirm whether the Head shall continue for the remaining years of the appointment.

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

(d) Procedure for Selecting the Head

- (i) In the last year of a Head's term, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:

1. At least fifty percent of the committee selected by the members of the area in an election conducted by the Dean's office.

2. Up to fifty percent of the committee selected by the Dean.

2. 3. Members who intend to apply for the position of Head must refuse nomination or appointment to the selection committee.

3. 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.

- (ii) 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.
- (iii) The appropriate Dean and area shall each decide whether to accept the recommendation of the committee.
- If the recommendation is accepted by the Dean and by a majority vote of the members of the area, the recommended candidate shall become the next Head.
- If the recommendation of the committee is not accepted by the appropriate Dean or by a majority vote of members of the area, the committee shall continue meeting in order to recommend another candidate. 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 FSA.
- The selection process shall be completed by March 1 of the last year of the current Head's appointment to allow for a period of transition.

11.8 — Selection of President and Administrators

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

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, ~~or on their second or later part-time contract of 50% or greater~~ are eligible to vote in the following procedures.

(b) Eligibility to Serve as 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 years, commencing between June and August at the area's discretion.

The Director shall normally receive an ~~an~~formative evaluation no later than the end of the second ~~during the first year and an summative~~ 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, At the end of the first year of the first appointment, both the Dean of the area and the department 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 rotate among eligible members of the department or program wherever feasible. Eligible members include those members who are judged to be qualified by an SAC. A current Director may apply to continue 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 department or program to demonstrate to the Dean and the Association that all other eligible members have been offered the opportunity to serve as DirectorHead before the current Director's application for an additional term is accepted. Consecutive reappointments shall be for a minimum term of two or a maximum term of five years for Directors, at the area's discretion.

(d) Procedure for Selecting the Director

(i) In the last year of a Director's term, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:

1. At least fifty percent of the committee 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.

(ii) 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 Heads from various campuses and groups within the school.

(iii) 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.

11.9 Selection of Academic (Instructional) Administrators

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

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from members in the appropriate area. In addition, the Employer may appoint up to two Ex Officio, non-voting members.
- (a)(b) In the case of a temporary vacancy in an academic administrative position, the President or Vice President may appoint an acting academic administrator. If the acting appointment is to exceed six months in duration, the president or Vice President will call for expressions of interest, providing a brief description of the interim position and of the essential qualifications required. In consultation with the FSA, the President or Vice President will appoint a member or members of the appropriate areas for the purpose of consulting with them on the received expressions of interest.
- (b)(c) Excluded Instructional Administrators are normally appointed for a period of five years after which they will return to a faculty position as per Article 12.12(ca) and (b) (Academic Administrative Appointments With Term Excluded Administrative Position Appointments). Reappointment to one subsequent term of five years may be granted by the President. Prior to reappointment, the President (or Vice President Academic & Provost in the case of decanal direct reports) will carry out consultation with the applicable faculty area through an evaluation process consistent with the provisions of the Agreement on Senior Administrator Evaluations (Article 12.13 Evaluation of Senior Administrators). This clause is applicable to excluded instructional administrators hired after January 1, 1999. Excluded instructional administrators hired prior to January 1, 1999 currently employed at UFV are not bound by this clause.
- (d) An Excluded Academic (Instructional) Administrator who has not been hired from within the membership of the Faculty & Staff Association must become attached to a faculty as a non-probationary appointment prior to being hired by UFV. The process to become attached to a faculty is that the standing SAC for that faculty will interview the applicant and decide if he/she meets the qualifications to teach.

11.10 Selection of President and Administrators

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

11.1011.11 Selection Process for Janitorial Positions

(a) Step I

UFV will advertise to bring candidates in for an informal interview with the Assistant Director of Facilities. The Assistant Director will decide who should be considered, ~~for Step 2.~~

~~(b)~~ Step 2

~~Those now considered at Step 2 must pass a fitness assessment. If a candidate fails the assessment, they are no longer considered for work at UFV. Those passing the assessment are now classified under Article 11.10(e) below (On-Call Janitor).~~

~~(e)~~(b) On-Call Janitor

This classification is a list of employees who are considered "on-call" for janitorial work. There are no set work schedules. On-call employees are called by the Assistant Director or delegate to fill in for employees on temporary or permanent contracts who are unavailable for work. The first 140 hours are paid at the base rate; hours after this will be paid at the JCAC established pay group for Janitors. These employees have no rights to work and are called in no particular order. The Assistant Director of Facilities decides if a person is eliminated from the on-call list.

~~(d)~~(c) Temporary Contracts

These contracts are variable in length. The successful candidates for these positions are determined through the normal UFV posting process. On-call employees and people new to UFV may apply. Seniority will be used only if the SAC is unable to recommend an order for hiring.

~~(e)~~(d) Permanent Contracts

These positions are determined through the normal UFV posting process with the initial interviews being offered to those employees holding temporary contracts.

~~(f)~~(e) 8/12 → 12/12 Permanent

When these positions become available, the senior permanent contract employee in 11.10(e) above (Permanent Contracts) will be awarded the contract after the Assistant Director and the Director of Facilities review the evaluations.

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.

~~(ii)(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 six (6) 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 three (3) months for employees in pay groups two to four (2-4) inclusive, and not exceeding 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)(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.

(iii)(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 six (6) 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.

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 employee 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 Contract Appointments (Excluding Teaching Faculty)

12.6 For the period of the 2012-2014 Collective Agreement, all Type B faculty excluding Teaching faculty will be appointed in accordance with Article 12.6.

(a) Appointments

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

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

- (b) 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)(c) 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.

(e)(d) 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)(c) 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.

(f) Cross Functional Appointments

Where sound academic reasons exist for so doing, a faculty member may receive an appointment in two or more departments within the University. A primary department and Chair will be identified for each initial cross-functional appointment. The primary department and Chair will serve all administrative functions with respect to the appointment.

(i) The primary department will be identified as the department where the appointee has the majority of his/her workload assignment. In the case where an appointment is initially to a workload split equally between two departments, the Chairs in the relevant departments shall mutually agree to the assignment of a primary department for the member.

(ii) The procedures and criteria for evaluation shall be consistent with the procedures and criteria for members with appointments in a single department. Evaluation committees shall include members from all departments to which the member has been appointed. If departments have different criteria, the criteria for evaluation of the cross-appointed member will be referenced to approved standards within both departments so that an overall profile of career progress can be developed. Teaching/professional role, scholarship and service requirements and expectations for evaluation shall be equivalent to that of a single appointment in a single department.

(iii) Teaching workload and service assignment will be made in a collegial manner with input from the member and the departments to which the member has been appointed. Where service has been assigned in both departments, the total assignment will be sensitive to the requirement not to exceed that of a single appointment in a single department. Service beyond the department is at the discretion of the member.

(iv) A member in a cross-functional appointment shall be entitled to full participation in the affairs of each department to which he/she is appointed, including voting and eligibility for election and participation in all committees including Faculty Council.

(v) A cross-appointed member may request a review and potential change to his or her primary department assignment after completion of probation, with the agreement of both Deans. Any departmental assignment change granted must be maintained for at least one year.

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.

12.7.1

- a) All faculty appointments, full or part time, will be tenured, tenure-track, limited term, or sessional.
- b) 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 12.7.4.
- c) 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.

- d) 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.
- e) Appointees who were already tenured at an accredited university may be appointed with tenure, upon recommendation of the Dean, contingent on successful completion of a one-year probation period.
- f) Appointees who were on a tenure-track position at an accredited university may, upon recommendation of the Dean, apply for tenure after successful completion of a two-year probation period, or earlier with permission of the Dean.
- g) Appointees under the Canada Research Chair program or other externally-funded faculty position will be considered tenure-track or tenured faculty, and be subject to all provisions of said faculty.

12.7.2 Probation

a) 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.

b) Except as provided for in Article 12.7.1, 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).

c) 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.

d) 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:

- i. be appointed to a second probationary period, if eligible, and specifying any conditions/expectations attached;
- ii. be appointed to a tenured appointment if eligible under 12.7.1;
- iii. be dismissed.

12.7.3 Termination of Tenure-Track faculty

In addition to the university's right to terminate a probationary faculty member pursuant to Article 12.7.2, termination may also occur in the circumstances listed in Article 12.7.4 below.

12.7.4 Loss of Entitlement to Employment

a) The Association and the University:

- i. 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;
- ii. acknowledge the importance of long range academic planning;
- iii. 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;
- iv. recognize that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of members;
- v. commit to the principles of openness, fairness and accountability in decisions or actions taken under this Article.

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

- i. 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.
- ii. They are discharged for just and reasonable cause and are not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement.
- iii. They are on layoff for more that fifteen (15) consecutive months.
- iv. They lose their recall rights in accordance with the terms of this Agreement.

c) 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:

- i. 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.
- ii. Changes to programs caused by directives of external authorities such as the Provincial government or outside accrediting bodies.
- iii. Serious economic constraints beyond the control of the university, supported by relevant budgetary documentation.
- iv. Health or Safety problems outside the control of the Employer.
- v. The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.

d) 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.

12.7.5 Grandparenting for teaching faculty appointments

- (a) 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 by December 31, 2013. For the period of the 2012-2014 Collective Agreement, laboratory faculty will be granted tenure without rank. Rank for laboratory faculty will be developed in accordance with the LOA 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 12.7.5 (a) 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 12.7.5(a), be granted the rank of Assistant Professor.
- (b) 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 12.7.5(a) upon completion of the three-year evaluation review. In the interim, these faculty will be on a continuing appointment as an Assistant Professor.
- (c) 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 12.7.5(a) above. In the interim, these faculty will be on a continuing appointment as an Assistant Professor.
- (d) Current faculty who have completed the IPEC process and already hold or held the title of Full Professor at an accredited university may, upon recommendation of the Dean, be assigned the rank of Professor.
- (e) Current faculty who were already tenured at an accredited university may, upon recommendation of the Dean, be granted tenure after successful completion of a one-year probation period.
- (f) Current faculty who were on a tenure-track position at another accredited university may, upon recommendation of the Dean, apply for tenure after successful completion of a two-year probation period, or earlier with permission of the Dean.
- (g) Current Canada Research Chairs will be considered tenure-track or tenured faculty depending on their experience prior to joining UFV (see "e" and "f" above).
- (h) 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.
- (iv)(i) 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].

12.7 Type B* Faculty Contracts

A person holding a Type B* contract at a certain percentage before April 1, 2003 will continue to hold the Type B* Contract afterwards at the same percentage.

The top-up (or overload) rights of Type B* contracts were previously those of an RPT<50%. As of April 1, 2003, the Type B* holder has top-up rights of three courses at Step 7.

Should a specific agreement have been in place before April 1, 2003, which limits the top-up rights and/or overload rights of a part-time Type B or Type B* contract holder, then these limits are unchanged in the new contract after April 1, 2003.

12.8 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.
- b. The decision to allow a probationary appointment or Limited Term appointment to lapse is not grievable. For the duration of the appointment, a Limited Term faculty member recognizes UFV as his or her primary employer and should the Limited Term faculty member 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.
- c. Contractually limited term appointments are utilized:
 - i. to bring distinguished visitors to the University;
 - ii. to provide replacements for employees on leave or are temporarily unable to carry out their responsibilities;
 - iii. to respond to specific teaching/professional/research/creative needs that the Employer, for academic and/or budgetary reasons, does not wish to result in an appointment in the probationary or tenure/continuing appointment classifications;
 - iv. to appoint individuals with specialized skills for whom neither the Employer nor the individual intends a long-term association with the University;
 - v. to meet temporary variations in student enrolment;
 - vi. to temporarily fill vacancies until qualified people acceptable for appointment are available
- d. The Employer agrees to provide the FSA with a statement of the "specific needs" to be responded to by appointees under 12.8(c) with such information to be conveyed at or about the time of the making of the appointment. The employee shall, at the time of the offer of appointment, be informed as to the nature of the position being offered, including, to the extent practicable, a job description covering the intended period of the appointment.
- e. Employees appointed to a Limited Term Appointment must hold two limited term appointments over a period of two years to conclude their probation, during which time the university reserves the right to terminate the faculty member for stated reason or reasons.

f. A Limited Term faculty member is subject to Selection Advisory Committee procedures prior to the conclusion of the probationary period. The SAC procedure is part of the probationary process. In the event a Limited Term faculty member is the unsuccessful candidate, one month notice shall be given.

g. Limited Term faculty employees who have successfully completed the probationary period will be considered internal candidates (Article 11.4), and will be entitled to exercise sessional departmental seniority rights on contracts for which they are qualified, subject to the terms and limitations of Article 18.14 (Assignment of Courses for Faculty).

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

12.812.9 Sessional Faculty Appointments

(a) Appointments

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

Sessional faculty who have worked a minimum $\frac{1}{4}$ workload over a full year in one position in one department, and who are offered a Type B contract for the same position in the same department immediately consecutive to their current contract will have the student evaluations from that year's teaching entered into their file. These evaluations plus the student evaluations from the first year of the Type B probationary period will satisfy the student evaluation requirement for the existing Type B probationary process.

(b) Probationary Period

(i) Probationary Sessional Faculty who are not rehired to their original contract do not have access to ARTICLE 16:.

(ii) Sessional Faculty must instruct a minimum of four courses over a minimum of four semesters to conclude their probationary period.

(iii) A Sessional Faculty member is subject to Selection Advisory Committee procedures prior to the conclusion of the probationary period. The SAC procedure is part of the probationary and re-appointment process. In the event a sessional faculty member is the unsuccessful candidate, one month notice shall be given.

(iv) During the probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.

(v) Sessional Faculty employees who have completed the probationary period will be considered internal candidates (Article 11.4), and will be entitled to exercise departmental

seniority rights on contracts for which they are qualified, subject to the terms and limitations of Article 18.14 (Assignment of Courses for Faculty).

- (vi) An employee who is not reappointed in accordance with 12.6(a) (Appointments) and 12.98(c) (Reappointment), will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.98(b)(iv) above.

(c) Reappointment

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

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

12.9 — Procedures for Sabbatical/Service Leave Replacement Contracts

~~In February of each year, the deans of each faculty will review the approved sabbatical leaves in their areas and determine the equivalent number of 8/7 sessional contracts required, based on the number of sabbatical leaves scheduled for the next academic year.~~

~~For the purposes of this article, an 8/7th contract is understood to consist of an assigned 7 section teaching workload over two semesters, with one additional sessional section provided for the purposes of student consultation and advice, and participation on departmental and university committees.~~

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

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

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

12.10 Faculty Ratio Target Levels

(a) Target Levels

(i) Institutional Faculty Target Levels

The employer agrees that no more than 30% of all teaching sections taught at UFV will be budgeted to be taught by a combination of sessional and limited term faculty. Should this number be exceeded, Management agrees to create enough regular B positions so the number of sections budgeted to be taught by sessionals or limited term faculty drops to, or below, 30%.

(ii) Target Level Review Process

In March of each year, the Labour and Management Committee (LAM) will meet to determine if the percentage in Article 12.10(a)(i) (Institutional Faculty Target Levels) above is correct and realistic. They will determine if the percentage should decrease or increase with consideration for the

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need to meet FTE targets and balance UFV's budget. They will also review the distribution of teaching sections budgeted to be taught by sessional and limited term contracts to determine whether the number of funded limited term contracts should be adjusted.

