

MEMORANDUM OF AGREEMENT

between

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

and the

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

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

AND

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

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

1. **Previous Conditions**

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

2. **Effective Dates**

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

3. **Term of Agreement**

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

4. **Appendix "A"**

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

5. **Appendix "B"**

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

6. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

Signed this th 30 day of April, 2015.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Diane Griffiths, Chief Negotiator
Eric Davis
Jackie Hogan
Dianne Hicks
Ken Brealey
Kimberly Burridge
Joanne MacLean
Betty Poettcker

BARGAINING REPRESENTATIVES FOR
THE UNION:

Jonathan Hughes, Chief Negotiator
Connie Cyrull
John Carroll
Randy Kelley
Laura Chomiak
Clare Dale
Vicki Grieve



Diane Griffiths, UFV Chief Negotiator



Jonathan Hughes, FSA Chief Negotiator

APPENDIX "A"

1. Wage Increases

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

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

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

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

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

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

APPENDIX "1A"

Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re: ECONOMIC STABILITY DIVIDEND

Definitions

In this Letter of Agreement:

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

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

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

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

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

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

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

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

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

3. Article 28 Benefits

The Employer agrees to amend the Extended Health Benefits plans as follows:

- (i) While not to be included in the Collective Agreement, effective January 1, 2016, hearing aid coverage shall be increased to \$1000 every three (3) years.
- (ii) While not to be included in the Collective Agreement, effective January 1, 2016, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

APPENDIX "B"

See attached.

10.4 Academic Freedom

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

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

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

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

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

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

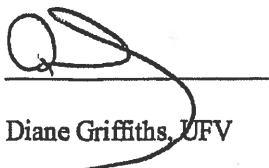
Academic Freedom includes the right of faculty to read and learn, including the right to access, acquire, and preserve textual, visual, documentary and creative source materials in all forms; and to do so in an environment in which university libraries, archives or other repositories shall not proscribe,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

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

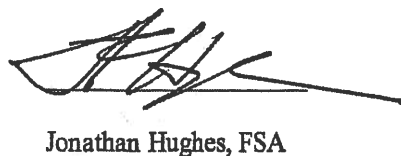
All employees of UFV are citizens, and are entitled to speak, write or act as citizens, and to express opinions on matters of public interest, without institutional censorship or discipline. However, employees should make every reasonable effort to ensure that when they are expressing personal views,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

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

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

Apr 27 115
Date

10.7 Harassment Discrimination, Bullying, and Harassment

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

(a) ~~Personal Bullying or Harassment.~~ Employees shall not be subject to personal bullying or harassment. Violations shall be dealt with through UFV Discrimination, Bullying, and Harassment Prevention Policy 18, which includes definitions, procedures, and rights of parties involved in disputes involving bullying or harassment. ~~Violations shall be dealt with through UFV policy number 110.25.~~

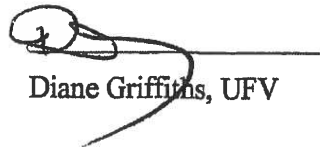
(b) ~~Harassment does not include the exercise of academic freedom or, as determined by university policy (BRP 201.01); the exercise of appropriate managerial or supervisory direction, including performance management and the imposition of discipline; constructive criticism; respectful expression of differences of opinions; reasonable changes to assignments or duties; instructional techniques such as irony, conjecture, and refutation, or assigning readings or other instructional materials that advocate controversial positions; single incidents of thoughtless, petty or foolish words or acts that cause fleeting harm.~~

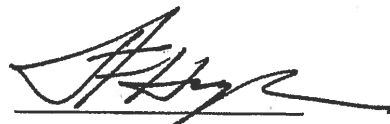
(c) ~~Sexual Harassment.~~ Employees shall not be subject to sexual harassment. Violation shall be dealt with through UFV Discrimination, Bullying, and Harassment Prevention Policy 18, which includes ~~Definitions, procedures, and rights of parties involved in disputes about sexual harassment are described in UFV Harassment policy 110.25. Violations shall be dealt with through UFV Harassment Policy number 110.25.~~

(d) ~~Other forms of Harassment Discrimination.~~ Employees shall not be subject to discrimination, other forms of harassment. Violations shall be dealt with through UFV Discrimination, Bullying and Harassment Prevention Policy number 18, which includes ~~Definitions of discrimination, other forms of harassment,~~ procedures, and rights of parties involved in disputes about discrimination. ~~are described in UFV Harassment Policy 110.25. Violations shall be dealt with through UFV Harassment Policy number 110.25.~~

(e) ~~An employee named in a harassment case~~ case of bullying, harassment, sexual harassment, or discrimination shall be entitled to consult with an Association representative ~~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, ~~w~~Where appropriate, the Association representative may attending investigate meetings or hearings in an informal capacity as a support person and recorder for the employee.


Diane Griffiths, UFV


Jonathan Hughes, FSA

Apr 15 115
Date

11.6 Selection Advisory Committee

- (f) Standing Selection Advisory Committees for the purpose of work allocation or the hiring of Limited Term and Sessional ~~faculty~~ 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 and Sessional ~~faculty~~ employees. When this article is used, the Administrator shall provide the Human Resources Department and Contract Administrator with a brief written explanation as to why this clause is being invoked, prior to the issuing of the contract of employment.


Diane Griffiths, UFV


Jonathan Hughes, FSA

Mar 3/15

11.7 Selection of Heads of Instructional Areas

(a) Members of an instructional area

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

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

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

(c) Term of the Head's appointment

The Head shall be appointed for a term of three (3) years, commencing between ~~May~~ June and August at the area's discretion.

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

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

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

After a Head's second term, ~~the headship shall be considered vacant, and cannot automatically be filled by the previous incumbent.~~ The onus will be on the ~~instructional areadepartment or program~~ to demonstrate to the Dean and the Association that all other eligible members have had an opportunity to submit an application ~~been offered the opportunity to serve as Head before the current Head's application for an additional term is accepted.~~ Consecutive reappointments ~~after a second three-year term~~ shall be for a minimum term of one (1) year ~~two~~ or a maximum term of two (2) three years depending on the needs of the area in consultation with the Dean. ~~for Heads, at the area's discretion~~

(d) Procedure for Selecting the Head

(i) In the last year of a Head's term, the Dean will review the requirements of the position in preparation before issuing a call for applications. In doing so, the Dean will consult with the area concerning the general criteria to be applied, which will take into account both the university's strategic and educational plans and planning documents at the area level. ~~a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:~~

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

(iii) The Dean's letter of invitation will set out the requirements for the position, noting any specific priorities to be addressed, and outline the provision for release from teaching workload anticipated for the term of appointment.

- (iv) Applicants shall address in their applications the requirements and priorities set out in the letter of invitation from the Dean, and provide a CV and any other documentation they individually deem relevant.
- (v) The Dean shall review the applications provided, and determine which applications in the opinion of the Dean should be forwarded to the department for consideration. Where the Dean determines that an application should not be forwarded, the Dean will meet with the applicant to discuss the matter.
- (vi) The Dean will forward a copy of applications to be considered to the eligible voting members of the instructional area, and invite the applicants to make a presentation to the area members addressing the requirements and priorities for the position. In the event there is only one applicant, the Dean may accept a request from the area to waive the presentation.
- (vii) All eligible voting members should attend the presentations. Following the presentations, or, in the case of a single applicant, a review of the application, a vote among the eligible members will be carried out by the Dean's office who will report the total number of votes for each candidate.
- (viii) Where the vote does not result in a majority recommendation for any single candidate, the Dean may appoint an interim Head. Interim Head appointments will normally be for a minimum term of one (1) year but not more than two (2) years, depending on the needs of the area in consultation with the Dean.
- (+)(ix) Where the call for applicants results in no applications, the Dean will normally reissue the call, and subsequently determine the need to appoint an interim Head for a period of one (1) year but no more than two (2) years, depending on the needs of the area in consultation with the Dean.
1. ~~At least fifty percent of the committee selected by the members of the area in an election conducted by the Dean's office.~~
 2. ~~Up to fifty percent of the committee selected by the Dean.~~
 3. ~~Members who intend to apply for the position of Head must refuse nomination or appointment to the selection committee.~~
 4. ~~When selecting members for the committee, the Dean and the area shall consider the importance of including representatives from various groups in the area including staff, other interested areas, and various campuses.~~
- (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;~~

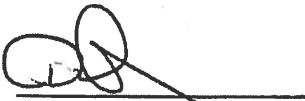
4. recommend a candidate to the appropriate Dean and area for appointment as Head. When arriving at its recommendation, the committee shall consider the importance of drawing Heads from various campuses and groups within the area.

(iii) The appropriate Dean and area shall each decide whether to accept the recommendation of the committee.

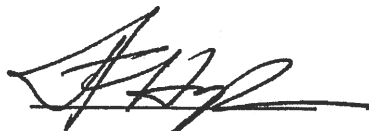
If the recommendation is accepted by the Dean and by a majority vote of the members of the area, the recommended candidate shall become the next Head.

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.



Diane Griffiths, UFV



Jonathan Hughes, FSA

Feb 17/15

11.8 Selection of Directors of Instructional Schools

(a) Members of an Instructional School

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

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

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

(c) Term of the Director's Appointment

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

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

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

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

(d) Procedure for Selecting the Director

- (i) In the last year of a Director's term, the Dean will review the requirements of the position in preparation before issuing a call for applications. In doing so, the Dean will consult with the area concerning the general criteria to be applied, which will take into account both the university's strategic and educational plans and planning documents at the area level, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:
- (ii) The Dean will invite applications for the position of Director from all eligible B faculty in the area. The Dean will ensure the invitation is sent to eligible B faculty sufficiently in advance of the end of the current Director's term to allow the application process to be completed in a timely manner.
- (iii) The Dean's letter of invitation will set out the requirements for the position, noting any specific priorities to be addressed, and outline the provision for release from teaching workload anticipated for the term of appointment.
- (iv) Applicants shall address in their applications the requirements and priorities set out in the letter of invitation from the Dean, and provide a CV and any other documentation they individually deem relevant.
- (v) The Dean shall review the applications provided, and determine which applications in the opinion of the Dean should be forwarded to the department for consideration. Where the Dean determines that an application should not be forwarded, the Dean will meet with the applicant to discuss the matter.
- (vi) The Dean will forward a copy of applications to be considered to the eligible voting members of the instructional area, and invite the applicants to make a presentation to the area members addressing the requirements and priorities for the position. In the event there is only one applicant, the Dean may accept a request from the area to waive the presentation.
- (vii) All eligible voting members should attend the presentations. Following the presentations, or, in the case of a single applicant, a review of the application, a vote among the eligible members will be carried out by the Dean's office who will report the total number of votes for each candidate.
- (viii) Where the vote does not result in a majority recommendation for any single candidate, the Dean may appoint an interim Director. Interim Director appointments will normally be for a minimum term of one (1) year but not more than two (2) years, depending on the needs of the area in consultation with the Dean.
- (+)(ix) Where the call for applicants results in no applications, the Dean will normally reissue the call, and subsequently determine the need to appoint an interim Director for a period of one (1) year but no more than two (2) years, depending on the needs of the area in consultation with the Dean.
1. At least fifty percent of the committee shall be composed of Type B members selected by the members of the area in an election conducted by the Dean's office.
 2. Up to fifty percent of the committee selected by the Dean.

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

4. When selecting members for the committee, the Dean and the area shall consider the importance of including representatives from various groups in the area including staff, part time faculty, other interested areas, and various campuses.

(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.


Diane Griffiths, UVV


Jonathan Hughes, FSA

Mar 11 115

ARTICLE 12: APPOINTMENTS

12.1 Type A Staff Appointments

(a) Appointments

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

(b) Probationary Period

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

(c) Reappointments

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

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

- (i) a continuing appointment without term; or
- (ii) a second and final probationary period of 912 hours~~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 456 hours~~three (3) months~~ for employees in pay groups two to four (2-4) inclusive, and not exceeding 912 hours~~six (6) months~~ for employees in pay groups five (5) and above inclusive, with complete access to the grievance procedure.

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

12.2 Type C Staff Appointments

(a) Appointments

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

(b) Probationary Period

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

(c) Reappointments

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

- (ii) Failure to reappoint to a subsequent Type C Contract for which the employee is qualified and has the most seniority is grievable.
- (iii) At least one (1) month prior to the completion of an employee's initial probationary appointment to a Type C contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.
- (iv) Reappointment subsequent to the initial probationary period may be made for:
 1. An additional Type C appointment; or
 2. A final probationary period of 912 hours ~~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 has worked more than 140 hours.

12.5 Regularization of Staff Employees

(a) Qualifying For Regularization

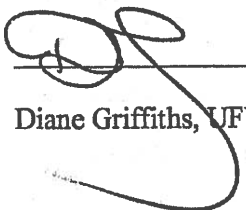
A staff employee who is hired on a Type C contract shall be given a regularized Type A contract after two years of subsequent services provided the following criteria have been met:


- (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


Diane Griffiths, JFV


Jonathan Hughes, FSA


March 12/15
Date

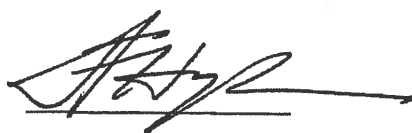
12.4 Auxiliary II Staff Appointments

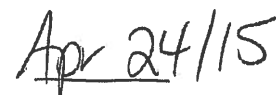
(a) Appointments and Reappointments

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

(+)(ii) Once an auxiliary II staff employee completes 2736 hours, the auxiliary staff employee will be acknowledged as having internal status for UFV job postings.