12.10(a) _____

(a) — Target Levels

(i) — Institutional Faculty Target Levels

The employer agrees that no more than 25% of all sections taught at UFV will be taught by sessionals. Should this number be exceeded, Management agrees to create enough regular B positions so the number of sections taught by sessionals drops to, or below, 25%. As of May 1, 2011 the calculation of the total number of sessional sections taught will exclude those sections taught as replacement sections for Type B Teaching Faculty/Lab Instructors on sabbatical leave, on leave for purposes of research or scholarly activity in accordance with Article 18.3 (Assignment of Teaching Faculty Workload), on service leave to the Faculty and Staff Association, and on leave for the purposes of university service when the leave is for greater than four (4) months in any one academic year.

(ii) — Target Level Review Process

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

12.11 Transfers, Promotions or Bumping to a Different Position

- (a) The Employer encourages the concept of a career ladder. An employee who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who is equally or less able to meet the criteria of the position.
- (b) If a staff employee on a continuing appointment is transferred, promoted, or bumps into a position which is different from the position he or she previously occupied, he or she will serve a non-initial probationary period of six (6) months.
- (c) If a Type B permanent contract faculty employee on a continuing appointment is transferred, promoted, or bumps into a different Type B permanent faculty position, she or he will serve a non-initial probationary period of one (1) year.
- (d) Notwithstanding 12.11(c) above, a Type B permanent contract employee who is transferred, promoted, or bumps into a Type B permanent Instructional Faculty position will serve an initial probationary period of two years if he or she does not hold a continuing Type B permanent Instructional Faculty appointment.
- (e) An employee will not be required to accept a promotion.

- (f) If, during or upon completion of the probationary period, the employee finds the job unsatisfactory, or the Employer has just and reasonable cause to rate his or her job performance unsatisfactory, he or she shall return to the former position if the position is still vacant or to another vacant position of equal salary range for which he or she meets the criteria. If such return is not possible, every attempt shall be made to place the employee in another vacant position for which he or she meets the criteria. Except where the employee has already exercised their rights under Article 16.7, the employee shall have the rights of seniority under Article 16.7 (Bumping (Displacing) Less Senior Employees) in order to return to a vacant position of equal salary range, or be re-hired in some other vacant position for which he or she meets the criteria.

12.12 AcademicExcluded Administrative Position Appointments With Term

- (a) Bargaining unit members who hold permanent faculty appointments in academic departments at the time of their appointment to an academic administrative position with term retain the right to return to their departments upon conclusion of their terms.
- (b) Initial appointment: Bargaining unit memberemployees appointed to excluded academic administrative appointments with term or support positions shall be replaced in their former positions for a maximum of one (1) year throughby temporary appointmentsterm appointees. If bargaining unit memberemployees are not reappointed after their initial appointment year.s, their vacated positions shall be treated as normal vacancies. If bargaining unit employees are not reappointed after their initial appointment year, or if they decline such appointment, then they automatically return to their former position without loss of seniority and without loss of salary increment credit.
- (c) Return to faculty: When bBargaining unit memberemployees who are appointed to an excluded included academic administrative positions with term (e.g. as School Directors) return to their faculty positions on conclusion of their term, or an included Director position and continue to occupy the position for greater than one (1) year may return to faculty but they must give the Employer and the department a two (2) semester notice. The employee's return must not displace any Type B who has workload allocation rights at Step 7 or greater, there will be a 5-year phase back period on salary to allow a greater turnover in such positions for advancement possibilities for other faculty.
When an included director returns to a faculty position there will be a 5 year phase back period on salary to allow a greater turnover in Director positions for advancement possibilities for other faculty.

12.13 Excluded Administrative Appointments Without Term (Continuing Appointments)

- (a) Bargaining unit members appointed to excluded administrative positions which are ongoing do not retain the right to return to their bargaining unit positions except as provided for in (b) below.
- (b) Initial appointment: Bargaining unit members appointed to continuing excluded academic administrative appointments shall be replaced in their former positions for a maximum of one (1) year through temporary appointments. If bargaining unit members are not reappointed after the initial appointment year, or if they decline such appointment, then they automatically return to their former position without loss of seniority and without loss of salary increment credit.
- (c) Excluded employees in continuing administrative appointments who have served for five (5) years of UFV service have the right to a faculty position provided:
- (i) the employee gives the Employer and the department two (2) semester's notice.

- (ii) the employee has previously been hired by the department through the SAC process and has taught for the department, or the employee can satisfy the department's standing SAC that he/she meets the qualifications to teach in the department.
- (iii) the employee's return must not displace any Type B or Sessional who has workload allocation rights at Step 7 or greater.
- (iv) if the employee has not previously passed a UFV ~~an~~ instructional probationary period ~~or taught an equivalent of two years full-time~~, he/she must be evaluated by the normal faculty evaluation process and serve a probationary period appropriate to the appointment.
- (d) Excluded employees teaching occasional courses: An excluded employee who wishes to teach an occasional course in addition to his or her regular duties may apply directly to the department(s) in which he or she wishes to teach. The department may accept the application, provided that:
 - (i) the employee can satisfy the standing SAC that he/she meets the qualifications to teach in the department, and any additional qualifications for the particular course he or she wishes to teach.
- 12.12(ii)** the employee must not displace any employee who would normally be offered that course through usual work allocation procedures.

12.1312.14 Evaluation of Senior Administrators

The evaluation model applies to all excluded senior administrators with the exception of the President. The process consists of an early formative evaluation and a subsequent first term summative evaluation. Thereafter, regular evaluations will be conducted on a three year cycle.

All evaluations are intended to evaluate progress toward previously established objectives and general administrative competencies. Both the formative evaluation and the summative evaluation will use the same evaluation tool and process of collecting information.

(a) Purposes and Times for Evaluation:

(i) Formative Evaluation

1. The purposes of the formative evaluation are to give information to individuals early in their first term of appointment which will assist them in meeting the performance goals and expectations of the position; and to provide information which will assist the Supervisor in working with the individual to identify strategies to enhance current competencies or correct performance issues.
2. A formative evaluation will be completed within six months following the completion of the first year (12 months) of an initial appointment.

(ii) Summative Evaluation

1. The purposes of the summative evaluation are as above for Formative Evaluations: to give information to individuals which will assist them in meeting the performance goals and expectations of the position; and to provide information which will assist the Supervisor in working with the individual to identify strategies to enhance current competencies or correct performance issues.
2. Additionally, the purpose of the Summative Evaluation is to provide information about an individual's suitability for appointment or continuing appointment.

3. A Summative evaluation will be conducted within six (6) months of the end of the third year of an initial appointment.
4. In no cases should individuals be reappointed or continued in an appointment following a second consecutive unsatisfactory evaluation.

(b) Evaluation Procedures

- (i) Employee Services will initiate the evaluation process at the agreed to times.
- (ii) Evaluations will be conducted by an individual's immediate supervisor, with input from employees across the institution and from people external to UFV who have knowledge of the individual's performance in the senior administrative role. The individual may also submit a self-evaluative report.
- (iii) Evaluation will be on general administrative competencies and on progress toward previously established objectives.
- (iv) Progress toward established objectives
 1. The supervisor will evaluate the individual on progress toward objectives established at the time of appointment to the position, or subsequently. The supervisor may consult with individuals both within and outside of UFV who may be expected to have knowledge of the individual's performance.
- (v) General Competencies
 1. General competency will be evaluated with the aid of an evaluation form which calls for rating and solicits written comments. The form will include examples of indicators of each competency.
 2. The data will be compiled and provided to the supervisor and the individual being evaluated in a format that protects the confidentiality of the rater. Those completing evaluation forms will be asked to indicate their work relationship to the person being evaluated.
 3. Feedback will be solicited explicitly from all those working for or with the individual being evaluated; however, all employees will have the opportunity to fill out the general competency evaluation form if they wish.

12.1412.15 Exclusion of Specific Agreement Provisions for Type C, Type D, Limited Term and Sessional Appointments

The following specific provisions of this Agreement are not applicable or are applicable with limitations to Type C, Type D, Limited Term and Sessional appointments.

Article Number	Article Heading
12.1	Type A Staff Appointments
12.6	Type B (Permanent) Contract Appointments
12.11	Transfers, Promotions or Bumping to a Different Position
17.11	Review of Job Descriptions
21.6	Rate of Pay on Reclassification
23.4	Transfer Allowances
24.3(b)(c)(d)(e)	Classification of Professional Development
25.3	Parental Leave
25.5	General Leave
25.6	Political Leave
25.7	Special Leave - Type A or Type B Employees
25.9	Compassionate Care Leave
ARTICLE 26:	SICK AND SHORT-TERM DISABILITY LEAVE
ARTICLE 27:	LONG-TERM DISABILITY LEAVE
ARTICLE 28:	BENEFITS
ARTICLE 33:	TECHNOLOGICAL CHANGE

For clarification on which provisions, if any, are applicable to your contract, see Employee Services.

12.1512.16 Student Worker Appointments

- (a) Student appointments made through the UFV Career Centre Work Study Grant Program, appointments made to support faculty scholarship and research, and appointments to resident life are not considered student workers under this clause. It is understood that these positions do not infringe on Collective Agreement positions.
- (b) The student worker group, under this agreement, shall work no more than 25,000 hours in a calendar year.
- (c) Student workers will be paid at least the British Columbia minimum wage for student workers.
- (d) Student worker hours and positions will be reviewed annually at LAM normally not later than May 31.

(e) In the event of staff layoffs, student workers shall be laid off first.

ARTICLE 13: EVALUATION

13.1 Purposes of Evaluation

The purposes of evaluation are:

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

13.2 Evaluation Criteria and Procedures

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

13.3 Staff Evaluations

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

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

13.4 Faculty Evaluations

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

13.5 Times for Evaluation

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

13.6 Grieving Evaluation Reports

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

ARTICLE 15: SENIORITY

15.1 Calculation of Seniority

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

15.2 Seniority Lists

- (a) Not later than August 31st of each calendar year, the Employer will provide the Association with a seniority list, with seniority calculated to June 30th of the 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.
- (b) For each employee named in the seniority list, the list will provide the following information:
 - (i) the employee's date of initial hiring;
 - (ii) the employee's accumulated seniority in hours;
 - (iii) the employee's current job title and department;
- (c) At the same time that the Employer provides the seniority list to the Association, copies shall also be posted for the information of the employees.
- (d) Any objection to the accuracy of the seniority list, whether raised by the Association or by an individual employee, should be lodged with the Employee Services department after the list has been provided to the Association.

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 and Sessionals can exercise only departmental seniority; (i.e.) can exercise only the seniority accrued in that department.~~
- (b) ~~Employees who subsequently receive a Type A or Type B appointment will carry 80% of their accrued seniority. The accumulated seniority of such employees shall not, however, be allowed to exceed the seniority of an existing Type B faculty member of the department, or an existing Type A staff member currently working in his or her department who holds a position at an equivalent or lower pay group. This change will be implemented on the later of the date of ratification of the collective agreement or April 1, 2011. 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. Such accrued university seniority will then be recognized for all purposes of this Agreement relative to his or her Type B appointment.~~

15.4 Seniority During Leaves of Absence

- (a) An employee on a leave of absence with pay or on a leave for Association business as per Article 2.6 (Leaves of Absence: Association Business) shall continue to accrue seniority, calculated as though the employee continued his regular duties.
- (b) Subject to the exceptions provided for in Articles 24.8 (Status of Employee on Professional Development Leave) and 25.5 (General Leave), an employee on a leave of absence without pay shall maintain but not accrue seniority for leave periods in excess of twenty (20) cumulative work days in any one (1) calendar year.

15.5 Seniority During Absences Due to Illness or Accident

- (a) An employee shall maintain and accrue seniority during absences due to non-occupational illnesses or accidents or injuries, during that period in which the employee receives full pay under the Sick Pay provisions of this Agreement, ARTICLE 26: (SICK AND SHORT-TERM DISABILITY LEAVE). Thereafter, seniority is maintained but not accrued.
- (b) An employee shall maintain and accrue seniority during absences due to occupational illness or accidents or injuries, provided that such an employee is receiving benefits from the WorkSafe BC as a result of such illnesses or accidents or injuries.

15.6 Seniority on Re-employment or Recall

A Type A or Type B employee who resigns from UFV and is subsequently reemployed as a Type A or Type B employee within thirty (30) calendar days, or who is recalled from layoff, shall be credited with his or her previously accrued seniority.

15.7 Transfer of Seniority Status

In the event that employees change jobs either from a job within the bargaining unit to an excluded position, or from an excluded position to a job in the bargaining unit, their total accumulated UFV seniority transfers with them.

15.8 Conflicting Seniority Claims

In the event that two (2) or more employees have the same UFV seniority then any resulting conflicts shall be resolved by chance or random lottery.

15.9 Loss of Seniority and Entitlement to Employment

Employees will lose all seniority rights and entitlement to employment where:

- (a) They voluntarily resign or otherwise terminate their employment, except as provided in Article 15.6 (Seniority on Re-employment or Recall);
- (b) They are discharged for just and reasonable cause, and are not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement;
- (c) Type A and Type B employees are on layoff for more than fifteen (15) consecutive months; Type C, Type D and Auxiliary II employees are not rehired for more than five months; or Limited Term and Sessionals employees not rehired for three consecutive academic terms;
- (d) They lose their recall rights in accordance with the terms of this Agreement.

ARTICLE 16: LAYOFF AND RECALL

16.1 Reasons for Layoff

- (a) The Employer shall be reasonable in the reason or reasons for a layoff decision. The reason or reasons for layoff must not be based on bad faith or discrimination against any employee or employees.
- (b) Layoff will occur only for just and reasonable cause. These reasons will not include technological change. These reasons will be:
 - (i) a change in UFV priorities such as deleting or adding a program;
 - (ii) change in community needs as demonstrated through factors such as declining enrolment and/or job opportunities;
 - (iii) curtailment of resources by circumstances outside the control of the Employer;
 - (iv) externally imposed regulations or controls;
 - (v) health or safety problems outside the control of the Employer;
 - (vi) change in organization or method of operation due to one or a combination of the preceding reasons;
 - (vii) any other reason which fits within the spirit and intent of the reasons stated above.
- (c) The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.

16.2 Layoff Provisions for Type C, Type D, Auxiliary II, Limited Term and Sessional Employees

- (a) Type D, Auxiliary II employees and Sessional faculty do not have access to these provisions.
- (a)(b) Limited Term faculty may be laid off in accordance with the provisions of Article 16 of this Agreement but do not have access to the bumping, recall or severance pay rights within Article 16.
- (b)(c) Type C employees may be laid off in accordance with the provisions of ARTICLE 16: (LAYOFF AND RECALL) of this Agreement.

16.3 Application of Seniority Principle

Subject to Article 16.4 (Layoff Procedure), there shall be no exceptions to the principle of "last hired, first laid off" except as noted in Article 16.15 (Right to Grieve).

16.4 Layoff Procedure

When the Employer determines that a reduction in the number of employees or a reduction in the number of an employee's hours of work is necessary, the following procedures will be adopted:

- (a) The Employer will provide advance notice to the Association and to the affected employee in accordance with Article 16.5 (Advance Notice to the Association of Layoff), and Article 16.6 (Notice of Layoff to Affected Employees).

- (b) During the notice period, the Employer and the Association shall meet to discuss alternative measures to layoff. To the extent that the parties agree to alternative measures, the layoff notices or the layoffs may be rescinded.
- (c) Consistent with the reasons for layoff given pursuant to Article 16.1 (Reasons for Layoff), employees who are assigned to similar duties and have similar qualifications will be selected for layoff in reverse order of seniority, within categories, as follows below.

Staff

- (i) Student workers in the area will be laid off first;
- (ii) Auxiliary workers and employees will be laid off next;
- (iii) Type C and D probationary employees will be laid off next;
- (iv) Type C and Type D employees will be laid off next;
- (v) Type A probationary employees will be laid off next;
- (vi) Type A non-probationary employees will be laid off only after the preceding categories.

Faculty

- (i) Student workers in the area will be laid off first;
- (ii) Auxiliary workers and employees will be laid off next;
- (iii) Probationary Sessionals will be laid off next;
- (iv) Sessionals will be laid off next;
- ~~(v)~~ Limited Term faculty will be laid off next.
- ~~(vi)~~ Probationary Type B faculty will be laid off next;
- ~~(vii)~~ Non-probationary Type B faculty will be laid off only after the preceding categories.

16.5 Advance Notice to the Association of Layoff

- (a) At least one (1) month (one [1] week for Type C employees and one [1] week for Limited Term faculty) before the advance notices are to be served but not normally later than the date of the submission of the recommended annual budget plan to the Budget Advisory Committee, the Employer will consult with the Association about the layoffs. In consulting with the Association, the Employer agrees to provide the following information:
 - (i) The reason or reasons for the layoff.
 - (ii) Any supporting information which has influenced the Employer's layoff decision. The information includes relevant budgetary or financial information.
 - (iii) In those cases where such specific decisions have been made, the information provided shall also include the identification of the specific individual employees who will be the subject of the layoff. Those employees identified shall also receive advance notification in writing that they may be subject to layoff.

- (b) Where layoffs are necessitated in emergency circumstances beyond the control of the Employer, these advance notice provisions are not applicable. In such cases, however, the Employer will provide the Association, as per Article 16.5(a) above, with a full explanation of the emergency circumstances at the earliest possible date.

16.6 Notice of Layoff to Affected Employees

- (a) Type A staff employees who are to be laid off will receive at least twenty five (25) work days advance notice in writing.
- (b) A director or faculty employee who is to be laid off will receive at least four (4) months advance notice in writing, and where possible, such layoffs will commence on the first day of August, of the year in question.
- ~~(c)~~ In the event that Type C Contract employees are laid off, they shall be given advance notice in writing. The length of the notice period shall be one (1) work day for each week remaining in the employee's term of appointment, to a maximum of twenty (20) work days. A minimum of ten (10) work days notice shall be given if the employee has six (6) months of seniority.
- ~~(e)(d)~~ In the event that Limited Term faculty are laid off, they shall be given two (2) months advance notice in writing.
- ~~(d)(e)~~ All layoff notices will include a statement of the reason or reasons for that particular layoff.
- ~~(e)(f)~~ At the same time that the layoff notice is sent to the employee, a copy of the layoff notice will be sent to the President of the Association.
- ~~(f)(g)~~ In the event that there are changes in the circumstances which necessitated a layoff decision by the Employer, the layoff notice may be withdrawn and cancelled.
- ~~(g)(h)~~ In circumstances where a Type A or a Type B position is not funded through the regular ongoing UFV operating budget as indicated by the Letter of Allocation issued to UFV annually by the Ministry, an employee subject to layoff or termination shall be entitled to notice of twenty (20) work days.

16.7 Bumping (Displacing) Less Senior Employees

- (a) The qualifications and conditions under which an employee given layoff notice can exercise bumping rights are as follows:
 - (i) Employees can only bump within the same faculty or staff component within the bargaining unit.
 1. An employee on the faculty, lab instructor or director salary schedule cannot bump an employee on the academic/educational advisor or staff salary schedule.
 2. An employee on the education advisor salary schedule cannot bump an employee on the faculty, lab instructor, director or staff salary schedule.
 3. An employee on the staff salary schedule cannot bump an employee on the faculty, lab instructor, academic/educational advisor or director salary schedules.
 4. An excluded employee cannot displace (bump) a member of the bargaining unit.
 - (ii) Employees cannot bump into a higher paid position. They can only bump into a job position where the pay scale is the same as or lower than their present position.

- (iii) Employees must have more seniority than the employee in the position into which they wish to bump.
- (iv) Employees must have the qualifications necessary to fill the position into which they wish to bump. If the employee wishes to bump into a position for which he or she is not currently qualified but on a reasonable assessment could be equipped to perform with training, then the Employer shall provide in-service training. The obligation of the Employer to provide such in-service training will normally be restricted to those cases where the employee can reasonably be expected to assimilate the training in not more than twenty (20) work days. Training periods of longer than twenty (20) work days shall be approved within provisions of ARTICLE 24: (PROFESSIONAL DEVELOPMENT AND LEAVES). Type C, ~~Type D and Sessional~~ employees are excluded from this provision.
- (v) Employees must accept the rate of pay and other terms and conditions of employment which are in effect for the job position into which they bump. The rate of pay shall be determined in accordance with Article 21.5 (Rate of Pay on Transfer or Promotion).
- (vi) Employees must decide within five (5) work days of the date of receipt of advance notice of layoff to exercise bumping rights, and to indicate to the Employer in writing the position of the more junior employee that they wish to bump, or the open position they wish to move into. The Employer will then give the bumped employee notice of layoff in accordance with Article 16.6 (Notice of Layoff to Affected Employees), and the employee then has the right, in turn, to displace another less senior employee.
- (vii) Once employees have exercised their bumping rights, they cannot change their decision and claim a right to yet another job position. Such further moves can only be made when the Employer decides to fill a vacant position. Such vacant positions will be filled in accordance with ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT).
- (viii) Type C employees are limited to exercising bumping rights to one (1) position; if they are not successful, the layoff proceeds.
- (ix) Employees who choose to exercise their bumping rights can only claim back their original positions if it becomes vacant within fifteen (15) months (five [5] months for Type C employees) of the notice of layoff.
- (x) The exercise of the bumping rights cannot result in any claims for compensation for any expenses or allowances to be paid by the Employer.

16.8 Order of Recall

Employees on layoff shall be recalled in reverse order of layoff as affected through application of Article 16.4 (Layoff Procedure).

16.9 Recall Rights and Obligations

- (a) When a layoff occurs, the Employer shall establish a recall list and a laid off employee's name shall remain on the recall list for a period of fifteen (15) months for Type A and Type B employees (five months for Type C employees) commencing with the effective date of the layoff. The recall list shall include employees who have received layoff notice. ~~Limited Term and Sessionals faculty and;~~ Type C and Type D employees see Article 16.2 (Layoff Provisions for Type C, Type D, Auxiliary II, Limited Term and Sessional Employees).
- (b) An employee who has been laid off and who wishes to be considered for recall to work must ensure that the Employer is notified in writing of the employee's current address and telephone number. Failure to provide this information will serve to relieve the Employer of any obligation or liability in connection with the recall process.

- (c) Employees who are recalled to work following a layoff cannot be required to serve a new probationary period.
- (d) In the event that the former position of the laid off employee becomes vacant, during an employee's recall period, he or she shall be offered the position. If an equivalent position which carries the same or equivalent rate of pay as the employee's former position becomes vacant, then the laid off employee shall be offered the position, provided his or her qualifications are satisfactory.
- (e) In the event that a substantially different job position on the same pay scale or a lower paying job position becomes vacant during an employee's recall period, and provided that the employee is qualified, the laid off employee with the greatest seniority shall be offered the position. If the employee accepts the offer, he or she must also accept the terms and conditions of employment which are in effect for that job position. The rate of pay shall be determined in accordance with Article 21.5 (Rate of Pay on Transfer or Promotion). The laid off employee shall have the right to refuse this offer and remain on the recall list.
- (f) In the event that an employee refuses a recall offer to his or her former job position, or to a job position which is substantially the same as his or her former position and affords the same rate of pay, the Employer may remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the Employer.
- (g) Advice of a recall being given to an employee shall be provided to the Association on the same date that the notice is given or sent to the employee.
- (h) The Employer shall inform all employees on the recall list and the Association of all job vacancies at the same time as internal posting. Notice of vacancies shall be made by telephone, telegram, mail, or by direct personal contact. In the event that an employee on the recall list wishes to be considered for a vacant position, the employee must apply in writing within ten (10) work days from the time the notice of vacancy is given by the Employer. If the employee wishes to be considered for a vacant position other than the position from which he or she was laid off, the application must include a statement of the qualifications the employee has for the vacant position.

16.10 Notice of Recall

- (a) Notice of recall shall be made by telephone, telegram, special delivery, registered mail, or by direct personal contact. The Association will be advised of the notice or attempted notice at the time it is given. Employees notified by mail will be given ten (10) calendar days from the time that notice was initiated by the Employer in which to acknowledge receipt of the notice and to indicate acceptance of the recall. Employees notified by means other than mail will be given five (5) calendar days notice of recall. The notice or advice of recall will include a time and date specified by the Employer, or a mutually agreeable alternative time and date, by which the employee must report for work if the recall is accepted.
- (b) An employee who has been recalled must report by the time and date directed or agreed to, or the employee may be deemed by the Employer to have voluntarily terminated entitlement to recall unless there are extenuating circumstances acceptable to the Employer.

16.11 Rights of Employees on Layoff

- (a) Employees on the recall list will continue to be covered by this Agreement as specifically provided.
- (b) In the event of layoff, the Employer is obligated to pay affected employees for earned statutory holidays and annual vacation on a pro-rata basis.

- (c) An employee on the recall list is entitled to continue his or her medical, extended health, dental, and group life insurance benefits during the layoff by paying, in advance each month, the full cost of the premiums for that period, subject to any eligibility requirement established by the respective insurance carriers.

16.12 Employment Qualifications Regarding Layoff, Recall and Bumping

Notwithstanding the general provisions of Article 4.2 (Employment Qualifications) in relation to employment qualifications, the Employer will not establish a Selection Advisory Committee in circumstances which may result in the layoff or bumping of a Type A or Type B employee.

16.13 Contracting Out

In addition to, and without limiting, any provision in this Collective Agreement, UFV will not contract out:

- (a) Any work presently performed by the employees covered by this collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) The instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by the bargaining unit employees.

The language in this article restricting the contracting out of services predates, and is superseded by, the language above, except where the language below provides the Association with greater protection against contracting out. Readers are directed to read the language above, and then to find additional provisions in the language below.

- (c) The Employer may contract out services or functions provided that such contracting out will not cause any employee with three (3) or more years of service to be laid off.
- (d) The Employer may contract out services or functions in order to improve efficiency without regard to the restrictions in 16.13(a) above, provided employees are reassigned to other equivalent positions for which they are qualified.
- (e) The Employer may contract out functions or services which have come into force after the date of ratification of this Agreement subject to (a) and (b) above.
- (f) In any case, services or functions which were carried out by laid off employees shall not be contracted out while the laid off employees are covered by the recall provisions of this Agreement, unless the Association agrees.

16.14 Employee Records on Layoff

Records of an employee on layoff will be kept by the Employer and references supplied by the Employer at the request of the employee or of an outside agency will clearly state the nature of the employee's termination as a layoff due to the reason stated by the Employer in accordance with Article 16.6 (Notice of Layoff to Affected Employees).

16.15 Right to Grieve

A grievance may be lodged in accordance with ARTICLE 7: (GRIEVANCE PROCEDURE) of this Agreement regarding any decision taken by the Employer in relation to the layoff and recall procedures in this Agreement. Such a grievance may begin at Step One.

16.16 Severance Pay

- (a) Type A or Type B employees who have been given notice of layoff are entitled to severance pay as specified herein, provided:

- (i) they have not exercised their bumping rights within the time limits set by the agreement, or
 - (ii) they have not been employed in a vacant position for which they are determined by the Employer to have the necessary qualifications, or
 - (iii) they do not elect to have their names placed on the recall list.
- (b) The amount of severance pay shall be calculated on the basis of the employee's normal rate of pay at the end of the layoff notice period and according to the number of completed years of service as follows:

<u>Service</u>	<u>Severance Pay</u>
1 year	2 weeks
2 years	4 weeks
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	14 weeks
8 years	16 weeks
9 years	18 weeks
10 years	20 weeks
11 years	22 weeks
12 years	24 weeks
13 years or more	26 weeks

- (c) If the employee elects to take severance pay, he or she thereby waives all other rights, claims or entitlements, and severs his or her relationship with the Employer.
- (d) In order to elect to take severance pay, the employee must submit written notice to the Employer within ten (10) work days after the date on which the layoff notice was given.
- (e) Where layoffs are necessary in emergency circumstances beyond the control of the Employer, the advance notice provisions are not applicable. In such cases, however, employees will receive payment in lieu of notice equal to the payment for the appropriate notice time. It is understood that such payment in lieu of notice is in addition to severance pay.

16.17 Job Security

The principle of job security will be honoured in all budget decisions. Where an employee's present job cannot be continued, the employer will make every effort to find appropriate work for that employee through reallocation of work, transfers, or retraining as appropriate.

17.3 Shift Premiums

(a) A shift premium will be paid:

- (i) for all hours worked outside the employee's regular shift, when less than forty-eight (48) hours notice of change of shift was given the employee;
- (ii) for all hours worked on a "split" shift, i.e., a shift on which the employee is required to take an unpaid break or breaks totalling two (2) hours or more;
- (iii) for all hours a staff employee is assigned to work outside the hours of 08:00 to 17:00 hours, whether or not advance notice of the shift assignment was given.

This provision will not apply where a staff employee has elected to work a flexible or modified work week which involves working outside the hours of 08:00 to 17:00 hours.

(b) Definition of Shifts

- (i) The shift premium from 16:30 hours until 23:59:59 hours inclusive, will be the afternoon rate.
- (ii) The shift premium from 00:00 hours until 07:59:59 hours inclusive, will be the night rate.

(c) ~~Definition of Shift Premium~~

~~Staff (excluding janitorial and maintenance positions) will be paid:~~

- ~~(i) fifty-five cents (\$.55) per hour worked for the afternoon rate;~~
- ~~(ii) eighty-five cents (\$.85) per hour worked for the night rate.~~

(d)(c) ~~Definition of Shift Premium for Janitorial and Maintenance Positions:~~

~~All sStaff janitorial and maintenance positions will be paid:~~

- (i) one dollar (\$1.00) per hour worked for the afternoon rate;
- (ii) one dollar (\$1.00) per hour worked for the night rate.

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.

ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

18.1 Teaching Faculty Duties

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

(a) Teaching

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

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

(b) Service

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

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

(c) Scholarship and Scholarly Activity

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

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

- (a) Scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.
- (b) Instructors who are to be evaluated on additional scholarship must be granted a reassignment of teaching or other duties in order to allow them the opportunity to perform these assignments satisfactorily.

18.3 Assignment of Teaching Faculty Workload

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

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

18.4 Teaching Assignments for Faculty in Semester-based programs

- (a) Full-time Type B faculty teaching semester-based courses that are of duration 3 to 5 contact hours per week will have a seven-course per year load.
- (b) Faculty in Math, CIS, Physics and UUP teach a six-course load per year; for faculty in ESL, the workload will be 12 courses per year.
- (c) An instructor teaching courses in a semester-based program shall not normally be required to prepare more than three (3) different courses per semester, or more than five (5) courses per academic year.
- (d) Faculty teaching in semester-based programs who have not met their regular annual duty load will be required to teach an extra section in the same or following year, or up to one (1) six (6) week course or its equivalent during their professional development/non-instructional duty time as a part of their regular course load, or faculty could agree to increase their class sizes in year two to the equivalent of an extra section.
- (e) For non-science faculty who are not laboratory instructors and whose load includes teaching a lab or a course with a full lab component, the lab or component shall count as .5 of a course. The load for laboratory instructors is 11 lab sections per year.