Diane Griffiths, UFV


Jonathan Hughes, FSA


Date

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

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

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

(b) Probationary Period

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

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

(c) Reappointments

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

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

- (i) A continuing appointment without term; or
- (ii) A further one (1) year probationary period, during which period the employee has complete access to the grievance procedure.
 1. At the time of notification of appointment to a second probationary period the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.
 2. In the case of a final probationary period, the employee shall be advised at least two (2) months' prior to the end of the period of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued.

3. There shall be no more than two (2) probationary periods.

(d) Trial Period

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

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

12.7 Faculty Appointments for Teaching Faculty

This article applies to all lecture faculty and to the laboratory instructors appointed prior to April 1, 2015. All laboratory instructors hired April 1, 2015 or later will be appointed in accordance with Article 12.8.

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.

(e)(a) Appointments

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

Form
Numt
Alignr
1" +

degree, or the special conditions as may be set out in the letter of appointment. Faculty denied tenure may be offered up to a one year terminal limited term appointment to facilitate their search for employment elsewhere.

Faculty granted tenure will simultaneously receive promotion to Associate Professor.

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

(f)(b) Probation

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

3. be dismissed.

~~(g)~~(c) Termination of Tenure-Track Faculty

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

~~(h)~~(d) Loss of Entitlement to Employment

(i) The Association and the University:

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

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

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

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

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

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

(iv) Layoff Procedure

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

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

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

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

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

(i)(e) Grandparenting for teaching faculty appointments

- (i) Upon written request to the Dean and submission of a current curriculum vitae, which includes the member's record of teaching, scholarship and service, and a brief statement on teaching philosophy, faculty who have successfully completed the IPEC process plus a three-year evaluation review by August 1, 2013 will be granted tenure and, with the exception of laboratory faculty, assigned the rank of Associate Professor. All completed submissions must be received in writing by the Dean's office by December 31, 2013. ~~For the period of the 2012-2014 Collective Agreement, Laboratory Instructors faculty will be granted tenure at the without rank of Laboratory Instructor II. 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.~~

1. Current faculty who have successfully completed the IPEC process plus a three-year evaluation review and who do not submit a written request as specified in

12.7(e)(i) above will be considered tenured faculty, and subject to the same ongoing tenured faculty evaluation processes as stipulated in Article 13.5, ~~but will, with exceptions noted in 12.7(e)(i), be granted the rank of Assistant Professor or Laboratory Instructor I, as appropriate.~~

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

12.8 Faculty Appointments for Laboratory Instructors

(a) Appointments

- (i) Employees who are appointed to laboratory instructor positions which are intended from the outset as permanent contract positions will be identified as Type B contract status employees at the time of their initial hiring.
- (ii) The Employer maintains the right to post a Type B position within one (1) years' time of the original temporary posting if it becomes known that the position will be permanent.

JFH

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

(iv) Initial appointments will be made at the rank of Laboratory Instructor I or II:

1. Laboratory Instructor I; possession of a Bachelor's Degree in a relevant subject area and, if applicable, knowledge of regulatory codes and requirements as well as relevant safety certification.
2. Laboratory Instructor II; possession of a Master's Degree in a relevant subject area and, if applicable, knowledge of regulatory codes and requirements as well as relevant safety certification. Also, a minimum of four (4) years relevant professional experience as a Laboratory Instructor and a demonstrated capacity to apply related academic expertise.

(b) Probationary Period

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

- (i) During the initial probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.
- (ii) An employee who is not reappointed in accordance with article 12.8(a) (Appointments) and 12.8(c) (Reappointments) will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.8(b)(i) above.

(c) Reappointments

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

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

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

(d) Trial Period

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

- (i) A one (1) year trial period with complete access to grievance procedures.
- (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.

(e) Promotion

Subject to satisfactory evaluations and the successful completion of the qualifications required for a Laboratory Instructor II under Article 12.8(a)(iv) above, a Laboratory Instructor initially appointed to the rank of Laboratory Instructor I may apply for promotion to the rank of Laboratory Instructor II by submitting an application to his or her Dean. The application should include a current curriculum vitae, which includes the member's record of teaching, scholarship and service and documentary evidence that he or she meets the required qualifications.



Diane Griffiths, UFV



Jonathan Hughes, FSA

Mar 31 / 15

Date

12.9 Limited Term Appointments

(a) Limited Term Appointments are appointments which are twelve months in duration, carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Duties of Limited Term faculty fall within Article 18.1, specifically the Teaching and Service components. These faculty are expected to be available for student consultation and to fulfill some departmental service responsibilities which may include service on university wide committees.

(h) Implementation of Limited Term Appointments


- i. For the 2013-14 academic year, the university will endeavor to implement Limited Term Appointments wherever feasible up to the number of approved and implemented Teaching Faculty Sabbaticals for the 2013-14 year.
- ii. Commencing in the 2014-15 academic year, the university agrees to fund a maximum of 30 Limited Term Appointments in the 2014-15 academic year.
- iii. In the 2015-16 academic year the number of funded Limited Term Appointments will be increased to a maximum of 35.

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

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

Mar 3/15

12.11(new) Hourly Faculty Appointments

Hourly Faculty Contract appointments are temporary faculty appointments which may be either non-teaching or teaching appointments and are offered on an hourly contract basis.

(a) Hourly Non-Teaching Faculty Appointments

Hourly non-teaching faculty appointments for temporary appointments to Academic Support Faculty positions (Article 19) and Director positions (Article 20).

(b) Hourly Teaching Faculty Appointments

- i. Hourly teaching faculty appointments are for temporary appointments to teaching faculty positions (Article 18) programs in which teaching is not organized on a term by term course basis, such as training day based programs.
- ii. Hourly contract teaching faculty who have worked a minimum $\frac{3}{4}$ workload over a full year in one position in one department in which teaching is not organized on a term by term course basis, 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 or initial probationary period of a tenure-track appointment.
- iii. Temporary teaching faculty appointments may from time to time be necessary for a limited period on an hourly or a day-to-day basis in program organized on a term-by-term course basis, for the purposes of substitution for other employees for reasons of illness or leaves of short duration or other emergency circumstances. Appointments which are consistent with the intent of this clause neither confer nor add to sessional rights or entitlements.

(c) Probationary Period


- i. Hourly Faculty must work a minimum of (a) two years and (b) 912 hours during each of the two years to conclude their probationary period.
- ii. An Hourly 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 an hourly faculty member is the unsuccessful candidate, one month notice shall be given.
- iii. During the probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.
- iv. Hourly 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 temporary hourly contracts for which they are qualified. This right does not entitle an hourly faculty employee to claim

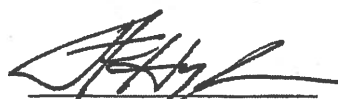
concurrent temporary hourly contracts for which he or she is qualified; concurrently available work shall be offered in rounds to qualified hourly contract employees, beginning with the most senior hourly contract employee.

- v. An employee who is not reappointed in accordance with 12.11(a) (Appointments) and 12.11(c) (Reappointment), will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.11(c)(iii) above.

(d) Reappointment

- i. The Employer shall offer reappointment to a subsequent hourly faculty contract for which a probationary employee is qualified and has the most seniority unless evaluation results are unsatisfactory. This does not entitle an hourly faculty employee to claim concurrent temporary hourly contracts for which he or she is qualified; concurrently available work shall be offered in rounds to qualified hourly contract employees, beginning with the most senior hourly contract employee.
- ii. Failure to reappoint to a subsequent Sessional Faculty contract for which the employee is qualified and has the most seniority is grievable.



Diane Griffiths, UFV



Jonathan Hughes, FSA

March 17 / 15
Date

12.12 Transfers, Promotions or Bumping to a Different Position

- (b) If a staff employee on a continuing appointment is transferred, promoted, or bumps into a position which is different from the position he or she previously occupied, he or she will serve a non-initial probationary period of 912 hours ~~six (6) months~~.

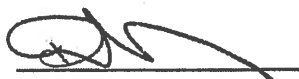

Diane Griffiths, UFV

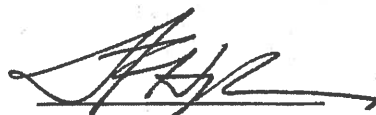

Jonathan Hughes, FSA

Apr 24/15
Date

12.14 Excluded Administrative Appointments Without Term (Continuing Appointments)

- (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 agree to assign the excluded employee to a course or section~~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 that he or she possesses any additional qualifications and/or experience required for the particular course he or she has applied~~wishes~~ to teach.
 - (ii) the employee must not displace any employee who would normally be offered that course through usual work allocation procedures as outlined in Article 18.14.
 - ~~(ii)~~(iii) Excluded employees are limited to a number of occasional courses equivalent to the number of overload courses allowed teaching faculty as outlined in Article 18.1(Overloads).


Diane Griffiths, UFV


Jonathan Hughes, FSA

Apr 27/15
Date

ARTICLE 13: Evaluation

13.1 ~~Preamble~~ Purposes of Evaluation

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

(d) ~~13.2 Evaluation Criteria and Procedures~~

- (e)(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.
- (f)(b) All employees will be provided with a copy of the criteria and procedures to be used in evaluating them.
- (g)(c) The appropriate supervisor will present the completed evaluation in the form of a written performance review report which will be discussed with the employee. The employee will sign the performance review report to acknowledge that it has been received. The employee may, within five (5) work days, enter a Memorandum into the evaluation file. The performance review evaluation report shall not be changed after the employee has signed it.
- (h)(d) If re-evaluation is requested by the employee within ten (10) work days of signing the evaluation performance review report, the re-evaluation will be prepared by a person other than the person responsible for the immediately preceding performance review report, and that person will be chosen by the President after consultation with the Joint Professional Development Committee.
- (i)(e) In the absence of a regularly scheduled evaluation report, the performance of the employee shall be deemed to be satisfactory for that period. For post-probationary staff, a regularly scheduled evaluation must be presented to the employee completed within four (4) months of the initiation of the staff performance evaluation questionnaire.

13.23 Staff Evaluations

For Staff employees, 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.

~~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

- (c) Be based on current duties and responsibilities as described in the employee's job description;

- (d) 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;
- (e) Inform participants that their identity will remain confidential to Human Resources; and
- (f) Include provision for an employee's self-appraisal and a formal response to the completed evaluation.

13.34 Faculty Evaluations

- (a) For Academic Support Faculty employees (Article 19), evaluation criteria and procedures will be established by the Employer in consultation with the employees in the appropriate area and the Joint Professional Development Committee, Standing Committee on Faculty Evaluations.

The purpose of Academic Support Faculty evaluation shall be to help Academic Support Faculty attain and maintain best practices in professional practice, service, and scholarship, identify areas for improvement and to determine suitability for reappointment or continuing appointment.

- (b) For Directors (Article 20), evaluation criteria and procedures will be established by the Employer in consultation with the employees in the appropriate area and the Joint Professional Development Committee.

The purpose of Director evaluation shall be to help faculty attain and maintain best practices in professional practice, service, and professional development, identify areas for improvement, and to determine suitability for reappointment or continuing appointment.

- (c) For Laboratory Instructors (Article 18), the evaluation criteria and procedures will be established by the Employer in consultation with the employees in the appropriate area and the Standing Committee on Teaching Faculty Evaluation.

The purpose of Laboratory Instructor evaluation shall be to help Laboratory Instructors attain and maintain best practices in teaching, scholarship and service, identify areas for improvement and to determine suitability for reappointment or continuing appointment

- (d) For Teaching Faculty (Article 18), not including Lab Instructors, the standards of faculty evaluation in teaching, scholarship and service shall be developed by faculty in consultations with their departments and their faculties, and approved by Senate. The procedures by which Teaching Faculty will be evaluated shall be established by the Employer in consultation with the employees in the appropriate areas and the Standing Committee on Teaching Faculty Evaluation.

The purpose of Teaching Faculty evaluation shall be to help Teaching Faculty attain and maintain best practices in teaching, scholarship and service, determine suitability for re-appointment, tenure and promotion and to identify opportunities for post-tenure growth and development.

The procedures for evaluating Teaching Faculty performance will:

1. be transparent, pro-active, and exercised in a manner that enhances the career and professional development of the faculty member while ensuring the member's accountability to the Senate approved faculty standards for the particular faculty appointment the member holds.

2. be applied in such a manner as to recognize the primacy of teaching excellence, to support the ability of the faculty member to integrate teaching and scholarship, and to recognize the duty of faculty respecting regarding service and collegial governance.

3. recognize and respect the faculty member's commitment to enhancing his or her teaching competency through regular feedback intended to enable on-going reflection on course design and teaching methods, and identification and implementation of strategies for change or improvement, including official student evaluations for the courses taught during the three year review cycle and peer reviews.

4. recognize and respect the tripartite division of teaching, scholarship and service for evaluative purposes established for each faculty member in his or her annual faculty workload plans for the year or years within each performance review cycle.