18.5 Workload for Science Faculty and Science & KPE Lab Instructors

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

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

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

- (c) The weekly maximum hours in actual class instructional time shall not exceed 18, except by overload compensation or equivalent reduction in hours of instruction in the ensuing semester or academic year.
- (d) The lab portion of science courses shall not exceed 18 students, except in those courses determined by the department head where the maximum class size may be 24 (Lab instructors will not normally be assigned to instruct these sections), or by invoking the following:
 - Lab Instructors will have a faculty workload, the contact hours normally being 18 per week. Departments may, with approval of the Dean and the Lab Instructor(s) affected, alter the

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

- (e) When sufficient lecture work exists, lecture faculty agree to vacate instruction of first year labs, which will be assumed by lab instructors. On occasion and when required, faculty may teach a first year lab to fill out their instructional workload. When this occurs, no Type B lab instructor can be displaced from a lab.
- (f) The Employer and the Association agree to a lab instructor pay scale of Step 1 to Step 8 inclusive from the faculty scale, as shown in Article 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 & KPE Lab Instructors

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

**Science & KPE Lab Instructor workload of 11
with 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

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

18.8 Teaching Loads in Health Sciences

- (a) Nursing Program Faculty
 - (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 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 courses in any one semester.
- (d) Faculty may request to reduce their workload under the provisions of Article 18.11(c) by providing reasonable notice to their departments. Requests will normally be considered during the annual departmental workload assignment procedures Article 18.3(b). Faculty whose requests are not supported, and who disagree with this decision have access to Article 18.3(m)
- (e) As of May 1, 2011 the maximum number of sections which may be banked is four (4). Faculty who have more than this number of sections banked on April 1 are grandfathered, and may not bank any additional sections until their banks fall below four (4). Faculty with 7 or more banked sections may be asked to submit a plan for the use of these sections; such plans will be consistent with 18.11(c).
- (f) Faculty can ask to be paid out the banked sections at any time.
- (g) Sections banked by Department Heads pursuant to Phase Two of the Agreement on Department Head and Summer Semester Issues will not count as sections under Article 18.11 (Overloads).
- (h) Faculty on Sabbatical Leave are not eligible to teach overload sections during the academic year in which the leave occurs.
- (i) Faculty who have applied for and been granted a reassignment of workload for the purposes of scholarship, research or service are not eligible to teach overloads during the teaching semesters in which the reassignment has been granted.

18.12 Class Size

- (a) Class size for semester-based courses shall not normally exceed thirty-six (36) students. Class sizes for some courses may have maximum enrolments of less than 36. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students (see 18.5(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.
- (b) For the purpose of application of class size limits, actual enrolment in a given course section is determined on the date specified by the Ministry of Education for reporting stable enrolment figures.
- (c) The class size of an individual course section may not be unilaterally increased by management. The department and instructor must consent in writing to the increase.
- (d) The class size of an individual course section may not be unilaterally decreased by an instructor or department. The Dean of the area must consent in writing to the decrease.
- (e) A directed or independent studies course or section shall have a maximum enrolment of six. Enrolments above that number will be permitted only with the mutual consent of the instructor and the Dean or his/her designate.

- (f) Class size increases or decreases are a matter for joint union-management consultation. Present maximum enrolment limits for each course will be presumed to be acceptable unless either side requests a review.
- (g) If the dean, instructor, and department cannot agree on the maximum class size in a particular course section, course or courses, they may apply to a joint review committee composed of the Associate Vice President of Employee Services, the 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 Instructional Dean.

18.14 Assignment of Courses for Faculty

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

- Step 1** All Type B teaching faculty shall be given first priority for existing work up to their contracted Type B workload fraction. Course assignments will reflect the educational requirements and expertise with the program area or department. Type B teaching faculty, regardless of seniority, are responsible for sharing the department's teaching duties on various campuses, across all time blocks. Department Heads should make every effort to ensure that those aspects of the department's course load are rotated among Type B faculty in an equitable manner. In cases where Type B teaching faculty have not qualified by teaching an available course previously, they may request that a standing SAC review their qualifications to teach that course.
- Step 2** Type B teaching faculty with <100% contracted Type B workload fraction shall be topped up by seniority and qualifications.
- Step 3** Sessionals who worked in fiscal year 2002-03 will be offered the same workload as they received in 2002-03, but not more than the normal maximum for their area. Sessionals who have only taught one course at UFV before 1st April 2003 are excluded from this section, but will be included in Step 8 below.
- Step 4** ~~Sessionals replacing Type B Teaching Faculty on sabbatical or service leave under the terms of Article 12.9 shall be offered 7 sections scheduled over two semesters.~~ Limited Term Appointments (as per Article 12.8).
- Step 5** Type B teaching faculty working at 100% workload fractions for their area shall be offered the first of the three allowable overloads per academic year, one course, by seniority, provided they are qualified.
- Step 6** Sessionals who have worked during the previous two academic years shall be offered the same amount of work as the year before, by seniority in their position and by qualifications, up to a maximum of three courses.
- Step 7** ~~Type B teaching faculty with one overload shall be offered a second overload by seniority, provided they are qualified, AND THEN each Type B teaching faculty with two overloads shall be offered a third overload by seniority (provided they are qualified).~~
- Step 8** Recognizing the three (3) overload limit for Type B teaching faculty and the ten (10) section limit for Sessional faculty (all departments), all remaining sections will be assigned at the discretion of the department. All workload assignments are subject to the approval of the dean of the area, 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, ~~who have rights at Step 3~~, 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 Employee Services.

18.16 Department and Program Head Duties

Department and Program Heads are responsible for the general administration and co-ordination of the department. This general co-ordination and administration is to ensure consistent and timely attention to operating needs of the department and program. The Head will implement 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.

ARTICLE 19: WORKING CONDITIONS FOR ACADEMIC SUPPORT FACULTY

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

19.1 Academic Support Faculty Duties

The essential duties and responsibilities comprising the workload of Academic Support Faculty fall into three categories: Professional Practice, Service, and Scholarship and Scholarly Activity. Recognizing that work in these areas constitutes the faculty member's professional obligation to the University, these activities shall form the basis of consideration in developing workload assignments which are reasonable and equitable.

(a) **Professional Practice**

Professional practice varies with the range of duties and responsibilities appropriately assigned to the position (as outlined in 19.2-19.5)

(b) **Service**

Service may include, but is not limited to:

- 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
- 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. Academic Support Faculty are responsible for reporting on these activities to the university. Scholarship and scholarly activity may include, but are not necessarily limited to:

- Writing and publishing of books, articles, and training or user manuals
- Conducting research
- Reviewing journals, books or productions
- Reviewing new therapeutic and learning practices
- Compiling scholarly bibliographies, databases, and annotated resource lists
- Developing and disseminating innovative advising strategies
- Creation of resources or programs to support professional practice
- Developing primary and secondary texts and learning materials
- Developing curriculum, workshops and courses
- Scholarship of Teaching and Learning as it relates to professional practice
- Presenting workshops, papers or being a panel member at a conference
- Participating in conferences or workshops

- 19.2 Librarians** assist students, faculty members, and programs/departments with their information, research, and program development and support needs.

Their Professional Practice may include, but is not limited to:

- Selecting materials for the library collections
- Teaching, both formal (scheduled) and informal (unscheduled) which may include conducting seminars; preparing, grading, and correcting assignments; guiding students' individual work; consulting with students outside of class time; participating in the development of teaching methods, programs, or course content; staying current with teaching practices within a given discipline
- Providing reference services
- Serving as liaisons to multiple departments within one or more faculties
- Collaborating with faculty in selecting materials appropriate for the collection
- Providing input into the curriculum development process
- Integrating research and information literacy into the curriculum
- Overseeing one or more units or programs within the library and associated staff

- 19.3 Counsellors** assist students with personal, crisis, and career counselling, provide students with instruction in study skills, and consult with students, faculty, staff, and administrators on matters pertaining to mental health and academic success.

Their Professional Practice may include, but is not limited to:

- Providing personal, crisis, study skills, life planning and career counselling
- Administering and interpreting standardized and non-standardized assessments
- Providing critical incident/crisis response and support
- Identifying student learning needs and barriers and creating intervention strategies
- Teaching broad-based and discipline-specific study skills
- Assisting faculty in communicating with and responding to at-risk students
- Collaborating with community health services
- Contributing to institutional dialogue regarding student wellness
- Offering psycho-education and wellness workshops

- 19.4 Academic Advisors** assist students in formulating educational plans, provide information to students with regard to institutional policies and procedures, refer students to services designed to increase their academic success, and support faculty and administrators in designing curriculum and developing policies and programs. Academic Advisors maintain academic and professional currency and adhere to stated professional standards by following core values as outlined by a professional advising body such as NACADA or BCADA.

Their Professional Practice may include, but is not limited to:

- Providing Academic Advising in individual, group, and on-line formats
- Communicating curriculum and graduation requirements and university policies and procedures
- Monitoring and documenting students' progression from admission to graduation
- Providing students with information, referrals, and coaching to develop academic skills
- Providing developmental advising and mentoring to students
- Developing and facilitating presentations and workshops for faculty, students, and staff

19.5 Assignment of Academic Support Faculty Workload

- (a) The duty year for Academic Support Faculty, not including Academic Advisors, shall normally consist of the following:
 - (i) up to twenty (20) days approved professional development time;
 - (ii) forty (40) consecutive days annual vacation;
 - (iii) the remainder of the year as assigned duty time
- (b) The duty year for Academic Advisors shall normally consist of the following:
 - (i) up to ten (10) days approved professional development time;
 - (ii) thirty (30) consecutive days annual vacation;
 - (iii) the remainder of the year as assigned duty time
- (c) Academic Support 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.
- (d) The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the Employer to be at a specific location.
- (e) Academic Support Faculty shall not normally be assigned a duty load which requires returning to work less than twelve (12) hours after the end of an evening shift.
- (f) An annual professional plan shall be developed by each Academic Support Faculty member in consultation with his or her supervisor, and approved by the appropriate Dean or appropriate excluded administrator, regarding duty time as described article 19.5 (a) above. This plan will take into consideration the needs of the faculty member as much as possible, but also respond to the needs of the department, UFV and the students.

ARTICLE 21: STAFF WAGE RATES AND SALARY SCHEDULES

21.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement. The indication of a pay group in the Schedules shall not bind the Employer to create or fill such pay groups.

21.2 Acting in a Higher Capacity

- (a) Employees directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days shall receive an increase of ten percent (10%) of their rate of pay for the time in which they are actually performing the higher rated duties.
- (b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.

21.3 Additional Duties

A Dean may, at his/her discretion, compensate a Staff employee 10% additional compensation for performing duties of an employee or employees on the same pay group or lower absent due to illness, family emergency, etc. as a form of merit recognition.

21.4 Rate of Pay on Temporary Assignment to a Lower Paid Position

Employees temporarily assigned by the employer to a position with a lower rate of pay shall maintain their regular rate of pay.

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 immediately higher than the increment rate 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) 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.

21.7 Job Classification Audit Committee

- (a) The Employer shall arrange for the training of three (3) representatives of the Association and three (3) representatives of UFV administration in the job evaluation rating system employed by UFV. The cost of training shall be shared equally between the Employer and the Association.
- (b) All new positions falling within the classification provision of this Agreement shall be audited and shall be reviewed six (6) months later. For existing positions, the Committee shall audit a classification change only when there is a change in the job description.
- (c) A joint Job Classification Audit Committee equally representing the Employer and the Association shall, at the request of either party, subject to Article 21.7(b) above,
 - (i) convene to audit the classification assigned to any position falling within the classification provision of this Agreement;
 - (ii) make recommendations in writing to the Employer as may be necessary concerning the classification of any position falling within the classification provision of this Agreement.

The Job Classification Audit Committee shall endeavour to inform the parties of the factors involved and the results of each stage of the position classification procedure.

- (d) The Job Classification Audit Committee shall not exceed a total of six (6) members, three (3) appointed by and from the Association and three (3) appointed by the Employer. Four (4) members equally representing the Association and the Employer shall constitute a quorum.

21.8 Type C and Type D Employees: Rate of Pay

- (a) Type C and Type D employees will be paid the same proportion of full salary that their assignment bears to Type A employees.
- (b) Those who do not choose or are ineligible to participate in the benefits program (see Article 28.8, for Type C, Limited Term and Sessional Employees Access to Benefits, and Article 28.9, for Type D and Auxiliary II Employees Access to Benefits) will receive a four (4%) percent benefits allowance.

21.9 Auxiliary II Employees: Rate of Pay

- (a) Auxiliary II employees will be paid on Group 1 of the Staff Salary Scale (Article 21.12 Staff Schedules).
- (b) Auxiliary II employees will receive 4% in lieu of access to benefits.
- (c) Auxiliary II employees will have access to In-House Professional Development per Article 24.3 (Classification of Professional Development).

21.10 Increment Anniversary: Staff

- (a) Employees will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the pay period following the earning of twelve (12) months of seniority as defined in Article 15.1 (Calculation of Seniority).
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service based on the employee's evaluation report.
- (c) If an employee takes more than six (6) months of unpaid leave in any year, the employee's increment anniversary date will be postponed one (1) full year.
- (d) The employer may grant more than one (1) pay increment for improved qualifications.

21.11 Pay Days

Employees shall be paid semi-monthly. 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.