5. recognize and respect Section (6) the Dossier requirements in Section 6 of the UFV Tenure and Promotion Procedures except for the Statement of the Case for Tenure and Promotion, with the following exceptions:

a. The Statement of the Case for Tenure and Promotion will not be required unless the tenured faculty member is applying for promotion. Where a tenured faculty member intends to apply for promotion in the year he or she is due for post-tenure performance review, the full Tenure and Promotion Procedures will apply.

13.45 Times for Evaluation

~~1. 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.~~

(a) Staff

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.

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.

All Type A and Type C Staff Employee will be evaluated 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 12.12 (Transfers, Promotions or Bumping to a Different Position).

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.

(b) Faculty

Type B Academic Support Faculty and Directors 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 an evaluation is waived, the Academic Support Faculty or Director will still be expected to report annually on their professional practice, scholarship/professional development and service activities performed in the year preceding such report. When warranted by an unsuccessful evaluation 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.

Type B Teaching Faculty shall undergo an evaluation encompassing teaching, scholarship and service responsibilities when they apply for tenure and promotion, and every three years after the granting of tenure or promotion, whichever comes latest. Teaching Faculty grandparented under Article 12.7(e)(i) shall be evaluated every three years on the cycle established at the time tenure was granted.

When two consecutive evaluations (including the final probationary evaluation) have been satisfactorily completed, the Type B teaching faculty member may request to waive the next regularly scheduled evaluation; such a request will not be unreasonably denied. When an evaluation is waived, the Type B teaching faculty member will still be expected to report annually to the Dean on their teaching, scholarship and service activities performed in the year preceding such report. When warranted by an adverse unsuccessful evaluation, 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 performance review. It is the Employer's responsibility to ensure that evaluations are carried out.

~~(g)(c)~~ 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.

Type B Laboratory Instructors shall be evaluated every three years after completion of their probationary period. Laboratory Instructors grandparented with tenure under Article 12.7(e)(i) shall be evaluated every three years after the granting of tenure. When two consecutive evaluations (including the final probationary evaluation) have been satisfactorily completed, the Type B Laboratory member may request to waive the next regularly scheduled evaluation; such a request will not be unreasonably denied. When an evaluation is waived, the Type B Laboratory Instructor will still be expected to report annually to the Dean on their teaching, scholarship and service activities performed in the year preceding such report. When warranted by an adverse unsuccessful evaluation, 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 performance review. It is the Employer's responsibility to ensure that evaluations are carried out.

Form

Form

Form

Form

Form

Numb

Alignn

1" +

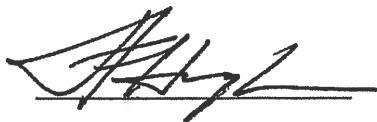
Limited Term and Sessional Instructors shall be evaluated on each course they teach during the probationary period. Probationary Limited Term Instructors who have previously taught courses for which there is a successful evaluation on file may request that evaluations of those courses be waived, in each semester during the probationary period. Non-probationary Limited Term and Sessional Instructors shall be evaluated every three years on ~~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.

13.56 Grieving Evaluation Reports

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

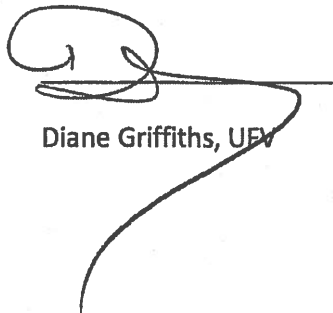
March 23/15

Date

ARTICLE 15: SENIORITY

15.3 Employee Appointments: Limitations on Seniority

- (a) In exercising seniority rights on contracts for which they are qualified, Type C and Type D employees who subsequently receive a Type A appointment will carry their accrued seniority. Such accrued seniority will then be recognized for all purposes of this Agreement relative to his or her Type A appointment.
- (b) In exercising seniority rights on contracts for which they are qualified, limited term and sessional faculty can exercise only departmental seniority. Limited term and sessional faculty employees who subsequently receive a Type B appointment will carry 80% of their accrued seniority to their new appointment. Effective January 1, 2016, limited term and sessional faculty employees who subsequently receive a Type B appointment will carry 100% of their accrued seniority to their new appointment. Such accrued university seniority will then be recognized for all purposes of this Agreement relative to his or her Type B appointment.



Diane Griffiths, UFW



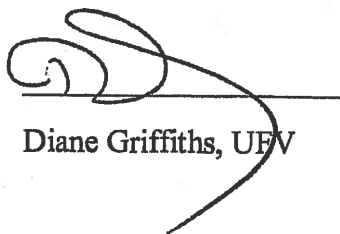
Jonathan Hughes, FSA

Mar 3/15

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; Hourly teaching and non-teaching faculty, Type C, Type D and Auxiliary II employees are not rehired for more than five (5) months; or Limited Term and Sessional faculty employees not rehired to teach a course or courses for three consecutive academic terms;
- (d) They lose their recall rights in accordance with the terms of this Agreement.


Diane Griffiths, UFV


Jonathan Hughes, FSA

March 12/15
Date

ARTICLE 16: LAYOFF AND RECALL

16.1 Reasons for Layoff of All Employees Excluding Tenure and Tenure-track Teaching Faculty

- (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, reducing or adding a program;
 - (ii) change in community needs as demonstrated through factors such as declining student enrolment and/or job opportunities/labour market factors;
 - (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;
 - ~~(vi)~~(vii) when an employee's position is identified as redundant;
 - ~~(vi)~~(viii) 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 Reasons for Layoff of Tenured and Tenure-track Teaching Faculty

Tenured and tenure-track teaching faculty will only be laid off in accordance with the reasons in Article 12.7(d)(iii) (Reasons for Layoff of Tenured and Tenure-track Faculty).

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

- (a) Type D, Auxiliary II employees, Hourly and Sessional faculty do not have access to these provisions.
- (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:.
- (c) Type C employees may be laid off in accordance with the provisions of ARTICLE 16: (LAYOFF AND RECALL) of this Agreement.

16.4 Application of Seniority Principle

Subject to Article 16.54 (Layoff Procedure for All Employees Excluding Tenure and Tenure-track Teaching Faculty) and Article 16.6 (Layoff Procedure for Tenure and Tenure-Track Teaching Faculty), there

shall be no exceptions to the principle of "last hired, first laid off" except as noted in Article 16.175 (Right to Grieve).

16.416.5 Layoff Procedure for All Employees Excluding Tenure and Tenure-track Teaching Faculty

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 16.75 (Advance Notice to the Association of Layoff for All Employees Excluding Tenure and Tenure-track Teaching Faculty), and ~~notice to the affected employee in accordance with Article 16.86 (Notice of Layoff to Affected Employees)~~.
- (b) During the advance 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 of All Employees Excluding Tenure and Tenure-track Teaching Faculty), 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.~~
- (i) Probationary Type B faculty will be laid off first next;
- (ii) Non-probationary Type B faculty will be laid off only after the preceding categories.

16.6 Layoff Procedure for Tenured and Tenure-track Teaching Faculty

The procedure for layoff of tenured and tenure-track teaching faculty will be in accordance with the procedure in Article 12.7(d)(iv) (Layoff Procedure). The employer will also provide advance notice of layoff to the employee in accordance with Article 16.988 (Notice of Layoff to Affected Employees).

16.516.7 Advance Notice to the Association of Layoff for All Employees Excluding Tenure and Tenure-track Teaching Faculty

- (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 of layoff 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. These employees identified shall also receive advance notification in writing that they may be subject to layoff.

(b) Emergency circumstances

Where layoffs are necessitated in emergency circumstances beyond the control of the Employer, these advance notice provisions in Article 16.7(a) above and Article 12.7(d)(iv) are not applicable. In such cases, however, the Employer will provide the Association, as per Article 16.75(a) above and Article 12.7(d)(iv), with a full explanation of the emergency circumstances at the earliest possible date.

16.616.8 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.
- (d) In the event that Limited Term faculty are laid off, they shall be given two (2) months advance notice in writing.
- (e) All layoff notices will include a statement of the reason or reasons for that particular layoff.
- (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.
- (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.
- (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.

16.716.9 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 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). In the case of a Type A or Type B employee whose bump into a Type A or Type B position results in a decreased annual pay rate of five thousand (\$5,000.00) dollars or more, the employee's new rate of pay will be phased in over a 12-month period by decreasing the employee's rate of pay each month by an amount equal to 1/12th of the difference between the employee's rate of pay at the time of the lay-off and the employee's new rate of pay for the elected position. At the end of the 12-month period, the employee's rate of pay will be at the rate for the job position into which they bumped.
 - (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 notify the Employee within a reasonable time whether the bump will be accepted or denied. The Employer will then give the bumped employee notice of layoff in accordance with Article 16.8986 (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~~16.10 **Order of Recall**

Employees on layoff shall be recalled in reverse order of layoff as affected through application of Article 16.54 (Layoff Procedure for All Employees Excluding Tenure and Tenure-track Teaching Faculty) and Article 16.6 (Layoff Procedure for Tenured and Tenure-track Teaching Faculty).

~~16.9~~16.11 **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 Sessional 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 and active contact information, including email, 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)- and the 12 month step down provision in Article 16.7(a)(v) will apply where the acceptance of the recall results in a decreased annual pay rate of five thousand (\$5,000.00) dollars or more. Type A or Type B employees who refuse an initial offer of a lower paying job will no longer have access to the 12 month step down provision in Article 16.7(a)(v) in the event this employee receives and accepts a subsequent offer of a lower paying position which becomes vacant during the employee's recall period. 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, UFV email 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~~16.12 **Notice of Recall**

- (a) Notice of recall shall be made by telephone, ~~telegram~~, special delivery, registered mail, UFV email 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. Notified employees 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.~~ Notified employees 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. 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~~16.13 **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~~16.14 **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~~16.15 **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 16.15~~63~~(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~~16.16 **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 16.89~~86~~ (Notice of Layoff to Affected Employees).

~~16.15~~16.17 **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~~16.18 **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.

16.1716.19 **Job Security**

- (a) The principle of job security will be honoured in all budget decisions.
- (b) For All Employees Excluding Tenure and Tenure-track Teaching Faculty: 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.
- (a)(c) For Tenure and Tenure-track Teaching Faculty: Article 12.7(d)(iv) (Layoff Procedure) applies.

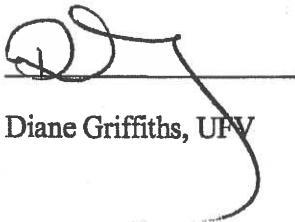

Diane Griffiths, UFV


Jonathan Hughes, FSA

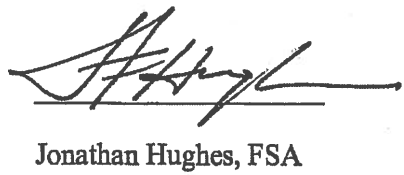
April 28, 2015
Date

17.5 Rest Periods

Full-time employees will be allowed two (2) fifteen (15) minute rest periods each work day – one (1) in each half of the shift, i.e., one before and one after the meal period. These rest periods may not normally or regularly be combined. Combination may be permitted on occasion to facilitate an employee attending a medical, dental or similar appointment. and No untaken rest period will be paid in lieu.



Diane Griffiths, UFV



Jonathan Hughes, FSA

March 19/15
Date

ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

18.1 Teaching Faculty Duties

The University of the Fraser Valley is a primarily undergraduate, teaching university. Therefore, while recognizing that the professional obligations and commitments of its Teaching Faculty members fall into the categories of teaching, scholarship and service, the parties recognize that the assignment or distribution of workload must be in accordance with the principle that teaching is the primary obligation and commitment of all Teaching Faculty at UFV. With this understanding, The essential duties and responsibilities comprising the workload of teaching faculty members fall into three categories. Recognizing that work in these areas constitutes the faculty member's professional obligation to the University, all these activities shall form the basis of departmental considerations in developing workload assignments which are reasonable and equitable.

(a) Teaching

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

- Scheduled teaching consists of the development and delivery of courses, including lectures, seminars, laboratories, clinical supervision, online courses, or hybrid course delivery, whether in classrooms, laboratories, open or closed shops and/or 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, but is not limited to, supervision of research theses and projects, practica, internships, field or study tours, directed reading, and independent studies and as well as individual mentoring and counselling students on academic matters

(b) Service

Service may include involve activities that are performed at the level of the department or area, the institution, or the wider community served by UFV, including but is not restricted to the following activities:

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

(c) Scholarship and Professional DevelopmentScholarly Activity

Scholarly activitywork is intellectual and academic work that is undertaken to contribute to a faculty member's discipline, the university, for the benefit of one's professional development, students, peers, and/or the community or society. Scholarly activity is distinct from professional development (PD). PD is defined as work engaged by a faculty member to strengthen or enhance his or her professional skills, and/or maintain currency in his or her area of expertise. Faculty are responsible for reporting on scholarly activity and PD 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

- Contributing to the Scholarship of Teaching and Learning
- Developing and disseminating intellectual or academic work through presenting workshops or papers or being a panel member at a conference
 - Participating in workshops or conferences
- Inventing or enhancing a piece of equipment or a physical instrument

18.2 Reassignment of Teaching Faculty Workload – Scholarship

The University of the Fraser Valley has a commitment to establishing a fund to support scholarly activity, accessible to all faculty, as outlined in Article-Error! Reference source not found. (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.

18.2 Teaching Faculty Workload

The parties recognize that flexibility in individual annual workload assignments within departments may be important to enable department and area goals and objectives. Flexible workload assignments must, however, be consistent with the principles of equity, transparency, sustainability, and accountability. While recognizing that the form and content of flexible teaching faculty workload assignments may differ among program areas, the parties remain committed to a reasonable and equitable distribution of workload for all UFV Teaching Faculty. Therefore, the parties are committed to:

- a) A transparent, collegial and public process of allocating annual work assignments within departments or areas to meet program goals and support the department or area in meeting enrolment targets.
- b) Providing reasonable opportunity for all members to realize their individual professional goals.
- c) Workload assignment decisions which recognize the scope of each faculty member's obligations and commitments to teaching, scholarship, and service.
- d) The creation of sustainable individual assignments based on the principle that comparable work will be weighed in the same manner.
- e) Distribution of annual workload to enable variable opportunities in service and scholarship among members in a department or area. Recognizing that two-year averaging of individual workloads may be beneficial and required, faculty members may submit two-year plans which include a proposal to meet their regular teaching load requirements through an alternate distribution of workload; however, such plans cannot result in a reduction of the faculty member's overall teaching load over the two-year period.

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) Type B Teaching Faculty are responsible for submitting proposed faculty workload plans annually to their Department Head or Director at a date which enables effective planning for the upcoming academic year (normally on or before February 28). The faculty workload plans must include the following:

- i. Proposed assigned instructional duties for the next (or where appropriate next two) academic year(s).
 - ii. Proposed non-instructional duties for each relevant academic year (or where appropriate next two) academic year(s) in accordance with duties described in 18.1 (Teaching Faculty Duties) and in 18.3(a)(Assignment of Teaching Faculty Work load).
- (c) Department Heads/Directors are responsible to the deans for managing department resources, including scheduling course offerings to be responsive to student needs, and which support department/area program and enrolment goals. Department/area members are responsible for ensuring the teaching and service needs of their department/area are met.
- (d) Department/area members' proposed annual workload plans will be finalized through a fair, consultative and transparent process, which will normally include a duly constituted department or area meeting. In assigning instructional load, the Head/Director, in consultation with the department, will consider the scholarly and exceptional service commitments the faculty member has proposed in his or her annual plan, and the need to ensure equity in the allocation of workloads.
- (b)(e) 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 in the development of annual workload plans 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
 - (iii)(iv) The number of directed or independent studies courses
 - (iv)(v) Class sizes and anticipated enrolments
 - (v)(vi) Pedagogy
 - (vi)(vii) The number and types of assignments to be marked
 - (vii)(viii) The qualifications and expertise of the faculty member in specific areas
 - (viii)(ix) The number of Masters or Honours theses supervised
 - (ix)(x) Program needs
 - (x)(xi) Extraordinary service work for the Department or the University
 - (xii) Re-assignment of workload granted for research or scholarly activity
- (f) Upon completion of the instructional workload assignment process, the Department Head/Director will submit to the Dean for approval:
- (i) Assigned instructional workload for the department;
 - (ii) All proposed Teaching Faculty annual workload plans and,
 - (xi)(iii) Any recommended changes to the proposed faculty workload plans.

An approved faculty workload plan will consist of the proposed faculty workload plan together with any changes approved by the Dean.

- (e)(g) The University of the Fraser Valley has a commitment to establishing a fund to support scholarly activity, accessible to all faculty, as outlined in Article 24.2 (Professional Development Funds). To support their scholarly activity, within any two year period, Type B teaching faculty may apply to have up to the equivalent of 25% of their annual workload (2 courses) reassigned to scholarship directly related to the faculty member's area of expertise, scholarship being broadly defined. These requests for reassigned work or equivalent funding will take the form of "research options" or "scholarly activity options." Such reassignment of workload shall be made by recommendation of the Department to the Dean, and with the approval of the Dean, and further adjudication by the appropriate committee on scholarship, which shall post in advance the general criteria for granting such options. This reassignment of workload would be factored into the assignment of teaching workloads as outlined in 18.3(b)-and would be included in any proposed faculty workload plan. Scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.
- (d)(h) 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)-and would be included in any proposed faculty workload plan.
- (e)(i) 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)(j) Subject to an approved faculty workload plan, aA 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. Subject to an approved faculty workload plan, tThe 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)(k) Subject to an approved faculty workload plan, tThe 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)(l) 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)(m) 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)(n) Course assignments will reflect the educational requirements and expertise within the program area or department. Except in accordance with an approved faculty workload plan and Aas 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 consistently 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)(o) 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)(p) 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)(q) 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) Subject to an approved faculty workload plan, 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, and except as may be approved in an annual workload plan averaged over a two-year period, 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~~ 10 lab sections per year.

18.7 Teaching Loads of Vocational Faculty

- (a) Subject to an approved faculty workload plan, ~~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) Subject to an approved faculty workload plan, 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) Subject to an approved faculty workload plan, 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. In developing their annual workload plans,~~ Type B teaching faculty may request up to ~~two~~ 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. Notice will be provided through a proposed annual workload plan, and 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).~~ On or after May 1, 2015, releases to heads which are additional to those set out in the Dean's letter of invitation (Article 11.7(d)(iii)) will be treated as normal overloads.
- (h) Faculty on Sabbatical Leave are not eligible to teach overload sections during the academic year in which the leave occurs.
- ~~(i) Faculty who have applied for and been granted a reassignment of workload for the purposes of scholarship, research or service are not eligible to teach overloads during the teaching semesters in which the reassignment has been granted.~~

18.12 Class Size


- (a) Class size for semester-based courses shall not normally exceed thirty-six (36) students. Class sizes for some courses may have maximum enrolments of less than 36. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students (see 18.5(d) above). Class size for training-day based courses shall not normally exceed twenty-two (22) students. Within the maximum limits stated above, policy decisions regarding class sizes for individual courses will be determined by the Instructional Deans. In deciding the maximum class size for individual courses, the Dean will consider any relevant factors, including but not limited to: pedagogy (course and curriculum issues, teaching and learning strategies, assessment); resource and institutional support issues; and issues of safety. Notwithstanding the foregoing, where an approved faculty workload plan permits, the class size for individual section(s) specified in the faculty workload plan may exceed the maximum class size limit set for that course.
- (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 Advanced 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)(c) 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)(d) If the majority of a department disagrees with a maximum class size as set by the Dean in a course or courses, 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 Human Resources, a Dean from another faculty, the Provost and Vice President, Academic, two members appointed by the Association who may be Agreements Chair, and two additional Association Executive members, and the Undergraduate Education Committee (UEC) Chair. Agreement shall not be unreasonably withheld. Changes to class size maximums referred to the review committee will not be implemented in advance of the review committee decision. The decision of the review committee is not grievable.

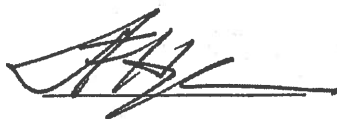
(h) ~~If either side requests it, a Task Force may be appointed to review class sizes on an institution-wide basis over the term of this agreement. The Task Force should have equal representation from the Association and management, and should make every effort to represent a cross-section of instructional 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 or in accordance with an approved faculty workload plan.



Diane Griffiths, UFV



Jonathan Hughes, FSA

Apr 27 / 15

Date

ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

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

18.1 Tenure/Tenure-track Teaching Faculty Duties

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

(a) Teaching

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

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

(b) Service

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

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

(c) Scholarship and Scholarly Activity

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

- Writing and publishing of books, articles, and training or user manuals
- Conducting research
- Reviewing journals, books or productions
- Compiling scholarly bibliographies and annotated resource lists
- Developing and disseminating innovative teaching and learning strategies
- Creation of resources or programs to support teaching
- Creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel
- Translating material of scholarly interest
- Developing primary and secondary texts and learning materials

- Developing curriculum and courses
- Scholarship of Teaching and Learning
- Presenting workshops, papers or being a panel member at a conference
- Participating in workshops or conferences
- Inventing or enhancing a piece of equipment or a physical instrument

18.2 Laboratory Instructor Duties

For the purposes of this section, laboratory instructors are defined as those who teach the laboratory section component of courses designed and delivered as lecture/laboratory courses in Biology, Chemistry, Physics, Geography and KPE. Laboratory Instructors include both tenured and non-tenured Laboratory Instructors.

The principal responsibility of Laboratory Instructors is to support the work of the department/program area through instruction of the laboratory component of courses designed and delivered as lecture /laboratory courses. Laboratory Instructors work collaboratively with the Department/Area Head and faculty member(s) responsible for the overall course.

Teaching, Service and Scholarship Duties

a) Teaching

Laboratory instruction includes scheduled and unscheduled teaching, as well as maintenance of currency, flexibility and academic and/or professional competency.

Scheduled teaching consists of the development and delivery of laboratory sections of lecture/lab courses. The work for such courses entails:

- i. Preparation and delivery of introduction to, and relation between theory and practice of lab activities
- ii. Provision of guidance to students during lab sessions
- iii. Development of marking keys and/or lab assignments, reports or quizzes
- iv. Invigilation of lab quizzes and examinations
- v. Tabulation and recording of grades in lab assignments, quizzes, modules or exams
- vi. Development and regular updates of standard or online lab handouts, outlines and manuals
- vii. Management and coordination of lab activities to ensure consistency with, and provide assistance and guidance, to other lab instructors teaching the same lab sections

Unscheduled teaching may include, but is not limited to the following:

- i. (co)supervision of, or assistance with student research projects, practica, and field or study tours;
- ii. Maintenance of regular office hours
- iii. Student advising regarding laboratory assignments
- iv. Development and maintenance of safety manuals
- v. Review of textbooks, lab manuals and software for potential adoption that enhances lab teaching and learning.
- vi. Requisition, renewal of lab equipment, supplies and software, including ensuring proper cleaning and storage at conclusion of lab sessions
- vii. Consultation with Occupational Health and Safety to ensure adequate instruction and supervision of students on proper use of equipment and adherence to correct and safe WHMIS laboratory procedures, and storage of lab equipment

b) Service

Service may include, but is not limited to, the following activities:

- i. Participation in departmental, faculty and university governance
- ii. Service on institutional, regional, national or international committees and other professional organizations
- iii. Provision of reference letters for students
- iv. Administrative and non-teaching responsibilities within the University
- v. Participation in the Faculty and Staff Association, its processes and committees
- vi. Evaluation and revision of academic programs
- vii. 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 the laboratory instructor's professional development, students, peers, and/or the community. While the parties agree that laboratory instructors have primary responsibilities as described in (a) and (b) above, the parties recognize that engagement in scholarly and/or professional activities that enhance teaching and/or service responsibilities will benefit members, students, colleagues and the University. Such scholarly activity normally includes, though may not necessarily be limited to the following:

- i. Development and application of innovative laboratory teaching and learning strategies, materials or equipment
- ii. Creation of resources to support laboratory teaching
- iii. Participation in workshops or conferences, such as through presenting workshops or, papers or being a panel member at a conference
- iv. Contribution to peer, professional or lay publications, such as abstracts, articles, reports, or book chapters

18.2 **18.3 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 **18.4 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.
- (b) Factors to be taken into account when assigning Tenure/Tenure-track Faculty workload 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

Factors to be taken into account when assigning Lab Instructor Faculty workload shall include but are not limited to the following:

- (i) Course and program needs
- (ii) The number of different lab section preparations
- (iii) The number of new lab sections
- (iv) The number of students in the lab section(s)
- (v) The number and types of assignments to be marked -
- (vi) Extraordinary service work for the department or the university
- (vii) Re-assignment of workload granted for 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 18.1(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 18.1(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.

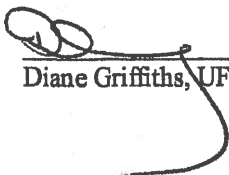
- (g) The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the Employer to be at a specific location.
- (h) Faculty non-instructional duties are to be approved by the appropriate administrator in consultation with the Department Head in accordance with duties described in 18.1 (~~Tenure/Tenure-track Faculty Duties~~ 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 18.1(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.

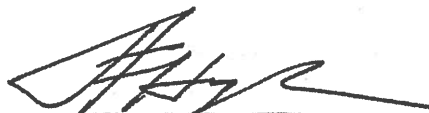
18.4 **18.5 Teaching Assignments for Faculty in Semester-based programs**

- (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.

(e)(f) The load for laboratory instructors is 10 lab sections per year.


Diane Griffiths, UFV


Jonathan Hughes, FSA

March 31, 2015
Date

18.5 Workload for Science and Physical Geography Faculty and Science, Geography & 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 Laboratory Instructors).

(a) For faculty who are not laboratory instructors and whose workload includes teaching a lecture course with a full lab component, the lab component for courses at the 100 and 200 hundred levels shall count as 0.50 of a course. The Lecture courses with a laboratory component of courses at the 200 level courses will count as .75 of a course. The dean in consultation with the faculty will review and determine the appropriate assignment and weighting of the laboratory component of 200 level courses, including whether the lab component of courses offered with multiple lab sections should be assigned as part of a laboratory instructor's workload and weighted at 0.50 of a course when taught by lecture faculty, to be implemented at the beginning of the term for the next collective agreement. and The laboratory component of courses at the 300 and 400 level shall count as 0.75 of a course. The workload for laboratory instructors is 10 lab sections per year. 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.