21.12 Staff Schedules

(a) The Annual Staff Salary Schedule from April 1, 2007 to March 31, 2010 shall be the following:

GROUP		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	2007	\$28,636.48	\$29,328.16	\$30,059.40	\$30,810.39	\$31,541.62	\$33,004.08	\$33,829.18
	2008	\$29,237.85	\$29,944.05	\$30,690.65	\$31,457.41	\$32,203.99	\$33,697.17	\$34,539.59
	2009	\$29,851.84	\$30,572.88	\$31,335.15	\$32,118.02	\$32,880.27	\$34,404.81	\$35,264.92
2	2007	\$30,059.40	\$30,810.39	\$31,541.62	\$32,332.13	\$33,280.75	\$34,782.74	\$35,652.31
	2008	\$30,690.65	\$31,457.41	\$32,203.99	\$33,011.10	\$33,979.65	\$35,513.18	\$36,401.01
	2009	\$31,335.15	\$32,118.02	\$32,880.27	\$33,704.33	\$34,693.22	\$36,258.96	\$37,165.43
3	2007	\$31,541.62	\$32,332.13	\$33,280.75	\$34,110.79	\$35,276.82	\$36,818.31	\$37,738.77
	2008	\$32,203.99	\$33,011.10	\$33,979.65	\$34,827.12	\$36,017.63	\$37,591.49	\$38,531.28
	2009	\$32,880.27	\$33,704.33	\$34,693.22	\$35,558.49	\$36,774.00	\$38,380.91	\$39,340.44
4	2007	\$34,110.79	\$35,276.82	\$36,146.37	\$36,838.09	\$37,747.18	\$39,347.97	\$40,331.67
	2008	\$34,827.12	\$36,017.63	\$36,905.44	\$37,611.69	\$38,539.87	\$40,174.28	\$41,178.64
	2009	\$35,558.49	\$36,774.00	\$37,680.45	\$38,401.54	\$39,349.21	\$41,017.94	\$42,043.39
5	2007	\$36,146.37	\$36,838.09	\$37,747.18	\$38,676.03	\$40,237.30	\$41,897.39	\$42,944.82
	2008	\$36,905.44	\$37,611.69	\$38,539.87	\$39,488.23	\$41,082.28	\$42,777.24	\$43,846.66
	2009	\$37,680.45	\$38,401.54	\$39,349.21	\$40,317.48	\$41,945.01	\$43,675.56	\$44,767.44
6	2007	\$37,747.18	\$38,676.03	\$40,237.30	\$41,225.45	\$42,707.66	\$44,446.81	\$45,557.98
	2008	\$38,539.87	\$39,488.23	\$41,082.28	\$42,091.18	\$43,604.52	\$45,380.19	\$46,514.70
	2009	\$39,349.21	\$40,317.48	\$41,945.01	\$42,975.09	\$44,520.21	\$46,333.17	\$47,491.51
7	2007	\$40,237.30	\$41,225.45	\$42,707.66	\$43,774.86	\$45,178.02	\$46,976.46	\$48,150.87
	2008	\$41,082.28	\$42,091.18	\$43,604.52	\$44,694.13	\$46,126.76	\$47,962.97	\$49,162.04
	2009	\$41,945.01	\$42,975.09	\$44,520.21	\$45,632.71	\$47,095.42	\$48,970.19	\$50,194.44
8	2007	\$45,178.02	\$46,304.52	\$48,300.57	\$49,506.11	\$50,731.41	\$52,648.42	\$53,964.63
	2008	\$46,126.76	\$47,276.91	\$49,314.88	\$50,545.74	\$51,796.77	\$53,754.04	\$55,097.89
	2009	\$47,095.42	\$48,269.73	\$50,350.49	\$51,607.20	\$52,884.50	\$54,882.87	\$56,254.95
9	2007	\$48,300.57	\$49,506.11	\$50,731.41	\$51,976.47	\$53,419.17	\$55,415.22	\$56,800.61
	2008	\$49,314.88	\$50,545.74	\$51,796.77	\$53,067.98	\$54,540.97	\$56,578.94	\$57,993.42
	2009	\$50,350.49	\$51,607.20	\$52,884.50	\$54,182.41	\$55,686.33	\$57,767.10	\$59,211.28
10	2007	\$50,731.41	\$51,976.47	\$53,419.17	\$54,743.29	\$56,126.69	\$58,182.03	\$59,636.58
	2008	\$51,796.77	\$53,067.98	\$54,540.97	\$55,892.90	\$57,305.35	\$59,403.85	\$60,888.95
	2009	\$52,884.50	\$54,182.41	\$55,686.33	\$57,066.65	\$58,508.76	\$60,651.33	\$62,167.62
11	2007	\$53,419.17	\$54,743.29	\$56,126.69	\$57,510.10	\$58,814.44	\$60,948.83	\$62,472.55
	2008	\$54,540.97	\$55,892.90	\$57,305.35	\$58,717.81	\$60,049.54	\$62,228.76	\$63,784.47
	2009	\$55,686.33	\$57,066.65	\$58,508.76	\$59,950.88	\$61,310.58	\$63,535.56	\$65,123.94
12	2007	\$56,126.69	\$57,510.10	\$58,814.44	\$60,276.90	\$61,502.20	\$63,695.89	\$65,288.28
	2008	\$57,305.35	\$58,717.81	\$60,049.54	\$61,542.71	\$62,793.75	\$65,033.50	\$66,659.33
	2009	\$58,508.76	\$59,950.88	\$61,310.58	\$62,835.11	\$64,112.42	\$66,399.20	\$68,059.18
13	2007	\$58,814.44	\$60,276.90	\$61,502.20	\$63,023.95	\$64,209.73	\$66,462.70	\$68,124.26
	2008	\$60,049.54	\$61,542.71	\$62,793.75	\$64,347.45	\$65,558.13	\$67,858.42	\$69,554.87
	2009	\$61,310.58	\$62,835.11	\$64,112.42	\$65,698.75	\$66,934.85	\$69,283.45	\$71,015.52
14	2007	\$61,502.20	\$63,023.95	\$64,209.73	\$65,790.76	\$66,897.49	\$69,229.50	\$70,960.24
	2008	\$62,793.75	\$64,347.45	\$65,558.13	\$67,172.37	\$68,302.34	\$70,683.32	\$72,450.41
	2009	\$64,112.42	\$65,698.75	\$66,934.85	\$68,582.99	\$69,736.69	\$72,167.67	\$73,971.87

21.13 Method of Payment for Type A Less Than 12 Months

Should an employee who is employed for less than 12 months and greater than or equal to eight months wish to have their salary paid over 12 months they can make application to do so by writing to the Associate Vice President of Employee Services prior to August 1 of any year. If they want to revert back to being paid over their period of employment rather than over 12 months they must request to do so to the Associate Vice President by August 1.

ARTICLE 22: FACULTY, ACADEMIC/EDUCATIONAL ADVISOR AND DIRECTORS' WAGE RATES AND SALARY SCHEDULES

22.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement.

22.2 Acting in a Higher Capacity or as a Substitute

- (a) In the event employees are directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days, they shall receive an increase of ten percent (10%) of their rate of pay for the time in which they are actually performing the higher rated duties.
- (b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.
- (c) When a faculty member is asked to perform the duties of another employee who is on sick leave, attending a family emergency, or absent for any similar reason, the faculty member is entitled to fair compensation for those duties. For periods of time less than one week, the faculty member will receive this compensation by applying to Employee Services for an honorarium. In situations where these duties are performed for a protracted period of time (the equivalent of a week or more of full-time work), that faculty employee shall receive the additional pay appropriate for a substitute in the position filled. In cases where the faculty member is assuming additional duties by acting in a higher capacity, compensation shall be calculated as \$125.00 for periods greater than two weeks and less than one month. For periods greater than one month a payment will be given that is fair and equitable considering the time and circumstances of each case.

22.3 Faculty Advancement

- (a) Faculty, Education Advisors and Directors will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the month following the earning of twelve (12) months of seniority as defined in Article 15.1 (Calculation of Seniority).
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service, based on the employee's evaluation report.
- (c) The employer may grant more than the annual one (1) pay increment for improved qualifications. A faculty member, who has completed six (6) months or more of continuous service, may advance one extra step or more on the faculty salary scale in a given year as recognition for an achievement which brings recognition to UFV or for educational or professional achievement. Additional annual steps for improved qualifications may be requested by application to the Associate Vice President of Employee Services. Additional salary steps which may qualify for certain educational and professional achievements are listed in Article 22.6(a) (Schedules and Placement on Schedules). Faculty are encouraged to apply for approval of increased steps for the improved qualifications prior to commencing work on the qualification to ensure that UFV will recognize the qualification being obtained. The salary increases resulting from this advancement shall take effect on the employees' normal increment date.

22.4 Additional Responsibilities

A faculty member who accepts in writing special responsibilities such as serving as a Department Head shall normally be granted the release time necessary to fulfill those responsibilities. However, the appropriate Dean or excluded administrator may, after consultation with the coordination group, grant additional

compensation by salary adjustment when the normal duties and responsibilities defined in the relevant job description are exceeded.

22.5 Pay Days

Faculty, Education Advisors and Directors' salaries shall be paid in twenty-four (24) equal instalments. Pay shall be issued at the employee's place of work or at such place as the employee may request in writing and of which the Employer approves.

22.6 Schedules and Placement on Schedules

- (a) Faculty Placement: Minimum qualifications of Masters Degree or appropriate journeyman certification and at least eight (8) years' journeyman experience, or equivalent of either, shall have a base placement of Step 1 (one). Minimum qualifications of Doctorate or appropriate journeyman certification and at least fifteen (15) years journeyman experience, or equivalent of either, shall have a base placement of Step Three (3).
- (b) Vocational teaching experience evaluated by the Employer as more than satisfactory shall be considered as equivalent journeyman experience under these provisions.
- (c) Sessional Instructors who are appointed to Type B Faculty positions will have the number of sections taught at UFV taken into account when placement on scale is determined, in addition to experience taken into account under Article 22.7 (Recognition of Previous Comparable Experience).
- (d) Initial placement on the Salary Scale is not grievable.
The Employer may, with the consent of the employee, change the initial placement of the employee.

22.7 Recognition of Previous Comparable Experience

Previous comparable work experience as evaluated by the Employer shall be recognized at the rate of one (1) step for each year of full-time experience. Where such experience is recognized, teaching assistantships, laboratory experience, and related part-time experience shall be recognized on a proportional basis not to exceed point five (.5) to one (1). Comparable work experience shall be determined by the Employer to a maximum of seven (7) additional steps.

22.8 Faculty Schedules

The Faculty Salary Schedules from April 1, 2007 to March 31, 2010, shall be the following:

Step	April 1, 2007	April 1, 2008	April 1, 2009
1	\$49,687.99	\$50,731.44	\$51,796.80
2	\$52,135.32	\$53,230.16	\$54,347.99
3	\$54,582.66	\$55,728.90	\$56,899.21
4	\$57,030.00	\$58,227.63	\$59,450.41
5	\$59,477.33	\$60,726.35	\$62,001.60
6	\$61,924.67	\$63,225.09	\$64,552.82
7	\$64,372.01	\$65,723.82	\$67,104.02
8	\$66,819.35	\$68,222.35	\$69,655.02
9	\$69,671.00	\$71,134.09	\$72,627.91
10	\$74,795.40	\$76,366.10	\$77,969.79
11	\$78,729.00	\$80,972.00	\$83,231.00

NOTE: For the purposes of this contract, all references to this scale shall be taken as the UFV format.

22.9 Lab Instructor Schedules

The Lab Instructor Salary Schedules from April 1, 2007 to March 31, 2010, shall be the following:

Step	April 1, 2007	April 1, 2008	April 1, 2009
1	\$49,688.23	\$50,731.68	\$51,797.05
2	\$52,135.57	\$53,230.42	\$54,348.26
3	\$54,582.91	\$55,729.15	\$56,899.46
4	\$57,030.24	\$58,227.88	\$59,450.67
5	\$59,477.58	\$60,726.61	\$62,001.87
6	\$61,924.92	\$63,225.34	\$64,553.07
7	\$64,372.01	\$65,723.82	\$67,104.02
8	\$68,729.00	\$70,972.00	\$73,231.00

22.10 Educational Advisor Schedules

- (a) The Educational Advisor Salary Schedules from April 1, 2007 to March 31, 2010 shall be the following:

Step	April 1, 2007	April 1, 2008	April 1, 2009
1	\$45,704.04	\$46,663.82	\$47,643.76
2	\$47,312.12	\$48,305.67	\$49,320.09
3	\$48,919.17	\$49,946.47	\$50,995.35
4	\$50,521.12	\$51,582.06	\$52,665.28
5	\$52,135.32	\$53,230.16	\$54,347.99
6	\$54,582.66	\$55,728.90	\$56,899.21
7	\$56,126.69	\$57,305.35	\$58,508.76
8	\$57,510.10	\$58,717.81	\$59,950.88
9	\$58,814.44	\$60,049.54	\$61,310.58
10	\$60,948.83	\$62,228.76	\$63,535.56
11	\$62,472.55	\$63,784.47	\$65,123.94

22.11 Directors' Schedules

The Directors' Salary Schedule, from April 1, 2007 to March 31, 2010 will be the following:

Scale		1	2	3	4	5	6
D-I	2007	\$52,135.32	\$54,582.66	\$57,030.00	\$59,477.33	\$61,924.67	\$63,968.18
	2008	\$53,230.16	\$55,728.90	\$58,227.63	\$60,726.35	\$63,225.09	\$65,311.51
	2009	\$54,347.99	\$56,899.21	\$59,450.41	\$62,001.60	\$64,552.82	\$66,683.05
D-II	2007	\$61,924.67	\$64,372.01	\$67,287.98	\$69,266.68	\$73,940.82	\$76,380.87
	2008	\$63,225.09	\$65,723.82	\$68,701.03	\$70,721.28	\$75,493.58	\$77,984.87
	2009	\$64,552.82	\$67,104.02	\$70,143.75	\$72,206.43	\$77,078.95	\$79,622.55
D-III	2007	\$73,454.82	\$75,114.97	\$76,772.05	\$78,432.20	\$83,388.13	\$86,139.94
	2008	\$74,997.37	\$76,692.38	\$78,384.26	\$80,079.28	\$85,139.28	\$87,948.88
	2009	\$76,572.32	\$78,302.92	\$80,030.33	\$81,760.94	\$86,927.20	\$89,795.81
D-IV	2007	\$75,113.95	\$76,772.05	\$78,432.20	\$80,091.32	\$84,775.67	\$87,573.27
	2008	\$76,691.34	\$78,384.26	\$80,079.28	\$81,773.24	\$86,555.96	\$89,412.31
	2009	\$78,301.86	\$80,030.33	\$81,760.94	\$83,490.48	\$88,373.64	\$91,289.97
D-V	2007	\$76,772.05	\$78,432.20	\$80,091.32	\$81,478.86	\$86,943.26	\$89,812.39
	2008	\$78,384.26	\$80,079.28	\$81,773.24	\$83,189.92	\$88,769.07	\$91,698.45
	2009	\$80,030.33	\$81,760.94	\$83,490.48	\$84,936.91	\$90,633.22	\$93,624.12

22.12 Limited Term Appointment Schedules

The schedule for the limited term appointments shall be the following:

Step	Annual Salary	Qualifications
1	\$51,796.80	Minimum Masters
2	\$54,347.99	Minimum PhD

NOTE: Rates above include all benefit allowances and entitlement to earned annual vacation of 35 days to be taken within the term of the contract.

22.13 Sessional Schedules

The Per-Section Salary Schedules from September 1, 2007 to March 31, 2010 shall be the following:

		Sessional 1 – 8 sections taught at UFV	Sessional 9 or more sections taught at UFV	Overloads Type B Faculty and Type A Staff
		Rates (step 6 Basis)	Rates (step 7 Basis)	Rates (step 7 Basis)
A. 3 - 4 hours per week	2007 2008 2009	\$5,444.59 \$5,644.59 \$5,844.59	\$5,600.00 \$5,800.00 \$6,000.00	\$5,600.00 \$5,800.00 \$6,000.00
B. 5 - 6 hours per week (30 hours extra)	2007 2008 2009	\$6,244.59 \$6,444.59 \$6,644.59	\$6,400.00 \$6,600.00 \$6,800.00	\$6,400.00 \$6,600.00 \$6,800.00
C. 3 - 4 hours per week, plus lab (45 hours extra)	2007 2008 2009	\$6,644.59 \$6,844.59 \$7,044.59	\$7,000.00 \$7,200.00 \$7,400.00	\$7,000.00 \$7,200.00 \$7,400.00

NOTE: Rates above include vacation pay and benefit allowance for those not eligible for or not choosing the benefit plan. For those eligible sessionals choosing benefits (Article 28.8 Type C and Sessional Employees Access to Benefits) vacation adjustment will be 3%.

A Sessional instructor (non-probationary) who teaches on a per-section basis will move to rates based on Step 7 of the Faculty Schedule after teaching eight (8) sections as a Sessional Instructor.

22.14 Type B Faculty and Sessional Daily and Hourly Schedules

Step	Year	Hourly	High Hourly
1	2007	\$31.60	\$43.81
	2008	\$32.26	\$44.73
	2009	\$32.94	\$45.67
2	2007	\$33.15	\$46.42
	2008	\$33.85	\$47.39
	2009	\$34.56	\$48.39

3	2007	\$34.71	\$47.81
	2008	\$35.44	\$48.81
	2009	\$36.18	\$49.84

22.15 Prior Learning Assessment Remuneration

Faculty can:

- (a) Count the PLA toward the 150 student count; [or](#)
- (b) Be paid an honorarium; ~~or~~ [according to equivalencies listed in the following table:](#)
- (c) ~~Bank the student according to equivalencies listed in the following table (20 students will equal one course release);~~

# of credits	Honorarium	# of student equivalents
3-4 credit course	\$125	1
5-8 credit course	\$250	2
9 credit course	\$375	3
9+ credits	\$375	3
Multiple course assessment through a PLA portfolio or equivalent	\$450	

22.16 Method of Payment of Faculty Contracts, Less than 12 Months

Should an employee who is employed for less than twelve (12) months and greater than or equal to eight (8) months wish to have his or her salary paid out over twelve (12) months, the employee may make application to do so by writing to the Associate Vice President of Employee Services prior to August 1st of any year. If the employee wishes to revert to being paid out over his/her period of employment rather than over twelve (12) months, the employee must request this by writing to Employee Services by August 1st.

ARTICLE 23: ALLOWANCES/DEDUCTIONS

23.1 Travel Requirements

Duties may require employees to travel between the main UFV campuses, or to other locations within or outside the UFV region.

The University being a multi-campus institution, all employees are obliged to arrange for transportation, since they may be expected to teach or work at one or more of the University campuses or other locations where University business is conducted.

Required travel does not include the mileage employees travel in arriving at work and returning home from their place of work.

Expenses for travel required by UFV, including reasonable accommodation and meal expenses in emergency situations, will be paid to employees in accordance with this article.

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.

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.

23.3 Meals and Accommodation

An employee required to travel outside the UFV region on UFV business will be reimbursed for reasonable expenses for meals, accommodation and other legitimate requirements of the employee. Claims for such expenses must be accompanied by receipts.

23.4 Transfer Allowances

- (a) UFV shall pay for the initial move of household goods for those employees reassigned to another location at the Employer's request. Employees, where possible, will normally assign their household goods to the carrier who submits the lowest of two (2) competitive bids.
- (b) An employee shall not be transferred more frequently than every three (3) years, except by mutual agreement of Employer and employee.
- (c) Employees shall not be required to transfer from their originally assigned locations if the work they performed at that original location is to be continued.
- (d) Notice of transfer must coincide with the regular notice of appointment.

- (e) When a staff employee's position is transferred to another campus but the employee does not wish to relocate, the employer will make an effort to reassign duties or find another position for the employee on his/her present campus.

23.5 Clothing Allowance

- (a) UFV shall purchase four (4) shirts per year for Type A janitorial staff. Janitors shall be responsible for cleaning the shirts.
- (b) Where the Employer or WorkSafe BC requires articles of clothing and/or equipment to be worn or used, the Employer shall provide such clothing or equipment. See Article 30.5 (Safety Clothing and Equipment) for details.

23.6 Vehicle or Home Office Income Tax Deduction

UFV will, upon request of an Association member, complete the T2200 Revenue Canada form for tax purposes.

23.7 Tuition Payroll Deduction

Type B Faculty and Type A Staff can request that tuition payments to UFV for dependents, spouses, or themselves can be deducted from their paycheques through UFV's payroll.

Employees are to arrange this through the Payroll Financial Analyst before the start of a semester. Payroll will determine the deduction schedule.

ARTICLE 24: PROFESSIONAL DEVELOPMENT AND LEAVES

24.1 Joint Intent

It is mutually agreed that professional development is in the interest of both parties for the purpose of assisting employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within UFV. Furthermore, levels of funding for professional development should, whenever possible, enable employees to participate fully in the activities defined in this article.

Professional development does not include time and money spent on regular UFV business, nor does the term include training or education required rather than recommended by UFV.

The Employer may refuse to grant leave to an employee where such leave would disrupt the operation of UFV, as determined by the Employer within guidelines established by the Joint Professional Development Committee, but this decision may be grieved by the employee. Such decisions regarding assisted exchange leaves shall be made in consultation with the appropriate employees in the affected area.

24.2 Professional Development Funds

To support in-service professional development, educational leaves and exchange programs, UFV should budget annually for professional development in the following manner:

- (a) One point six percent (1.6%) of the total salary budget for employees within the bargaining unit shall be available to support in-service professional development activities.
- (b) The Staff Educational Leave Fund (SELF) to support assisted educational leaves for Type A and Type C Staff as defined in Article 24.3(b) (Staff Assisted Educational Leave) for 2007/2010 will consist of \$100,000.00 annually plus any remainder of the previous years SELF budget. The SELF is a continuing fund which shall carry over any remainder to the next budget year.
- (c) The Faculty Sabbatical Leave Fund (FSLF) as defined in Article 24.3(c) (Faculty Sabbatical Fund) will be supplemented by Faculty, Lab Instructors, Education Advisors, and Directors with a contribution of 0.4% of their salaries.

The Faculty Sabbatical Leave Fund (FSLF) is a continuing fund, which shall carry over any remainder to the next budget year.

24.3 Classification of Professional Development

There shall be five (5) categories of professional development. Employees qualify for Professional Development in the 5 categories as shown:

	Type A	Type B	Type C	Type D	Aux II/ Limited <u>Term</u> / Sessional
In-Service Professional Development	Yes	Yes	Yes	Yes	Yes
Staff Assisted Educational Leave	Yes	No	No	No	No
Faculty Sabbatical Leave	No	Yes	No	No	No
Unassisted Educational Leave (Faculty or Staff)	Yes	Yes	No	No	No
Assisted Exchange Leave (Faculty or Staff)	Yes	Yes	No	No	No

(a) In-Service Professional Development

Defined as time off at full pay for the purpose of attending conferences, workshops and other approved professional development activities which do not take the employee from regular duties for more than fifteen (15) consecutive work days at a time. All employees within the bargaining unit shall be eligible for in-service professional development, and direct replacement costs for an employee undertaking such activities shall be paid out of the Professional Development Fund. Sessionals, ~~Limited Term~~, Type C, and Type D employees are limited to in-service Professional Development.

Allocation of Professional Development Funds:

- (i) Full-time employees can access up to \$1,500.00 per fiscal year. Employees less than 100% are pro-rated.
- (ii) An employee can access up to two full years of funds to cover the cost of a single event by borrowing all or a portion from the next fiscal year.

(b) Staff Assisted Educational Leave

(i) Assisted Short-Term Educational Leave

Defined as leave of sixteen (16) to ninety (90) work days, during which a ~~s~~Staff employee shall receive full pay.

Staff employees shall be eligible for assisted short-term educational leave after completion of the equivalent of three (3) years of continuous employment with the Employer since their initial appointment, or after completion of up to the equivalent of ~~threetwo (32)~~ years continuous employment with UFV since the end of their most recent short-term assisted educational leave period, or ~~sixfive (65)~~ years since the end of their most recent long-term assisted education leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of ~~threetwo (32)~~ years continuous employment with UFV, as calculated on a straight pro-rata basis.

(ii) Assisted Long-Term Educational Leave

Defined as leave of ninety-one (91) to two hundred (200) work days, during which time a ~~Staff~~ employee shall receive one hundred percent (100%) of full base pay.

Staff employees shall be eligible for assisted long-term educational leave after completion of the equivalent of five (5) years of continuous employment with the Employer since their initial employment, or completion of up to the equivalent of ~~six five (65)~~ years continuous employment with the Employer since the end of their most recent long-term assisted educational leave period, or ~~threetwo (32)~~ years since the end of their most recent short-term assisted educational leave period. If the previous assisted long-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of ~~six five (65)~~ years continuous employment with the Employer, as calculated on a straight pro-rata basis.

(iii) Assisted Replacement Educational Leave

For staff who take a course during regular working hours, the replacement cost will be applied in the following manner: The wages will be paid of a replacement worker for the time the employee is away from work to attend the course.

Staff employees shall be eligible for assisted replacement costs for educational leave after completion of the equivalent two (2) years of continuous employment. Assisted replacement cost may be used for one course per semester.

(iv) Staff Classification Change

If a staff member applies for Educational Leave and becomes a member of the Faculty component after the application deadline, their salary is based on their staff salary. To apply for a staff Educational Leave the staff member must be in the staff component prior to the application deadline.

(c) Faculty Sabbatical Fund

All Type B Faculty at UFV are eligible for a sabbatical leave after seven (7) years of continuous services. A sabbatical leave provides an extended period of time for faculty to engage in a program of research or other appropriate scholarly activity, an opportunity to upgrade his/her professional skills, acquire new competencies or credentials, or engage in approved teaching and learning activities, including course or curriculum development work.

An eligible sabbatical leave must fit in one of the following six streams:

- **Research Project:** A program or project of research, or work leading to research, designed in a manner making it acceptable within the guidelines now in use for the 'Research Option'.
- **Scholarly Activity Project:** A scholarly project or a program of activity in the creative arts, designed in a manner making it acceptable within the guidelines now in use for the 'Scholarly Activity Option'
- **Teaching and learning project:** A project of significant educational/professional value that benefits both the individual and the institution.
- **Curriculum development:** a course or program curriculum development project relevant to the UFV's current or planned programs;
- **Course or training program:** enrolment and participation in a training or educational program leading to new skills and competencies relevant to the faculty's present or future faculty's teaching responsibilities
- **Completion of requirements for new credentials:** course work, or research towards the completion of the requirements for new credentials relevant to the faculty's responsibilities at UFV.

(i) Qualification for Sabbatical Leave

All Type B Faculty, upon meeting the criteria of the respective leave committees, are entitled to a Sabbatical Leave:

1. After seven (7) years of (continuous) employment with UFV since their initial appointment to a Type B contract or after seven (7) years continuous employment since the end of their most recent Sabbatical leave, effective May 1, 2001, or
2. After seven (7) years continuous employment since the end of their most recent assisted long-term educational leave period. If the previous assisted long-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of seven years (7) continuous employment with UFV, as calculated on a straight pro-rata basis. or
3. After three (3) years continuous employment since their most recent short-term educational leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of three years(3) continuous employment with UFV, as calculated on a straight pro-rata basis.

Faculty who have taken short or long- term assisted educational leaves as stipulated in the '98-'01 Collective Agreement will have their qualification dates modified according to Article 24.3 (i) of the '98-'01 CA as shown above.

(ii) Departmental Responsibilities

Each UFV department shall prepare a multi-year plan for the allocation of sabbatical leaves which will be kept in the office of the Dean of the area. Faculty members shall be able to take a leave within a reasonable time from when they qualify.

In making their allocation plan departments may consider the following:

- The needs of the department to offer certain courses at certain times so as to ensure that students have appropriate access.
- The needs of the department to ensure that a sufficient number of senior personnel are available in any given semester.
- The needs of the department to maintain the integrity and direction of its long term program planning.

The departmental plans shall be reviewed annually in consultation with their Dean.

Faculty members who are unable to take their sabbatical at the point that they qualify, for reasons above or, who elect to postpone their sabbatical for reasons acceptable to their department, will have their eligibility for subsequent sabbatical leaves calculated from their date of eligibility of the (postponed) sabbatical date and not the date when they actually take their sabbatical.

(iii) Application for Sabbatical Leave

Application forms can be obtained from Employee Services or from the Employee Services website. Faculty members may apply for a leave by submitting a proposal to their Department for review and collegial feedback. Once the Department Head has signed the leave application, it should be sent to the Dean for a determination that the leave is in accordance with Article 24.3(c)(i) (Qualification for Sabbatical Leave). Signed and completed submissions should be sent to the Associate Vice President of Employee Services.

Leave applications that are deemed unsatisfactory by the respective committees will be returned to the applicant with written advice on what should be done to create an acceptable project or program. Once rewritten, the application may be resubmitted for consideration.

(iv) **Submission of Sabbatical Leave Report**

Upon completion of a sabbatical leave all faculty members must submit a report for review summarizing the outcomes of the project-

Research Project Leave Reports will be submitted to the Associate Vice President of Research & Graduate Studies. A committee of Instructional Deans will review the Research Project Leave Report, and write a summary assessment of the outcomes of the project. This assessment will be provided to the faculty and will be kept on file for future reference relative to a leave application.

All other Sabbatical Leave Reports will be submitted to JPDC.

Failure to satisfactorily or substantially complete the approved project for the leave may result in the loss of access to future sabbatical or educational leaves.

(v) **Sabbatical Dates, Duration and Pay**

1. Teaching Faculty/Lab Instructors – The duration of the leave is one academic year. During this time faculty will be granted full release from teaching workload in two consecutive semesters in order to permit an extended period of time to engage in their approved sabbatical program. There are two possible start dates which correspond to the teaching sessions: September 1st and/or January 1st. Those choosing September 1 will be on 90% salary for the period September 1 – August 31. Those choosing January 1 will be on 90% salary for the period January 1 – December 31.
2. Non-Teaching Faculty – The duration of the leave is for four months with the option of adding vacation time (40 days) to the leave.
3. Education Advisors – The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.
4. Directors – Directors (Type B) shall be eligible to apply for a sabbatical leave after completion of seven years of employment, five of which must be as a Director. The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.
5. Type B Faculty who work less than 100% over the accrual period for a leave will have their leave percentage prorated if the percentage has changed during the seven-year period.

(d) **Unassisted Educational Leave (Faculty or Staff)**

Is defined as leave of sixteen (16) to two hundred (200) work days, during which time the employee shall not be paid.

Employees shall be eligible for unassisted educational leave after completion of the equivalent of three (3) years continuous employment with UFV since their initial appointment, or completion of the equivalent of up to two (2) years continuous employment with UFV since the end of their most recent educational leave or exchange period.

If the previous unassisted educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with UFV, as calculated on a straight pro-rata basis.

Type C and Sessional employees shall be eligible for short-term and long-term unassisted educational leave after two years of continuous employment. Seniority received during their leave period shall be equivalent to the prior academic year.

(e) Assisted Exchange Leave (Faculty or Staff)

Is defined as leave at full base pay whereby qualified employees, with their consent, are exchanged for a period of up to two hundred (200) work days. Employees shall be eligible for exchange leave after completion of the equivalent of three (3) years of continuous employment with the Employer since their initial employment or the equivalent of up to two (2) years of continuous employment with the Employer since the end of their most recent educational leave or exchange period. If the previous unassisted exchange leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the Employer, as calculated on a straight pro-rata basis.

24.4 Tuition Assistance

- (a) **Faculty** - Type B faculty members who have used their yearly Professional Development allocation towards tuition for a Masters or Ph.D. program and require additional funding to cover the balance of tuition and books may request assistance by writing the Associate Vice President of Employee Services. This request should include a letter of support from the Department Head and Dean plus a copy of the tuition receipt.
- (b) **Staff** - Type A staff members who have used all their yearly Professional Development allotment and still require assistance towards tuition and books when involved in studies toward certificates, diplomas, and degrees may request funding by writing to the Associate Vice President of Employee Services. This request should include a letter of support from the Director or Manager of the area and the appropriate excluded administrator.