(a)(b) Laboratory courses may be articulated and weighted as independent courses through the normal processes for course articulation and approval.

(b)(c) 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. 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 of academic year.

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

(e) 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.

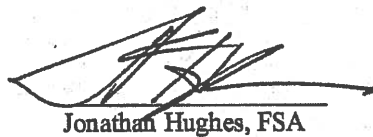
(d) The lab portion of science courses shall not exceed normally range from 18 to 24 students. Determination of appropriate class size for the laboratory component of science courses shall be made in accordance with Article 18.12, except in those courses determined by the department head where the maximum class size may be 24 (Lab instructors will not normally be assigned to instruct these sections), or by invoking the following: Laboratory Instructors' will have a faculty workload, the contact hours will normally being 18 hours per week. Departments may, with the approval of the Dean and of the Laboratory Instructor(s) alter the number of sections and section sizes to accommodate the same total number of seats available for students.

- 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.~~

- (e) 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.
- (f) ~~When sufficient lecture work exists, Lecture faculty will not normally agree to vacate instruction of first year labs, but which will be assumed by lab instructors. On occasion and when required, faculty may do so when required teach a first year lab to fill out their regular instructional workload or in response to an unexpected need by the department.~~ When this occurs, no Type B lab instructor can be displaced from a lab.
- (g) The Employer and the Association agree to a laboratory instructor pay scale of Step 1 to Step 8 inclusive from the faculty scale, as shown in Article 22.9 (Lab Instructor Schedules).
- (h) The Employer agrees that laboratory instructors who are assigned lab technician duties maintain their faculty position and rate of pay.
- (i) Lecture faculty and laboratory instructors are obligated to consult and agree on matter of common concern such as the compatible sequences of lectures and labs.
- (j) 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.
- (k) The Employer agrees that when a "lab only" course is offered, the actual time of instruction shall apply, as in lecture courses.


Diane Griffiths, UFV


Jonathan Hughes, FSA

April 28, 2015
Date

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


Diane Griffiths, UFV


Jonathan Hughes, FSA

March 31 / 15
Date

18.12 Class Size

- (a) Class size for semester-based courses shall not normally exceed thirty-six (36) students. Class sizes for some courses may have maximum enrolments of less than 36. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students (see 18.5(d) above). Class size for training-day based courses shall not normally exceed twenty-two (22) students. Within the maximum limits stated above, policy decisions regarding class sizes for individual courses will be determined by the Instructional Deans. In deciding the maximum class size for individual courses, the Dean will consider any relevant factors, including but not limited to: pedagogy (course and curriculum issues, teaching and learning strategies, assessment); resource and institutional support issues; and issues of safety.
- (b) For the purpose of application of class size limits, actual enrolment in a given course section is determined on the date specified by the Ministry of Advanced 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)(c) 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)(d) If the majority of a department disagrees with a maximum class size as set by the Dean in a course or courses, 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 Human Resources, a Dean from a different faculty, the Provost and Vice President, Academic, two members appointed by the Association who may be the Association Agreements Chair, and two additional Association Executive members, and the Undergraduate Education Committee (UEC) Chair. Changes to class size maximums referred to the review committee will not be implemented in advance of the review committee decision. Agreement shall not be unreasonably withheld. The decision of the review committee is not grievable.~~
- (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.~~


Diane Griffiths, UFV


Jonathan Hughes, FSA

Mar 11 115

18.14 Assignment of Courses for Faculty

Type B teaching faculty course assignments will reflect the educational requirements and expertise with the program area or department.

Type B teaching faculty, regardless of seniority, shall recognize and be responsible for sharing the department's teaching duties on various campuses, across levels and all time blocks. Department Heads should make every effort to ensure that the department's course loads are rotated among Type B faculty in an equitable manner.

The distribution of all B Faculty members' course assignments, will be guided by the commitments to teaching, service and scholarship in each faculty member's annual workload plan and the principles for assigning teaching faculty workload in Article 18.3.

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.

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. The names of the Sessionals to whom this step applies and the workload to which they are entitled under this step will be maintained in Human Resources and made available to the Association and applicable department heads and/or Deans upon request. Courses fulfilling workload at this step may be offered and assigned on a semester by semester basis within any academic year. Sessionals who have only taught one course at UFV before 1st April 2003 are excluded from this section, but will be included in Step 7 below.
- Step 4** Limited Term Appointments (as per Article 12.9).
- Step 5** Type B teaching faculty working at 100% workload fractions for their area shall be offered up to, but no more than two (2) requested and available overloads per academic year. Overloads under this step will be made in successive rounds, one course to each B faculty member, by seniority, in any semester or semesters, provided they are qualified. the first of the three allowable overloads per academic year, one course, by seniority, provided they are qualified. Subsequent to the conclusion of this process, B faculty members cannot substitute or replace overloads by exercising seniority rights to any other available courses.

Step 6 A retired tenured faculty member may apply for and, with Department approval, will be offered ~~two (2) one~~ courses for which they are qualified per academic year. To be eligible under this step, the retired tenured faculty member must make this request in writing to the department within one year of the effective date of his or her retirement. Eligibility for sessional sections under this step is limited to two (2) ~~one~~ courses per academic year and is retained for five years from the effective date of retirement. Application for any additional sessional sections will be considered and allocated under Step 8.

Step 76 Sessionals who have worked during the previous two academic years shall be offered the same amount of workload as the previous academic year before, by seniority in their position and by qualifications, up to a maximum of three (3) courses. Courses available to fulfill workload at this step may be offered and assigned on a semester by semester basis within any academic year. In the event a Sessional faculty member accepts a course under this step that is subsequently canceled by the University, mutually acceptable arrangements to replace the course will be explored. These will include, but not be limited to, a right of first refusal to unassigned courses in a subsequent semester within the same academic year. Where such arrangements are not possible, the Sessional faculty member will be entitled to exercise seniority rights to a course allocated in Step 8 below provided the Sessional faculty member is qualified to teach that course.

Step 87 Recognizing the regular department/area full-time course load plus two ⁽²⁾ overload university-wide limit for three (3) overload limit for Type B all teaching faculty, including LTAs and Sessionals, and the ten (10) section limit for Sessional faculty (all departments), all remaining sections will be assigned at the discretion of the Department Head and may be on a semester by semester basis within any academic year.

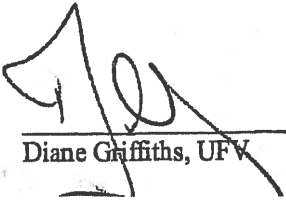
Available courses at this step will be offered and assigned in successive rounds, one course to each Sessional and Limited Term faculty member by department seniority and qualifications. All workload assignments are subject to the approval of the dean of the area, and only

→ In exceptional circumstances and with the approval of the dean of the area, Type B faculty and Limited Term Appointments may be assigned overloads in excess of the two allowable overloads per academic year. ⁽²⁾

All workload assignments under this step are subject to approval of the dean of the area.

will the dean approve a workload in excess of the three allowable overloads per academic year. In assigning additional available courses, sessionals and type B faculty will be offered additional courses as available, beginning with sessionals, by seniority and qualifications, one course to each individual, in successive rounds. No individual gets a second course until all qualified members have been offered a first course, and so on.

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


Diane Griffiths, UFV


Jonathan Hughes, FSA

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.



Diane Griffiths, UFV



Jonathan Hughes, FSA

ARTICLE 19: WORKING CONDITIONS FOR ACADEMIC SUPPORT FACULTY

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

19.1 Academic Support 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 to 19.7~~5~~)

(b) Service

Service may include, but is not limited to:

- (i) Participation in department, faculty and university governance;
- (ii) Service on regional, national and international committees and other professional organizations;
- (iii) Administrative and non-teaching responsibilities within the University;
- (iv) Participation in the Faculty and Staff Association, its processes and committees; and
- (v) 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:

- (i) Writing and publishing of books, articles, and training or user manuals;
- (ii) Conducting research;
- (iii) Reviewing journals, books or productions;
- (iv) Reviewing new therapeutic and learning practices;

- (v) Compiling scholarly bibliographies, databases, and annotated resource lists;
- (vi) Developing and disseminating innovative advising strategies;
- (vii) Creation of resources or programs to support professional practice;
- (viii) Developing primary and secondary texts and learning materials;
- (ix) Developing curriculum, workshops and courses;
- (x) Scholarship of Teaching and Learning as it relates to professional practice;
- (xi) Presenting workshops, papers or being a panel member at a conference; and
- (xii) Participating in conferences or workshops.

19.2 Librarians

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:

- (a) Selecting materials for the library collections;
- (b) 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; and staying current with teaching practices within a given discipline;
- (c) Providing reference services;
- (d) Serving as liaisons to multiple departments within one or more faculties;
- (e) Collaborating with faculty in selecting materials appropriate for the collection;
- (f) Providing input into the curriculum development process;
- (g) Integrating research and information literacy into the curriculum; and
- (h) Overseeing one or more units or programs within the library and associated staff.

19.3 Counsellors

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:

- (a) Providing personal, crisis, study skills, life planning and career counselling;
- (b) Administering and interpreting standardized and non-standardized assessments;
- (c) Providing critical incident/crisis response and support;

- (d) Identifying student learning needs and barriers and creating intervention strategies;
- (e) Teaching broad-based and discipline-specific study skills;
- (f) Assisting faculty in communicating with and responding to at-risk students;
- (g) Collaborating with community health services;
- (h) Contributing to institutional dialogue regarding student wellness; and
- (i) Offering psycho-education and wellness workshops.

19.4 Educational Academic Advisors

Educational 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 the National Academic Advising Association, NACADA or BCADA.

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

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

(A) 19.5 Field Education Coordinators

(g) Field Education Coordinators place students in practicum programs related to Criminal Justice; Social Work and Human Services; and the Teaching Education Department. In addition to developing, implementing and evaluating field practicum placements, Field Education Coordinators host forums, events and conferences in collaboration with practicum placement agencies and the community.

Their professional practice may include, but is not limited to:

- (a) Developing practicum placement opportunities;
- (b) Preparing students through orientation sessions and placement support;
- (c) Ensuring individual students are aware of requirements, policies, and procedures associated with practicum;
- (d) Serving as liaison between UFV, practicum placement agencies, and the community;

(e) Attending and participating in department meetings and retreats; and

(f) Representing the department on University-wide committees.

19.6 Math Centre Assistants

Math Centre Assistants provide instructional support and educational expertise to UFV students seeking help with mathematics and/or statistics courses. Through one-on-one or group-work approaches, Math Centre Assistants aid students primarily by clarifying mathematical or statistical concepts and help students understand directions, examples, and proofs. Math Centre Assistants also help students with Math/Stats software or online homework systems.

Their professional practice may include, but is not limited to:

(a) Developing student-specific learning plans to improve student understanding of math concepts and ability to solve problems;

(b) Providing assistance to students in using math related technology (calculator, software, web-based homework systems);

(c) Promoting math related initiatives intended to enhance student success (math clubs, competitions, games, learning groups, etc.);

(d) Cooperating with course instructors;

(e) Coordinating the daily operations of the centres

49.519.7 Assignment of Academic Support Professional 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

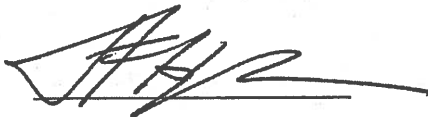
(c) Academic Support Faculty will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the Employer in general and, specifically, of the department or work group to which the faculty employee is assigned. In special circumstances exceptions 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 in 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.



Diane Griffiths, UFV



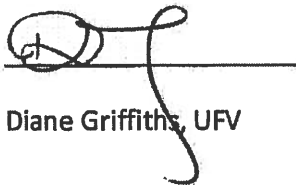
Jonathan Hughes, FSA

March 31/15

Date

21.5 Rate of Pay on Transfer or Promotion

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

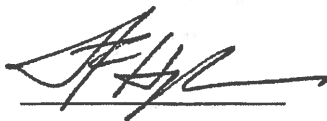
March 31/15
Date

21.6 Rate of Pay on Reclassification

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

Apr 15/15

Date


23.2 Mileage

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

Only mileage actually traveled will be eligible for compensation.

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

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

Apr 28/15

Date

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 2012/2014 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 Teaching Faculty Sabbatical Leave Fund (FSLF) as defined in Article 24.3(c) (Faculty Sabbatical Fund) will be composed of \$1,085,000 and supplemented by Teaching Faculty and Lab Instructors, Education Advisers, and Directors with a contribution of 0.4% of their salaries for a total fund of approx. \$1,190,000 annually, plus any remainder of the previous years budget. The Teaching Faculty Sabbatical Leave Fund (FSLF) is a continuing fund, which shall carry over any remainder to the next budget year.
- (d) The Academic Support Faculty and Director Sabbatical Fund as defined in Article 24.3 (c) will be composed of \$135,000 and supplemented by Academic Support Faculty and Directors with a contribution of 0.4% of their salaries, for a total fund of approximately \$150,000 annually plus any remainder of the previous year's budget. The Academic Support Faculty and Director Fund is a continuing fund, which shall carry over any remainder to the next budget year.