24.5 Allocation of Professional Development Funds

- (a) The administration and allocation of the Professional Development Fund is the responsibility of the Joint Professional Development Committee which shall, in consultation with the applicant's senior administrator, and having considered the needs of the department, accept, modify or reject an employee's request for funds and/or time.
- (b) The responsibility for accepting, modifying or rejecting an application for assisted leave, unassisted leave, and exchange leave shall rest solely with the Joint Professional Development Committee and shall not be delegated. However, the Joint Committee may seek the advice of a sub-committee concerning such applications. Applications shall initially be judged on a pass/fail merit basis. The passing applications shall then be considered according to the length of time the applicant has been eligible for such leave. If, after these two steps, more applications are eligible than may be approved, the applications shall be judged according to the seniority of the applicants.

- (c) The SELF and FSLF as defined in Article 24.2(b) and (c) (Professional Development Funds) will be used to pay for the direct costs of an employee granted assisted educational leave. Such costs will be limited to salary and benefits (as described in ARTICLE 28: (BENEFITS) of this Agreement) of a replacement person or persons, recruitment costs, and any approved expenses as specified in Article 24.5(f) (Allocation of Professional Development Funds).

If an employee granted assisted educational leave does not receive full salary due to an educational leave allowance of less than full salary, or due to receipt of external support, then the portion of salary and benefits not paid to that employee will be contributed to the SELF or FSLF.

- (d) Not less than fifty percent (50%) of the SELF shall be annually allocated for short-term educational leave. Not less than forty percent (40%) of the SELF shall be annually allocated for long-term educational leave. If, in any fiscal year, applications are received by the Joint PD Committee such that these percentage allocations cannot be met, the Joint PD Committee may redistribute the allocations as it deems appropriate.
- (e) At the request of the employee, up to ten percent (10%) of the total amount of an employee's pay during educational leave may be withheld by the Employer and claimed as a reimbursement for expenses rather than salary. At the end of the leave period the employee must submit receipts acceptable to the Employer in order to receive expense reimbursement. If less than the amount withheld is claimed as expenses, the balance will be paid to the employee as salary.
- (f) Not more than one thousand dollars (\$1,000.00) for approved expenses related to leave shall be allocated in addition to their full salary to employees granted assisted exchange leave.

24.6 Composition of Joint Professional Development Committee (JPDC)

The Joint Professional Development Committee shall consist of five (5) members appointed by UFV Administration, and five (5) members appointed by and from the Association.

24.7 Employee Obligation

An employee granted professional development leave may be required to maintain contact with the Employer and to provide such information as will allow the Employer to determine whether or not the conditions of the leave have been met. An employee granted professional development leave may be required by the Employer to return to UFV for a period equal to twice (2 times) the length of the leave period, and to submit acceptable activity reports to the Joint Professional Development Committee. An employee who defaults on these conditions may be required to refund all or part of the amount paid on terms the Employer considers appropriate. Should the employee fail to return to UFV or leave UFV before completion of the full period of obligation, the maximum amount of repayment shall be pro-rated on the proportion of obligation unfulfilled.

24.8 Status of Employee on Professional Development Leave

An employee granted educational or exchange leave shall be regarded as a full-time employee for the purpose of determining seniority and salary increments. An employee granted educational or exchange leave shall be entitled to all benefits described in ARTICLE 26: (SICK AND SHORT-TERM DISABILITY LEAVE), ARTICLE 27: (LONG-TERM DISABILITY LEAVE) (if the person meets the LTD Carrier's qualifications), and ARTICLE 28: (BENEFITS) of the Collective Agreement.

On return from professional development leave, the employee is entitled to return to the same or equivalent position, except in the case of supervisors who have no guarantee of reinstatement to their senior positions.

24.9 External Assistance

When sources of outside funding and UFV assistance to an employee granted professional development leave will exceed one hundred percent (100%) of the employee's full base pay, UFV will adjust its assistance to the employee so that total earnings are equal to one hundred percent (100%) of full base pay.

24.10 Definition of Professional Development Leave Period

The professional development leave period is defined as a specified number of work days, or fractions thereof, excluding earned vacation time, during which the employee is relieved from all normal duties. For faculty employees, the leave period may include teaching duty time and all other non-teaching duty time except for earned vacation.

24.11 Training & Development Allowance

Each 100% Type A and Type B employee is granted a \$500.00 per fiscal year training & development allowance; employees less than 100% are granted a pro-rated training & development allowance. This allowance can be used for a number of costs incurred by an employee. Expense claims or transfer requests are to be sent to the Associate Vice President of Employee Services for approval.

ARTICLE 25: LEAVES OTHER THAN DISABILITY LEAVES

25.1 Association Leave

Leave for Association business will be granted pursuant to Article 2.6 (Leaves of Absence: Association Business).

25.2 Leave for Court Appearances

- (a) UFV shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors and subpoenaed witnesses in a court action, provided such court action is not related to the employee's private conduct.
- (b) In cases where an employee's private conduct has occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) Employees in receipt of regular earnings while serving as a juror or witness shall remit to UFV all monies paid to them by the court, except travelling and meal allowances not reimbursed by UFV.
- (d) The employee shall report for work as soon as possible when excused from duty, provided there are more than two (2) hours of work left in the work day.
- (e) Time spent at court by an employee in an official capacity with UFV shall be at the employee's regular rate of pay.
- (f) Attendance at court in relation to actions arising from employment, requiring attendance at court, shall be with pay.
- (g) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay.
- (h) For all the above leaves employees shall advise their supervisors as soon as they are aware that such leave is required.

25.3 Parental Leave

The provisions for paid Parental leave are governed by the Employment Standards Act – Part 6 and upon approval of Employment Insurance (EI). Leave of absence for parental leave shall be granted upon request in writing not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods. The two (2) months notice can be waived on medical grounds.

[Adoptive parents and the partner or spouse of a birth mother are eligible for parental leave. The benefits shall be available in the case of same sex partners.](#)

- (a) Maternity Leave
 - A female Type B faculty or Type A staff member will be paid as follows:
 - (i) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
 - (ii) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

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ARTICLE 25

(iii) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

(b) Biological Father/Adoptive Parent

For a maximum of thirty-seven (37) weeks of parental leave a Type A or Type B employee shall receive the amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary for an employee who is the biological father or adoptive parent.

Parents seeking paid leave should contact Employee Services.

(c) Unpaid Parental Leave of Absence

Unpaid leave of absence for Parental leave shall be granted to any UFV employee upon request in writing made not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods. The two (2) months notice can be waived on medical grounds. Type C Employees shall be granted up to six (6) months.

Parents seeking unpaid leave should contact Employee Services.

(d) Extended Maternity Leave Accommodation

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

25.4 Leave for Professional Development Activity

See ARTICLE 24: (PROFESSIONAL DEVELOPMENT AND LEAVES).

25.5 General Leave

Except as otherwise specified in the Agreement, an employee may apply for and be granted general leave for good and sufficient reason acceptable to the Employer. Employees requesting such leave will file written application to the President who will determine, on the basis of the merits of the application and UFV's operating situation:

- (a) whether such leave will be granted and, if so,
- (b) whether leave will be with or without pay, and
- (c) any other conditions of leave.

The decision of the President on applications for general leave will be final and binding, and will not be subject to grievance procedure.

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25.6 Political Leave

- (a) If employees are nominated as candidates for election at the federal, provincial or municipal level, they may be entitled to leave of absence without pay to engage in the election campaign, if they apply for such leave. This leave may be for a proportion of the employee's regular duty load.
- (b) If elected to full-time office, employees may be eligible for leaves of absence without pay for a period of one (1) year, and such leaves may, upon application, be renewed each year during their term of office, to a maximum of five (5) years. These leaves may be for a proportion of the employee's regular duty load.
- (c) The employee shall give one (1) month notice of intention to apply for a leave of absence under this section by notifying in writing the appropriate senior administrator and the Association.
- (d) Such leave is, however, subject to the discretion of the President who will satisfy himself or herself, in consultation with the department chair or appropriate administrative supervisor, that UFV will not suffer unduly as a result.
- (e) A faculty employee teaching in the university transfer or career technical areas returning from political leave shall re-enter at the beginning of the next recognized semester. Other employees returning from political leave shall re-enter at the Employer's earliest convenience, but not later than four (4) months from the date of the employee's written notification to re-enter.

25.7 Special Leave - Type A or Type B Employees

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

- (a) **Bereavement:** ~~Special leave may be granted~~ as a result of the death of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.
- (b) **Parental/ternity:** ~~Special leave may be granted to the partner of a birth mother when the child is the legal dependent of the employee requesting the leave, due to the birth of a legal dependent of a male employee,~~ provided such leave is requested and taken within twenty (20) days of the birth of the child.
- (c) **Adoption:** ~~Special leave may be granted~~ due to the adoption of a legal dependent by an employee, provided such leave is requested and taken within twenty (20) days of the adoption of the child.
- (d) **Household Emergency:** ~~Special leave may be granted~~ for a household emergency which makes it impossible for employees to report to work due to a serious threat to the safety of their home and family. Examples of household emergencies are the consequences of flooding, impassable road conditions, prolonged power failure, and epidemic health hazards.
- (e) **Family Illness:** ~~Special leave may be granted~~ due to the serious illness of an immediate family member of an employee. For the purpose of this provision, an immediate family member is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild. Three (3) additional days are available if the employee bears the primary responsibility for care.

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- (f) **Specialist Medical Appointments:** ~~Special leave may be granted~~ for an employee's non-routine, medical, dental, and therapeutic appointments with a specialist where these appointments cannot reasonably be scheduled outside of working hours.
- (g) **Additional days** may be granted to primary care givers by the Associate Vice President of Employee Services as needed, in the spirit of clauses (a) - (f).

25.8 Special Leave - Type C, Type D, Limited Term or Sessional Employees

- (a) **Type C, Type D, Limited Term or Sessional employees** employed on a contract calling for regularly scheduled weekly hours may be granted up to three (3) days Special Leave per calendar year.

25.9 Compassionate Care Leave

As of January 4, 2004, the Employment Insurance (EI) Compassionate Care Benefit is available to EI-eligible workers who must be absent from work to provide care or support to a child, parent, spouse or common-law partner who has a serious medical condition with a significant risk of death within six months.

To be eligible for this benefit, employees must have worked 600 hours at their current job and obtain a medical certificate from the attending doctor or medical practitioner indicating the ill family member's condition and need for care.

25.10 Benefits

See Article 28.7 (Benefit Coverage During Leave of Absence Without Pay).

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 Exchange Leave (Faculty or 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.

25.12 Type C, Type D, Limited Term and Sessional Employees Leave Provisions

Type C, Type D, Limited Term and Sessional employees are limited to Article 25.2 (Leave for Court Appearances), Article 25.8 (Special Leave - Type C, Type D, Limited Term or Sessional Employees), and Article 25.3(c) (Unpaid Parental Leave of Absence). In the case of Limited Term and Sessional faculty in-

UFV Proposal 12, FSA Proposals 12, 13

ARTICLE 25

structing semester-based courses, notice to re-enter will coincide with the inception of the Fall or Winter Semesters.

UFV Proposal 12, FSA Proposals 12, 13

ARTICLE 25

ARTICLE 27: LONG-TERM DISABILITY LEAVE

27.1 Long-Term Disability

The Employer agrees to arrange for and maintain a Long-Term Disability (LTD) plan, to be underwritten by an insurance carrier selected by the Employer. The Employer will not change the insurer or alter the policy without prior consultation with the Association. The Employer will not reduce the benefit without prior agreement with the Association.

27.2 Eligibility for LTD

Type A and Type B employees become eligible for LTD coverage upon completion of thirty (30) work days of active service.

27.3 LTD Benefits

The LTD plan or policy will provide for seventy percent (70%) of an employee's normal earnings, to age sixty-five (65) in the event of total disability, subject to an 85% all sources maximum benefit.

27.4 Specific Coverages and Eligibility Provisions

- (a) The LTD plan descriptions contained in this Agreement are provided only for purposes of general description and information. All specific details of the plan, its coverage, terms and conditions shall at all times be subject to and governed by the actual plan or policy underwritten by the insurance carrier.
- (b) The actual plan or policy underwritten by the insurance carrier shall be deemed to be an integral part of this Agreement. The Employer agrees to provide copies of the actual LTD plan or policy to the Association.

27.5 Filling Vacancies Due to LTD Leave

The Employer has the right to fill a vacancy which results from an employee's absence due to LTD leave. Normally such vacancies shall be filled with Type C, Type D, [Limited Term](#) or Sessional appointments.

27.6 Returning to Work from LTD Leave

- (a) Employees returning to work from LTD leave within two (2) years of the commencement of the leave shall be entitled to return to their same or an equivalent position, provided that the Employer is satisfied by medical evidence that they are of sufficient health to assume the position.
- (b) Employees returning to work pursuant to (a) above shall provide the Employer with written notification of their desire to return to work, at least four (4) months prior to the date of their intended return.
- (c) A teaching employee returning to work pursuant to (a) above shall do so at the beginning of the next recognized semester. Other employees shall do so at the Employer's earliest convenience, but not later than four (4) months from the employee's written notification to re-enter.
- (d) Employees who wish to return to work at UFV after being on LTD leave up to a maximum of two (2) years from the commencement of the leave shall be entitled to exercise their bumping rights as given in ARTICLE 16: (LAYOFF AND RECALL), provided the Employer is satisfied by medical evidence that they are of sufficient health to assume the position.

- (e) An employee who wishes to return to work at UFV after being on LTD leave for more than two (2) years from the commencement of the leave shall be entitled to apply for vacant positions, subject to the following conditions:
 - (i) The employee will be considered by the Employer to have internal applicant status pursuant to Article 11.4 (Internal Applicants) over outside applicants, provided that the Employer is satisfied by medical evidence that the employee is of sufficient health to assume the position, and
 - (ii) The right can only be exercised in relation to a position which is vacant at the time the employee is medically capable of returning to work, or which becomes vacant within fifteen (15) months of that date.

27.7 Premium Contributions

The Employee will pay the premium contributions for LTD coverage.

27.8 Employees Absent on LTD Leave

At the discretion of the Association, an employee who is absent on LTD leave may be considered to be a member of the bargaining unit. The Association will assume the responsibility for the collection of any dues or their equivalent during the period of absence.

27.9 Benefits While on LTD Leave

The employer will pay benefit premiums (excluding LTD) and Development Allowance for up to two years while an employee is absent on LTD leave.

27.10 Challenge of Decision of Insurer

- (a) In the event that the Association wishes to challenge a decision taken by the insurer of the LTD coverage, the Association will file a request in writing with the President of UFV, asking that the Employer support and submit the challenge. The request must provide full reasons for the challenge, and copies of any relevant information.
- (b) The President will respond in writing to the Association's request within ten (10) work days from the date of receipt. Such a request by the Association will not be unreasonably refused.
- (c) Should the President refuse to support and submit the challenge, such decision may be the subject of a grievance by the Association, commencing at Step Two of the grievance procedure.

27.11 Protection from Layoff or Termination

Employees shall not be laid off or terminated by reason of illness, injury, or physical or mental disability which prevents them from performing their duties.

27.12 Type C, Type D, Limited Term and Sessional Employees and Long Term Disability Leave

Type C, Type D, Limited Term and Sessional Employees are excluded from ARTICLE 27:.

Employees on LTD do not qualify for the employer to pay benefits. The employer may choose to continue to cover these premiums.