~~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 Term/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. Sessional, 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 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 three (3) years continuous employment with UFV since the end of their most recent short-term assisted educational leave period, or six (6) 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 three (3) 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 (6) years continuous employment with the Employer since the end of their most recent long-term assisted educational leave period, or three (3) 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 (6) 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 to apply 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.~~

(i) Teaching Faculty Sabbaticals

An eligible sabbatical leave plan for a Type B Teaching Faculty member 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 JPDC guidelines now in use for the 'Research Sabbaticals 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 JPDC guidelines now in use for the 'Scholarly Sabbaticals Activity Option'.
- **Teaching and learning project:** A scholarly or research project of significant educational/professional value that benefits both the individual and the institution and designed in a manner making it acceptable within the JPDC guidelines for Research Sabbaticals or the guidelines for Scholarly Sabbaticals.
- ~~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~~
- A program leading to ~~C~~completion of requirements for a new preferred or required academic credentials: course work, or research towards the completion of the requirements ~~for new credentials relevant to the faculty's responsibilities at UFV and designed in a manner making it acceptable with the JPDC guidelines for sabbatical approval.~~

(+)(ii) Academic Support Faculty and Director Sabbaticals

An eligible sabbatical leave plan for an Academic Support Faculty member or a Director Faculty member will fit into one of the following streams:

- A Scholarly Activity Project: A program or project of scholarship consistent with the definition of scholarship in Article 19.1(c), and designed in a manner making it acceptable within JPDC guidelines for Academic Support Faculty sabbatical approval.
- A program leading to completion of requirements for new credentials: course work or research towards the completion of the requirements for new academic credentials relevant to the faculty member's responsibilities at UFV and designed in a manner making it acceptable with the JPDC guidelines for sabbatical approval.

(ii) (d) Qualification for Sabbatical Leave

Subject to available funding (Article 24.2(c) & (d)) and departmental responsibilities, 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

Should funds available in the Faculty Sabbatical Fund (Article 24.2(c)) be insufficient to support all approved Type B Teaching Faculty Sabbatical Leave applications in any one year, funding of approved sabbatical leave applications will be on the basis of seniority.

A faculty member whose approved Sabbatical Leave was not granted due to funding will be granted a Sabbatical Leave for that approved application in the subsequent year in priority to any new approved applications. A faculty member who does not take the Sabbatical Leave in the subsequent year must reapply under Article 24.3(c)(iii).

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.

(iii) Departmental Responsibilities

Each UFV teaching 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. Teaching 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.

Pursuant to a departmental plan, a Dean may request in writing that a teaching faculty member postpone an approved Sabbatical Leave to the subsequent year. The Dean will forward a copy of this request to the Sabbatical Leave Committee(s). A teaching faculty member who postpones an approved Sabbatical Leave at the request of the dean will be granted a Sabbatical Leave for that approved application in the subsequent year in priority to new applicants. A faculty member who does not take the Sabbatical Leave in the subsequent year must reapply under Article 24.3(c)(iii).

Pursuant to a departmental plan, a dean may request in writing that a teaching faculty member who is eligible to apply for Sabbatical Leave postpone his or her application for Sabbatical Leave in order to accept an appointment or reappointment to the position of department head. A teaching faculty member who agrees to the dean's request will be granted a Sabbatical Leave in the year immediately following the end of his or her term as department head in priority to new applicants, and his or her eligibility for an -immediately subsequent sabbatical leave will be reduced by one year. If the faculty member fails to take the Sabbatical Leave in the year immediately following his or her term as department head, he or she must reapply Article 24.3(c)(iii), and his or her eligibility for a subsequent sabbatical will be calculated in the normal manner.

Teaching Faculty members who intend to pursue a sabbatical are unable to take their sabbatical at the point that they qualify, for reasons above or, who elect may elect to postpone their sabbatical until the following academic year on receipt of a request in writing to do so from the dean, and 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 provided the postponed sabbatical is undertaken in the following academic year, and not the date when they actually take their sabbatical.

(iv) Application for Sabbatical Leave

Application guidelines and procedures will be maintained on the Application forms can be obtained from Human Resources or from the Human Resources website.

A Faculty members may apply for a leave by must submitting his or her proposal to the Department for review and collegial feedback. The application and the department head's summary of the department feedback must is then be submitted. Once the Department Head has signed the leave application, it should be sent to the Dean for review.

Finalized applications must be signed and include the department feedback, the dean's review, a copy of the applicant's most recent sabbatical leave report, and the applicant's current c.v. for a determination that the leave is in accordance with Article 24.3(e)(i) (Qualification for Sabbatical Leave). Signed and completed submissions should be sent to the Associate Vice President of Human Resources.

Leave applications that are deemed unsatisfactory by the respective Sabbatical Leave 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 An applicant may choose to make revisions to his or her proposed project or program and resubmit the application may be resubmitted for final consideration. Faculty whose applications are not deemed satisfactory may submit an application in a subsequent application year.

(v) 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, summarizing the outcomes of the project to the dean for review, and This assessment will be provided to the faculty and,

will be form part of the Sabbatical Leave Report and be kept on file for future reference relative to a leave application.

All other Finalized Sabbatical Leave Reports will be submitted to the Office of Research, Engagement and Graduate Studies and to the JPDC, and a copy maintained in Human Resources.

~~Research Project Leave Reports will be submitted to the Associate Vice President of Research, Engagement & 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.

(vi) Sabbatical Dates, Duration and Pay

1. Teaching Faculty/Laboratory Instructors

~~—The duration of the sabbatical leave applied for shall be either for~~

~~i. is one full academic year, during which faculty will be granted full release from teaching workload in two consecutive semesters, and from assigned service duties for that academic year, or~~

~~ii. four months, during which faculty will be granted full release from teaching workload in one semester and from assigned service duties during the same period.~~

~~1 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.~~

~~2 There are two possible start dates which correspond to the teaching sessions: September 1st and/or January 1st.~~

~~i. Faculty who have been approved for a one year sabbatical and who These chooseing a September 1 start date will be on 90% salary for the period September 1 – August 31. Those choosing a January 1 start date will be on 90% salary for the period January 1 – December 31.~~

~~ii. Faculty who have been approved for a four month sabbatical may choose a September 1 start date or a January 1 start date. Faculty on a four month sabbatical will be on 100% salary for the period of the sabbatical.~~

2. Academic Support Faculty and Type B Directors

The duration of the sabbatical leave applied for shall be either for

i. a duration of four (4) months at 100% salary, or

ii. a duration of eight (8) months at 90% salary.

A faculty employee may elect to add vacation time (40 days) to the leave; Educational Advisors and Directors may add vacation time (30 days) to the leave.

The duration of the leave requested, and the addition of vacation time, must be specified at the time of application. The scope of the proposed project must be commensurate with the duration of the leave requested.

~~Non-Teaching Faculty—The duration of the leave is for four months with the option of adding vacation time (40 days) to the leave.~~

~~1. Education Advisors—The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.~~

2. ~~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.~~

3. 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 Human Resources. 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 Human Resources. 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.

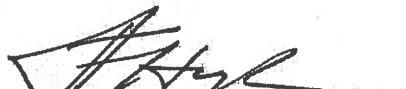
24.10 Definition of Professional Development Leave Period

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 Human Resources for approval.


Diane Griffiths, UFV


Jonathan Hughes, FSA

March 31, 2015
Date

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).

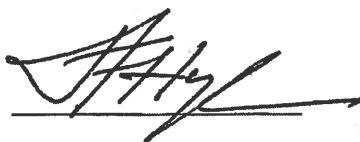
Faculty granted leave shall provide written notice to their senior administrators of intent to re-enter from leave at least one hundred and twenty (120) work days before the expiry of the leave period.

~~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.


Diane Griffiths, UFV

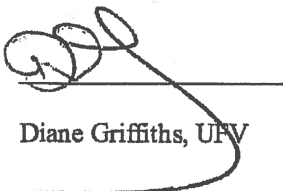

Jonathan Hughes, FSA

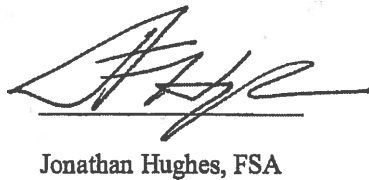
March 27/15
Date

26.5 Qualifications on STDL Absences

The following qualifications apply to any claim for benefits under the STDL plan:

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


Diane Griffiths, UFV


Jonathan Hughes, FSA

Apr 24/15
Date

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

30.1 Intent and Commitment

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

30.2 Joint Occupational Health and Safety Committee

- (a) The Employer and the Association agree to establish Joint Occupational Health and Safety Committees, as required under the WorkSafe BC Occupational Health and Safety Regulations as amended from time to time. ~~The Employer and the Association are each entitled to appoint not more than seven (7) members to each Committee.~~
- ~~(b) The Committees will meet pursuant to the WorkSafe BC Occupational Health and Safety Regulations, at regular intervals to be determined by the Committees.~~
- ~~(b) The committee(s) membership will consist of at least four (4) members or, if a greater number of members is required by regulation, that greater number. Membership will consist of worker representatives and employer representatives, at least half of whom must be worker representatives; and with two (2) co-chairs, one selected by the worker representatives and the other selected by the employer representatives.~~
- ~~(c) The Faculty and Staff Association representatives will be selected from workers who do not exercise managerial functions for the employer.~~
- ~~(d) The employer representatives will be selected by the employer from among persons who exercise managerial functions for the employer.~~
- ~~(e) Subject to the requirement to meet regularly at least once a month unless another schedule is permitted or required by the regulation, the joint committee will establish its own rules of procedure, including rules respecting how it is to perform its duties and functions.~~
- ~~(e)(f) Minutes shall be kept of all meetings of the Joint Occupational Health and Safety Committees, and copies of the Minutes shall be sent to the Employer, and the Association, and WorkSafe BC.~~
- ~~(e)(g) The A Committee shall make recommendations as necessary to the employer President on unsafe, hazardous, or dangerous conditions within the work environment at UFV, with the aim of preventing and reducing risk of occupational injury or illness. Pursuant to the regulation, if a committee sends a written recommendation to the employer with a written request for a response from the employer, the employer will respond in writing to the committee within 21 days of receiving the request, either (a) indicating acceptance of the recommendation, or (b) giving the employer's reasons for not accepting the recommendation. Where it is not reasonably possible to provide a response before the end of the 21-day period, the employer will provide within that time a written explanation for the delay, together with an indication of when the response will be provided.~~

- (h) ~~The appropriate Joint Occupational Health and Safety Committee shall be notified of any accident or injury which occurs within the work place at UFV. The Committee, or a designated representative or representatives from within the Committee, shall investigate, report and make recommendations to the Employer and the Association within twenty (20) work days on the nature and cause of an accident or injury which occurs within the work place.~~
- (i) All investigations of workplace accidents or injuries will be consistent with regulations; will be carried out by persons knowledgeable about the type of work involved; and if they are reasonably available with the participation of the employer or a representative of the employer and a worker representative. The employer will ensure that an incident investigation report is prepared in accordance with the regulations, and that a copy of the incident investigation report is provided to the joint committee.
- (e)(j) Any employee within UFV may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.

30.3 Employee Obligations

- (a) ~~All employees shall comply with reasonable rules of conduct which are established and published by the Employer in consultation with the appropriate Joint Occupational Health and Safety Committee to give effect to the requirements of the applicable legislation and regulations. All employees must take reasonable care to protect their health and safety and the health and safety of other persons who may be affected by their acts or omissions at work, and comply with applicable legislation, regulations and any applicable orders.~~
- (b) ~~Every employee is encouraged to report to the Employer, as soon as practicable, any injury or any accident which could have resulted in an injury, or any unsafe condition which poses a threat to health and safety.~~
- (e)(b) No employee will be reprimanded or disciplined for failure to report any injury or accident, in (b) above.

30.4 Emergency Transportation of Employees

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

30.5 Safety Clothing and Equipment

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

30.6 Personal Health and Safety

- (a) No employee will be reprimanded or disciplined, or suffer a loss in pay, for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.

- (b) If the Employer, on the advice of the Joint Occupational Health and Safety Committee, has ascertained an unsafe condition which cannot be rectified immediately, any affected employees will be reassigned to other duties as soon as possible at the same rate of pay, subject to the layoff provisions of this Agreement.
- (c) When an employee's work requires continuous viewing of a computer monitor, the employee is encouraged to vary his/her duties for a period of up to ten (10) minutes after each hour of intensive viewing in order to avoid the possibility of eye strain.
- (d) The Employer will pay for vaccinations for flu and any other communicable diseases which are not fully covered by the medical plan.

30.7 Occupational First Aid Certificates

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

30.8 Occupational Health and First Aid Committee Meetings

Any employee who serves on a Joint Occupational Health and Safety Committee shall not suffer a reduction in income for attending meetings of the Committee when such meetings are held during working hours, or for any time spent investigating safety matters at the direction of the Committee and with the approval of the President.