ARTICLE 28: BENEFITS

28.1 Benefit Coverage

Type A and Type B employees shall receive benefits as hereinafter set out below and in ARTICLE 26: (SICK AND SHORT-TERM DISABILITY LEAVE), and ARTICLE 27: (LONG-TERM DISABILITY LEAVE). Type C, Type D, Auxiliary II, Limited Term and Sessional Employees are limited to benefits as detailed below in Article 28.8 (Type C, Limited Term and Sessional Employees Access to Benefits) and Article 28.9 (Type D and Auxiliary II Employees Access to Benefits).

28.2 Group Life Insurance

For Type A and Type B employees the Employer shall pay one hundred (100%) percent of the premium cost of the Group Life Insurance Policy. This Group Life coverage will be three (3) times the employee's annual salary.

28.3 Medical Insurance and Extended Health Benefits

For all Type A and Type B employees, spouses and dependents of employees, provided they are classified as dependents for income tax purposes the employer shall:

- (a) pay one hundred (100%) percent of the premium cost of the British Columbia Medical Plan.
 - (b) pay one hundred (100%) percent of the premium cost of the Extended Health Care Plan.
- The employee may cover persons other than dependents if the insurance carrier agrees and if the employee pays the full cost of the premiums for non-dependents through payroll deduction.

28.4 Dental Plan

The Employer shall provide a dental plan providing a percentage payment for services equal to or better than the following:

Plan A:	100%
Plan B:	75%
Plan C:	75%

For the period of the contract, the choice of carrier will be agreed upon by the Employer and the Association, and the primary considerations in selecting a carrier shall be:

- (a) provision of the outlined benefits at the lowest cost;
 - (b) provision of a suitable claim payment scheme.
- The Employer shall pay one hundred (100%) percent of the premium cost of the Dental Plan.

28.5 Health Spending Account

Type A and Type B employees are entitled to access up to \$1000 under the UFV Health Spending Account (HSA). The HSA is pro-rated for less than 100% Type A or Type B employees. Information on UFV's HSA for Type A and Type B employees is located on our UFV website under www.UFV.bc.ca/es/employee_benefits.htm.

28.6 Pensions

All eligible employees must participate in the appropriate pension plan, except as provided by the plans.

28.7 Benefit Coverage During Leave of Absence Without Pay

Type A and Type B employees on leaves of absence without pay are entitled to maintain all of their benefits portion of premiums, subject to availability of coverage by the carrier, ~~for medical, extended health, dental, long-term disability, or group life insurance, and~~ for any other benefits by paying 100% of the premiums for all benefits during the period of the leave except for the first twenty (20) work days during which the Employer will pay its share of the premiums, excluding long term disability. ~~If they do so, the Employer shall pay its share of the premium for the first twenty (20) work days only.~~

28.8 Type C, Limited Term and Sessional Employees Access to Benefits

- (a) Type C, Limited Term and Sessional appointments confer only limited rights and entitlements under the provisions of this article.
- (b) Eligibility and Included Benefits:
 - (i) Type C, Limited Term and Sessional employees who successfully complete the probation period after April 1, 2001, and whose next contract is equal to or greater than 50% work for the next year, are entitled to participate in the BC Medical Plan, Dental Plan, and Extended Health Care Plan but are not entitled to participate in Long Term Disability or Life Insurance benefits.
 - (ii) For eligible benefits, the Employee will pay 50% of the premium cost.
- (c) Benefits Allowance
 - (i) Type C and Sessional employees who have not completed their probationary period, and non-probationary Type C and Sessional employees who choose not to participate in benefits will receive a benefits allowance as follows:

Sessional employees 50% or greater:	two percent (2%) of gross straight-time earnings.
Staff employees:	four percent (4%) of gross straight-time earnings.
 - (ii) The benefits allowance will be added to a Type C or Sessional employee's earnings for each pay period.
- (d) Termination of Benefits:

Any Type C, Limited Term or Sessional employee on benefits who does not get re-employed at 50% or greater within five (5) months of the end of their contract will be terminated from benefit coverage. During the five (5) months, the part-time employee can maintain coverage by paying full premiums. If terminated from benefits or if the employee decides not to pay the full premium during the five-month period, they must meet the standards of (b) above to gain access to future coverage.

28.9 Type D and Auxiliary II Employees Access to Benefits

- (a) Type D and Auxiliary II employees are not eligible for access to benefits.
- (b) Benefits Allowance
 - (i) Type D and Auxiliary II employees will receive 4% of gross straight time earnings as an allowance in lieu of access to benefits.

ARTICLE 29: STATUTORY HOLIDAYS AND ANNUAL VACATIONS

29.1 Statutory Holidays

- (a) Employees will be granted a day off with pay for each of the following holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	<u>Family Day</u>

and any other general statutory holiday proclaimed by the Federal or Provincial Governments.

- (b) When one of the statutory holidays noted in (a) falls on one of an employee's days of rest, the employee is entitled to such statutory holiday on his or her next regularly scheduled work day, unless the holiday is proclaimed as being observed on some other day.
- (c) When one of the statutory holidays noted in (a) preceding falls on a regularly scheduled work day during an employee's annual vacation, the employee shall be granted an additional day's vacation.

29.2 Annual Vacations

- (a) Type A employees shall be granted paid annual vacations as follows, with calendar years of service calculated as of the anniversary of the employee's entry into service with UFV.
- (i) Less than one (1) year of continuous service: Employees are entitled to one and one-quarter (1 ¼) days off for each completed month of service to a maximum of fifteen (15) days, with pay at the rate of six percent (6%) of regular pay earned to March 31. Greater than one year of continuous service: The following table describes the entitlements for employees with more than one year of service.

Annual Vacation Detail	
In Year	Vacation Days
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	23
9	23

Annual Vacation Detail	
In Year	Vacation Days
10	24
11	25
12	26
13	27
14	28
15	29
16	30

The vacation year shall begin April 1 and end March 31 of the year following. Each year, employees whose service entry date falls between April 1 and March 31 shall be granted a pro-rated vacation allowance based on the portion of the year between their service entry date and the end of the vacation year.

- (b) Type B faculty employees with one (1) or more years completed continuous service as of July 1 shall be granted forty (40) work days vacation.

Type B faculty employees with less than one (1) completed year of continuous service as of July 1 shall be granted three and one-third (3 1/3) days vacation for each completed month of service, to a maximum of forty (40) days, with pay at the rate of sixteen percent (16%) of regular earnings to July 1.

- (c) Type B director employees with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.

Type B director employees with less than one (1) completed year of continuous service as of July 1 shall be granted two and one-half (2 1/2) days vacation for each completed month of service, to a maximum of thirty (30) days, with pay at the rate of twelve percent (12%) of regular earnings to July 1.

- (d) An Educational advisor with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.

29.3 Type C and Type D Employees Annual Vacation Pay and Statutory Holiday Pay

- (a) Type C and Type D Employees shall receive annual vacation pay as a percentage of, and in addition to, their straight time earnings and will be calculated and paid in each pay period. The applicable percentages are as follows:

Employee Category	Vacation Pay Percentage
C and D Staff – contracts of ten months or more	Upon authorization of the Dean, may bank vacation days rather than be paid six percent (6%)
C and D Staff – contracts of less than ten months	six percent (6%)

29.4 Limited Term and Sessional Employees Annual Vacation Pay and Statutory Holiday Pay

Limited Term and Sessional faculty employees have vacation credits and statutory holiday pay included in their rate of pay as in Article 22.12 (Limited Term Faculty Schedules) and Article 22.13 (Sessional Schedules).

31.6 Employee Rights

- (a) CS instructors with FSA membership shall be granted internal status for UFV postings.
- (b) CS instructors with FSA membership are entitled to rights or provisions under the following Articles:

- ARTICLE 1: The Agreement
- ARTICLE 2: Association Recognition And Rights
- ARTICLE 3: Check-Off Of Association Dues And Membership In The Association
- ARTICLE 4: Employer Rights
- ARTICLE 5: Term Of The Agreement
- ARTICLE 6: Renegotiation Of The Agreement
- ARTICLE 7: Grievance Procedure
- ARTICLE 8: Arbitration
- ARTICLE 9: Ratification Of Agreement
- ARTICLE 10: Employee Rights
- ARTICLE 14: Termination And Discipline
- ARTICLE 30: Occupational Health And Safety
- ARTICLE 32: Agreement Committee

ARTICLE 34: ~~EARLY~~ RETIREMENT

34.1 Procedures

The Employer may offer, or an employee may request, a choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

1. is age fifty-five (55) to sixty (60);
2. has a minimum of fifteen (15) years pensionable service;
3. is a Type A or Type B employee on continuing appointment at the time of early retirement;
4. retires from his/her Type A position and is not rehired in any calendar year for more than 140 hours.

The employer or employee has the right to accept or decline an early retirement incentive request or offer within thirty (30) days of the request or offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the President.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

OPTION A: LUMP SUM PAYMENT

The retirement allowance will be paid in one sum on the date of retirement, or on an agreed upon deferred date, or in twelve equal instalments, at the mutual agreement of the employee and the employer, and will be based on scale salary, without allowances, in the following amounts.

Full Years to Age 60	Pay Out
1	up to 20% of annual salary
2	up to 40% of annual salary
3	up to 60% of annual salary
4	up to 80% of annual salary
5	up to 100% of annual salary

Type A or Type B employees (less than 100% contracts) will receive the allowance pro-rata to the percentage of time actually worked at the time of retirement.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

OPTION B

The retiring Allowance described in Option A may be contributed to the employee's R.R.S.P. Rules governing this option are contained in the Canadian Income Tax Act. The maximum pay outs are those described in Option A.

Part-time employees will receive the allowance pro-rata to the percentage of time actually worked at time of retirement.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

OPTION C

Any other mutually agreed upon plan which takes into account the individual employee's personal circumstances. Such plan shall not offer an incentive having a monetary value greater than Options A or B.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

34.2 Fringe Benefits

The fringe benefits referred to in Options A, B and C above will be granted only if available under the terms of the agreement between the Employer and the benefit carriers. The Employer will make every effort possible to negotiate these benefits when choosing carriers.

34.3 Financial Counselling

Each employee who participates in one of the foregoing Options, is entitled to attend financial planning counselling. The financial planning consultant will be selected and paid by the Employer.

34.4 Non-Grievable

Decisions on early retirement requests are made by the UFV President and are not grievable.

34.5 Phased Retirement

Type A or B employees who are at least 55 years of age and have at least 15 years of service who wish to reduce their workload up to 50% prior to full retirement may be able to do so by requesting, in writing, access to Article 25.5 – General Leave. Such requests are subject to approval by the employer who will, in consultation with the relevant managers, determine if the employee's request can be accommodated without undue negative impacts to productivity within the employee's work unit. The employer will provide a written response within two months to an employee's request for access to Article 25.5 for the purposes of phased retirement. A copy of the employee's initial request and the employer's response will be provided to the FSA.

(a) Employees should submit their request at least six months prior to the proposed start date of their phased retirement. This written request must specify the period of the leave and provide a date when the employee's retirement will commence.

(b) The retirement notice will be irrevocable.

(c) The reduction in work under the provision of unassisted leave could be from 20% to 50% over a period of up to two years.

~~(a)~~(d) During the phased retirement period, the employer will pay benefits according to the provisions of Article 28.

34.534.6 "Honorary" Status

An employee who has retired may take "honorary" status. This entitles the employee to honorary status, library and email privileges, and use of UFV facilities and office space without prejudice to existing employees. With the consent of the Department concerned, the employee may continue to attend department meetings with voice but no vote.

34.634.7 Emeritus Status

An emeritus designation is an honourable recognition for long service and contributions to UFV and is not automatic. The designation of "Professor Emeritus" or "Librarian Emeritus" may be awarded by the Board to a retired ~~employee~~faculty member who has served a minimum period of 15 years as a full time faculty member or Librarian at UFV. This time period may include service as a UFV Academic Administrator. On receiving an emeritus nomination, the department or area will consider whether to recommend it to the Dean or University Librarian (as appropriate) and the Provost & Vice President Academic for consideration and support, by the Board after the member is nominated for the designation by a Department Head or Director and it is approved by both the Dean and Vice President Academic. This entitles the member to Emeritus/emerita status will entitle the member to, UFV emeritus identification and, library, e-mail, and faculty parking privileges. privileges, e-mail privileges and faculty parking privileges. Use of other UFV facilities and office space will be approved by a Dean depending on availability for current needs. With consent of the department or area of appointment concerned, the ~~member-employee~~ may continue to attend department or area meetings with voice but no vote. Departments are encouraged to use the expertise of their emeritus colleagues, as guest lecturers, substitute faculty and members of committees.

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.

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:

1. Staff Contract Administrator
2. Two (2) other members appointed by Faculty and Staff Association
3. Director, Human Resources
4. Advisor, Labour Relations
5. 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.

Letter of Agreement

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 2012-2014 Collective Agreement. The provisions of Article 12.7.4 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 12.7.4 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:

1. 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.
2. 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 FSA observers on the URC
 - h. Further clarification of the appeals process
3. 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.
4. Transition from current to future probationary processes.
5. Identification of other clauses in the Collective Agreement affected by the language on tenure and promotion, with recommendations for changes.
6. 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.

Letter of Agreement

Joint Committee on Faculty Instructional Workload

The University and the UFV 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.

Letter of Agreement

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.

1. FSA Proposal #8 – Article 18.9 Student Loads
2. FSA Proposal #28 – Article 18.4 Teaching Assignments for Faculty in Semester-Based Programs (LIBT)
3. FSA Proposal #29 – Article 18.6 Workload for Science & KPE Lab Instructors
4. FSA Proposal #30 – Article 18 Modifications for On-Line Instructors
5. FSA Proposal #31 – Article 18.7 Teaching Loads of Vocational Faculty
6. FSA Proposal #32 – Article 18.4 Teaching Assignments for Faculty in Semester-Based Programs
7. UFV Proposal #39 – Article 18.12 Class Size

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, ~~2010~~ 2012 to September 30, ~~2012~~ 2013.

Should applications exceed 80, the Association Negotiations Chair and the Associate Vice President of ~~Employee Services~~ 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 ~~Employee Services~~ Human Resources.

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

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

- ~~●— Librarians~~
- ~~●— Academic Advisors and Program Advisors~~
- ~~●— Counselors~~
- ~~●— Writing Centre Faculty~~
- ~~●— Math Centre Faculty~~

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

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

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

LETTER OF AGREEMENT ON RESEARCH/FACULTY RECRUITING

~~It is agreed that a joint committee comprising of the Academic Vice President & Provost, the Dean of Research, and an FSA representative, will consider the need and provide possible guidelines for multi-year research applications. This committee will also review the issues surrounding faculty research and faculty recruiting.~~

LETTER OF AGREEMENT ON PART-TIME FACULTY SCALE

It is agreed that all part time faculty will be paid from the Sessional Scale starting April 1, 2004 and that the scale used to pay part time faculty 50% or greater will no longer be in the Collective Agreement

LETTER OF AGREEMENT ON LABOUR MARKET ADJUSTMENT

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. — The Employer will create a Support Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. — The annual credit to the fund will occur effective April 1, 2006.
3. — Upon the request of either party during the term of this Agreement, the Employer and the Union will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that shall be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. — The Support Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
 - — The compensation for specific support staff positions shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employers' Council.
 - — The form, level, and duration of compensation adjustment for those job classifications shall be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. — This Letter of Agreement shall expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

LETTER OF AGREEMENT ON LAB INSTRUCTORS

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

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

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

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

LETTER OF AGREEMENT ON HEALTH SCIENCES PROGRAMS

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

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

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

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

LETTER OF AGREEMENT ON ESL INSTRUCTORS

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

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

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