~~30.8 Occupational First Aid Certificate Premiums~~

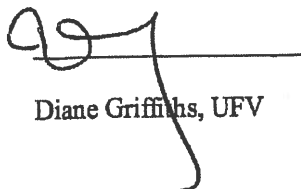
- ~~(a) A monthly premium shall be paid to employees who are required by the Employer to hold an Occupational First Aid Certificate. The premium shall be as follows:~~

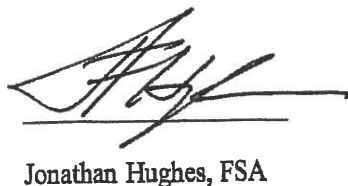
Primary Occupational First Aid Attendant (dayshift)	\$300.00/month	Level II
Primary Occupational First Aid Attendant (nightshift)	\$250.00/month	Level II
Back-up First Aid Attendant	\$150.00/month	

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

30.9 Occupational Health and Safety Training

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


Diane Griffiths, UFV


Jonathan Hughes, FSA

April 15, 2015
Date

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

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

1. Under Article 12.11(b)(ii), a report of teaching sections budgeted to be taught by Sessional and Limited Term Faculty in the year prior to the report. Data will include Sessional use by each department or program.
2. Under Article 12.17, a report of the student work hours and positions for the previous academic year.
3. Under Article 18.14, a report listing all Type B faculty who were assigned more than two overloads for the previous academic year.
4. Under Article 18.16, a report listing all Department Head releases, stipends and compensation in lieu of releases for the previous academic year.



Diane Griffiths, UFV



Jonathan Hughes, FSA

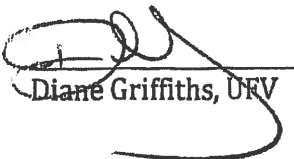
March 27/15

Date

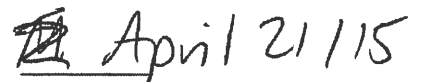
LETTER OF AGREEMENT
ON THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

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

It is further agreed that the JOHSC will report the final Terms of Reference to the Labour-Management Committee by December 1, 2015 for review and advice prior to implementation.


Diane Griffiths, UFW


Jonathan Hughes, FSA


Date

LETTER OF AGREEMENT ON STANDING COMMITTEE ON TEACHING FACULTY EVALUATION

The University and the UFV Faculty and Staff Association agree to the formation of the Standing Committee on Teaching Faculty Evaluation for the purposes of developing procedures for faculty evaluation under Article 13.3 of the Collective Agreement.

The committee will be formed immediately upon conclusion of the current round of negotiations and shall consist of:

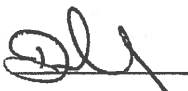
- Two Deans/Associate Deans;
- Legal Counsel, Labour Relations & Employment; and,
- Three (3) other members appointed by the FSA.

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 Committee will work to establish university-wide procedures for faculty evaluation using the concept document "University of Fraser Valley Procedures and Guidelines for Post-Tenure Review of Teaching Faculty" as a basis. *JFH*

Committee members will ["]consult as appropriate.

It is further agreed that the Committee will provide their recommendations to LAM on or before December 31, 2015. If warranted, an extension past the December 31, 2015 deadline may be granted.



Diane Griffiths, UFV



Jonathan Hughes, FSA

March 27/15
Date

**LETTER OF AGREEMENT ON THE APPLICATION OF ARTICLE 24.3(d)(vi) AND
ARTICLE 18.5(a)**

The University and the UFV Faculty Association agree that:

1. The application of the sabbatical leave duration and salary provisions in Article 24.3(d)(vi) Sabbatical Dates, Duration and Pay will commence with the 2016-17 round of sabbatical applications.
2. The application of the weightings for lab components taught by lecture faculty in Article 18.5(a) will be effective for the 2016-17 academic year.


Diane Griffiths, UFV


Jonathan Hughes, FSA

April 28, 2015
Date

LETTER OF UNDERSTANDING ON THE COMPUTER PURCHASE PLAN

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

Applications will be accepted from April 1, 2014 to ~~March 31~~ September 30, 2015.

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

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



Diane Griffiths, UFV



Jonathan Hughes, FSA

April 28, 2015
Date

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.


Diane Griffiths, UFV


Jonathan Hughes, FSA

April 28, 2015
Date

LETTER OF AGREEMENT ON FACULTY INSTRUCTIONAL WORKLOAD PROPOSALS

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

~~FSA Proposal #8 Article 18.9 Student Loads~~

~~FSA Proposal #28 Article 18.4 Teaching Assignments for Faculty in Semester Based Programs (LIBT)~~

~~FSA Proposal #29 Article 18.6 Workload for Science & KPE Lab Instructors~~

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

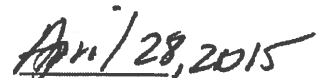
~~FSA Proposal #31 Article 18.7 Teaching Loads of Vocational Faculty~~

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

~~UFV Proposal #39 Article 18.12 Class Size~~


Diane Griffiths, UFV


Jonathan Hughes, FSA


Date

LETTER OF AGREEMENT ON 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

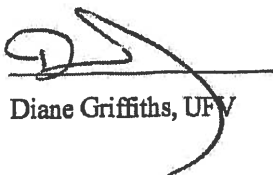
The committee shall develop its own terms of reference, including timelines, which shall be forwarded to the Labour-Management committee for approval, and will report regularly to LAM on its deliberations and progress. The terms of reference will include consultation with sub-committees with specialized 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.


Diane Griffiths, UFV


Jonathan Hughes, FSA

April 28, 2015
Date

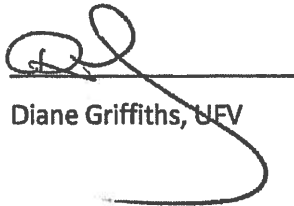
LETTER OF AGREEMENT ON MEMBERS ASSIGNED SUPERVISORY DUTIES AND RESPONSIBILITIES

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

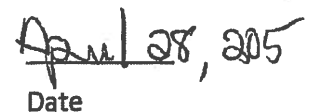
Joint committee membership shall consist of:

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

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


Diane Griffiths, UFV


Jonathan Hughes, FSA

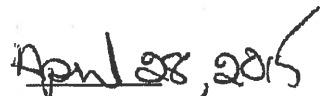

Date

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

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


Diane Griffiths, UFV


Jonathan Hughes, FSA


Date

LETTER OF AGREEMENT ON TENURE AND PROMOTION


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

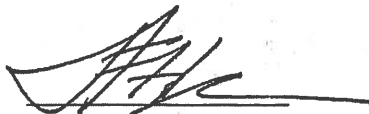
- (i) — Developing language parallel to that in Articles 12.6 and 12.7 of the 2012/2014 contract, including Faculty Appointments (along with appropriate titles), Probation, and Grandparenting, for the following groups of faculty:
 - a. — Lab faculty
 - b. — Librarians
 - c. — Other Academic Support faculty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

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

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

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


Diane Griffiths, UFV



Jonathan Hughes, FSA

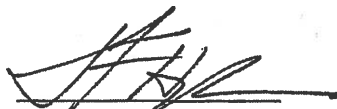
April 28, 2015
Date

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.



Diane Griffiths, UFV

Jonathan Hughes, FSA

April 28 / 2015
Date

1.2 Definitions

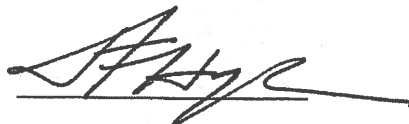
Type A Employee:

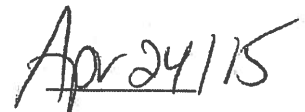
Full or part-time ongoing permanent appointment to a staff position. Part-time is an appointment of 50% or more of a full-time annual duty load.

Type C Employee:

A staff employee, hired on an Selection Advisory Committee (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.


Diane Griffiths, UFV

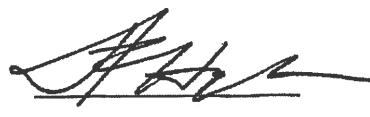

Jonathan Hughes, FSA

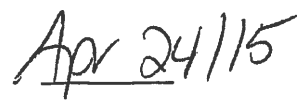

Date

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~~ non-internal 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.


Diane Griffiths, UFV

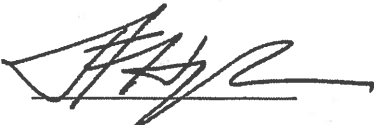

Jonathan Hughes, FSA

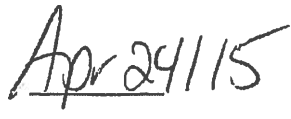

Date

12.12 Transfers, Promotions or Bumping to a Different Position

- (a) The Employer encourages the concept of a career ladder. An employee with internal applicant status who applies for and meets the criteria of a vacant position shall be given preference over an outsidenon-internal applicant who is equally or less able to meet the criteria of the position.


Diane Griffiths, UFV


Jonathan Hughes, FSA



Date

15.2 Seniority Lists

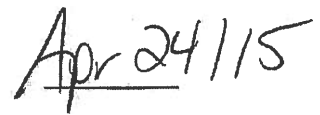
- (a) Not later than ~~March 31st~~~~August 31st~~ of each calendar year, the Employer will provide the Association with a seniority list, with seniority calculated to ~~December 31st~~~~June 30th~~ of the ~~previous~~~~same~~ calendar year. The list shall contain the name of every employee of UFV, including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



Diane Griffiths, UFV



Jonathan Hughes, FSA

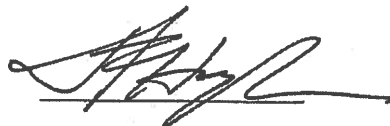


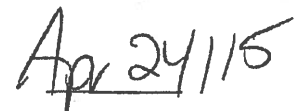
Date

21.11 Pay Days

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


Diane Griffiths, UFV

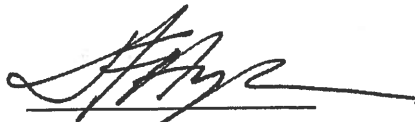

Jonathan Hughes, FSA


Date

22.14 Type B Faculty and ~~Sessional~~ Daily and Hourly Schedules



Diane Griffiths, UFV



Jonathan Hughes, FSA

Apr 24 / 15
Date

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 Associate Vice President, Human Resources, President who will, in consultation with the appropriate exempt administrator 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.
- (d)

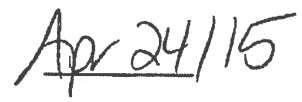
The decision of the ~~President~~ on applications for general leave will be final and binding, and will not be subject to grievance procedure.



Diane Griffiths UFV



Jonathan Hughes, FSA



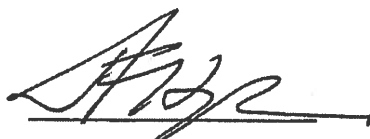
Date

27.6 Returning to Work from LTD Leave

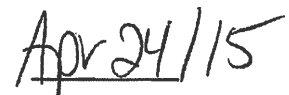
- (e) An employee who wishes to return to work at UFV after being on LTD leave for more than two (2) years from the commencement of the leave shall be entitled to apply for vacant positions, subject to the following conditions:
- (i) The employee will be considered by the Employer to have internal applicant status pursuant to Article 11.4 (Internal Applicants) over non-internal 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.



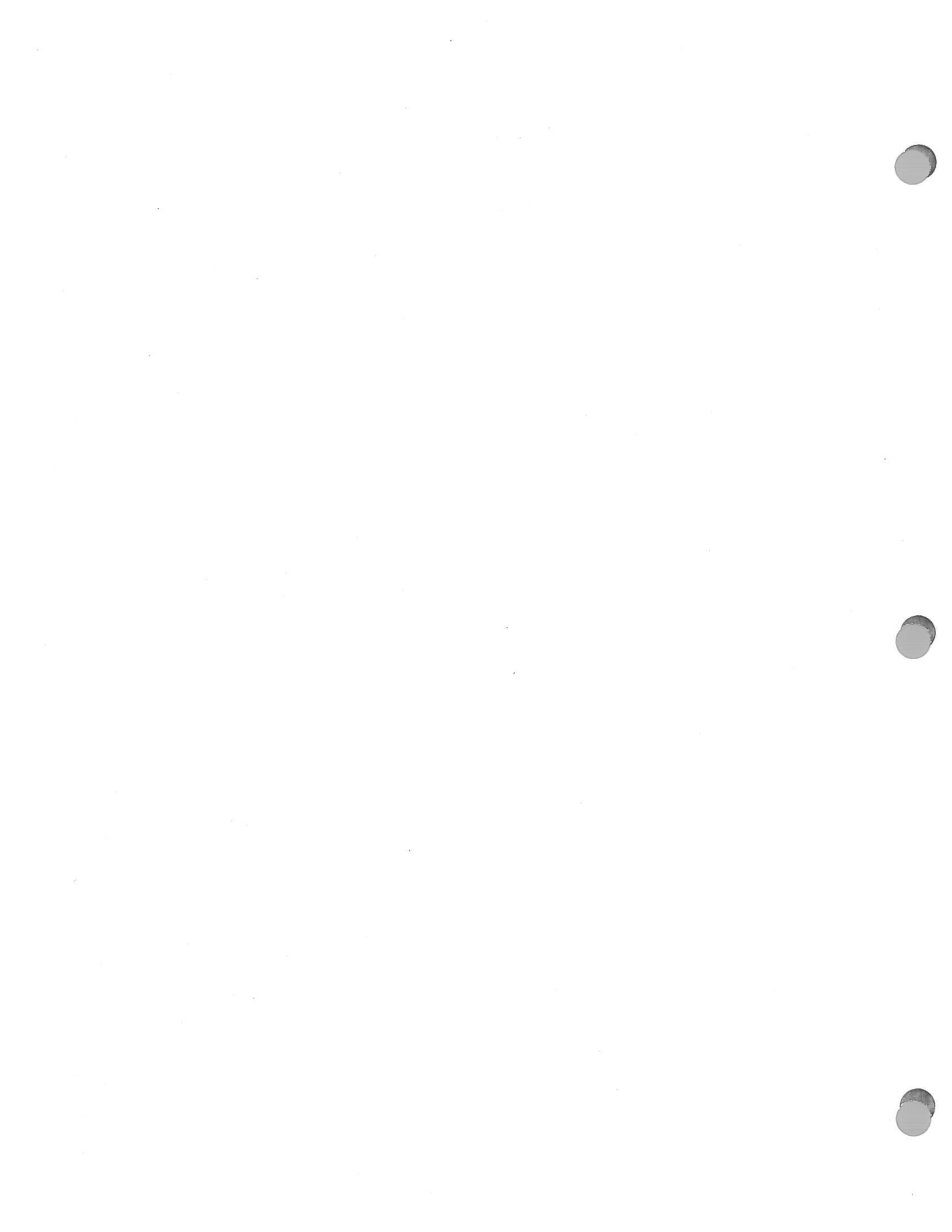
Diane Griffiths, UFV



Jonathan Hughes, FSA



Date



April 24, 2015

LETTER OF INTENTION

Dr. Jonathan Hughes
FSA Negotiations Chair
University of the Fraser Valley

Re: Commitment to Article 18.7

Dear Jonathan,

As per our discussions during the 2014-2018 bargaining, the employer confirms its commitment to the existing terms and conditions of the collective agreement, and in particular its commitment to Article 18.7(b) Teaching Loads of Vocational Faculty.

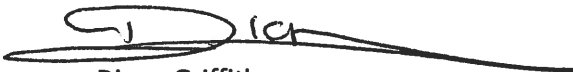
The employer agrees that a joint committee of at least six members, with equal representation from each of the employer and the FSA, will be struck following the conclusion of the 2014 -2018 negotiations to examine curriculum development needs and other indirect instructional considerations of departments with the Faculty of Applied and Technical Studies to ensure that training-day-based faculty have sufficient time to perform these essential tasks. The employer recognizes 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.

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

- the implementation of alternate pedagogy;
- alternate distribution of classroom instruction hours within the twenty-five hour class instruction per week maximum in Article 18.7;
- equitable and transparent workload;
- the provision of professional development and resources to support faculty in design and delivery of instruction for students with diverse learning needs; and,
- strategies to facilitate the achievement of the obligations of faculty in 18.1

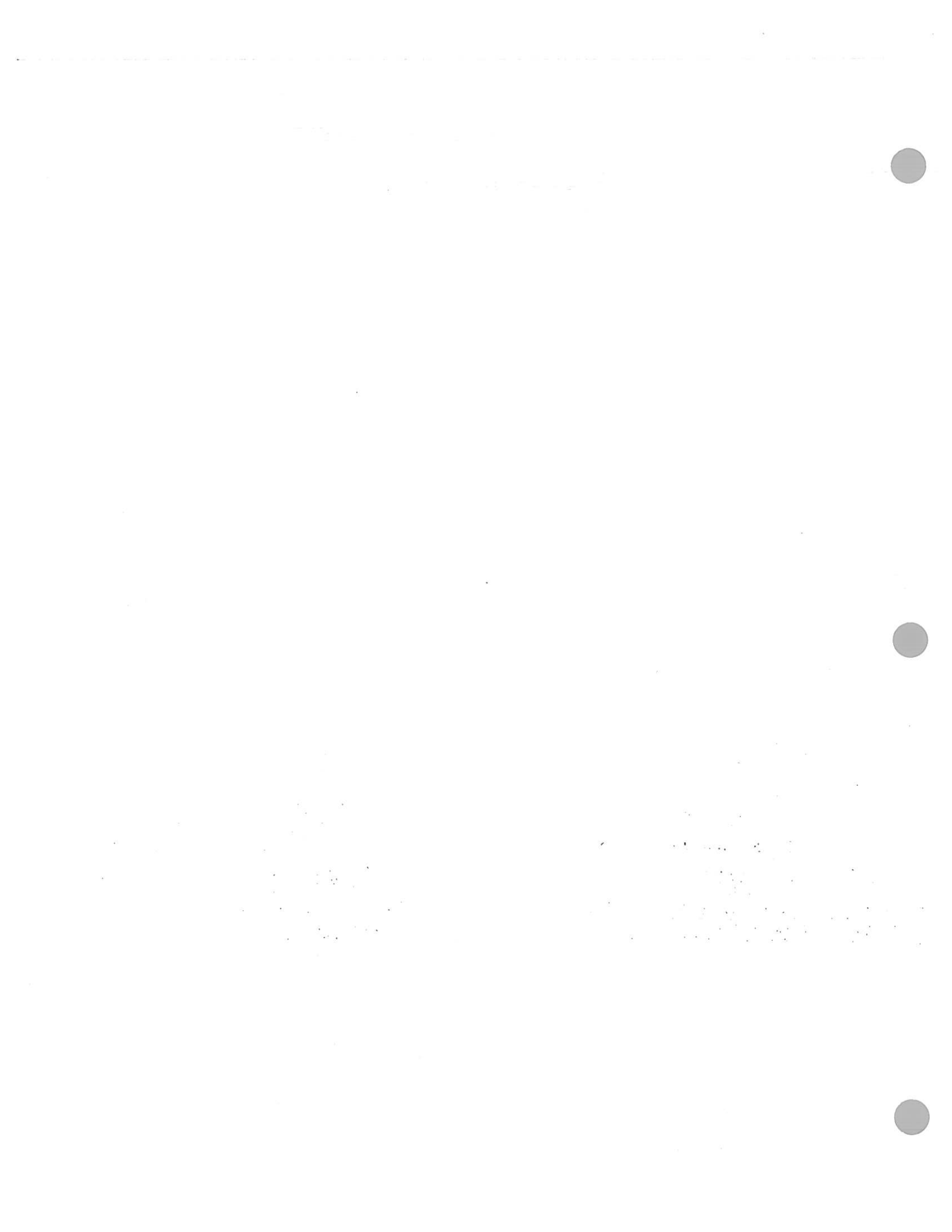
The joint committee will report regularly LAM and will deliver its final report, including recommendations and, as appropriate, any proposed implementation plan, by December 31, 2015. It is understood that this letter does not form part of the collective agreement and does not imply any intention on the part of the parties to reduce faculty members' teaching loads.

Sincerely,



Diane Griffiths
UFV Employer Negotiations Chair

cc: Eric Davis, Provost and VP Academic
Vicki Grieve, FSA President



JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

Guidelines for Staff Assisted Educational Leave

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



Jonathan Hughes, FSA



Diane Griffiths, UFV

24 April 2015
Date

effective
date is
the 2015/2016
round of
staff
educational
leave
applications



CONCEPT DOCUMENT

University of the Fraser Valley Procedures and Guidelines for Post-Tenure Review of Teaching Faculty

1.0 PURPOSE

A comprehensive teaching faculty evaluation and performance review system at UFV is consistent with the university mandate as a teaching intensive regional university committed to offering the best undergraduate education in Canada. The purpose of faculty evaluation and performance review at UFV is to provide information that will enable faculty to monitor and improve their skills in meeting this mandate and to identify opportunities for growth.

These procedures specifically apply to all post-probationary tenure-track and tenured teaching faculty at UFV and are consistent with the principles of evaluation and performance review of teaching, scholarship and service as outlined in Art. 13.4, and the timing of evaluation and performance review as outlined in Art 13.5(b), of the Collective Agreement.

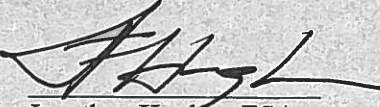
2.0 GUIDING PRINCIPLES

1. Evaluation and performance review at UFV is a process involving multiple stakeholders but fundamentally about excellence in teaching, and the support of activities in scholarship and service that contribute to student success
2. The rights of all UFV faculty and students shall be recognized and respected in the collection and submission of all data that is used for purposes of evaluation and performance review
3. At UFV, procedures for evaluation and performance review of all Teaching Faculty will have both informative and formal components designed to document performance achievements, encourage teaching improvement, and demonstrate accountability.

3.0 SCOPE AND DEFINITIONS

1. These procedures and guidelines include the minimum requirements for student, peer and performance review of teaching faculty. They do not restrict faculty members from engaging in evaluative activities that exceed minimum requirements nor restrict Deans from exercising oversight of faculty performance or student appeals as provided in relevant UFV policies.
2. At UFV, teaching faculty obligations and responsibilities for purposes of evaluation and performance review include scheduled and non-scheduled teaching, research and scholarly activity and service as described in Art. 18.1 of the Collective Agreement.
3. For purposes of these procedures and guidelines, the following definitions apply:
 - a) Peer review refers to in-class evaluation and review by experienced B faculty colleagues of similar or higher rank.


Diane Griffiths, UFV


Jonathan Hughes, FSA

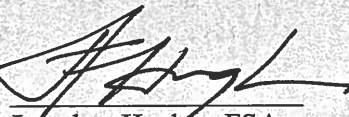
Date

- b) Classroom observation is a method (using charts, rating scales, checklists and/or narrative descriptions) of describing and assessing teaching competencies by students. It occurs in a variety of classroom contexts, including labs, online/distance, and field placement, and may include evaluation of the instructor, the course content, or both.
- c) A teaching dossier is a concise, evidence-based record of teaching activities and other academic accomplishments prepared and updated by a faculty member. It is both reflective and qualitative in its assembly, and includes information about achievements in teaching, scholarship and service and professional development, including information obtained from classroom observations and peer reviews, and university, departmental or community service.
- d) An annual report is a concise description of work accomplished over the previous academic year, including that expected in that year's annual workload plan and as defined by the faculty member's declared standards of teaching, scholarship and service.
- e) Performance review refers specifically to the faculty member's formal triennial evaluation by the dean (or where designated associate dean).

3.0 REGULATIONS

1. The Provost and Vice-President Academic is responsible for the administration of these procedures and guidelines.
2. The Vice President Human Resources and the Deans of the Faculties are responsible for the management and retention of all records associated with teaching faculty evaluation and performance review.
3. The Vice President Human Resources and the President of the Faculty and Staff Association are responsible for the formation and operations of the Standing Committee on Teaching Faculty Performance Review.
4. The Deans (or where designated Associate Deans) are responsible for the triennial performance review of faculty members within their faculties/schools. Deans ensure that evaluation processes are consistent with these procedures and guidelines, and review with faculty and departments annual workload plans at the beginning of each academic year.
5. Except in the case of external peer reviews for applications to full professor, Department Heads are responsible for arranging in-class peer reviews by experienced colleagues.
6. Faculty members are responsible for maintaining a current teaching dossier; participating in formal performance review system every three years that includes classroom observation, peer review, and annual reporting; and with Department Heads administering course evaluations and/or in-class peer reviews in the first and second years of the performance review cycle.


 Diane Griffiths, UFV


 Jonathon Hughes, FSA

 Date

4.0 PROCEDURES

1. Teaching faculty will undergo a formal performance review every three years as described in Art. 13.5(b) of the Collective Agreement. Faculty shall provide an up-to-date teaching dossier as described in 3(c) above; at least one classroom peer review in the year of review as described in 3(a), above; and approved instructor evaluation classroom observation forms for every regular section taught during that third year.

Faculty are not required to provide approved course evaluation classroom observation forms or peer review reports from the first and second years of the three year performance review cycle. Faculty may choose to include anecdotal or subjective comments by students or former students from any year in their teaching dossiers or annual reporting.

2. Teaching Faculty will administer an approved course evaluation form for every regular section taught during the first and second years of the three year performance cycle. These should be used by the faculty member for his or her own professional development, and to review and self-monitor teaching performance growth.

The faculty may, but are not required to provide these course evaluations for the three year performance review. If faculty provide these evaluations for the three year performance review, they may provide some or all of them, but any that are provided must be complete.

3. At least once in any regular class during each of the three years in the performance review cycle, Teaching Faculty will have an in-class peer review evaluation by an experienced B faculty colleague (or equivalent). Faculty may, but are not required, to provide the results of peer reviews in the first and second years of the triennial performance review cycle.

Faculty should arrange the timing and expectations of in-class peer reviews in consultation with their B faculty colleagues and department heads. In exceptional circumstances, or when the faculty member is applying for promotion to full professor, peer reviewers may be experienced teaching professionals external to UFV.

4. At all points in the teaching faculty evaluation process, compiled reports of student feedback will be made available to faculty members in timely manner, but not before the final grades are submitted.
5. All student evaluations, whether course or instructor, are the property of the faculty member and/or the university, and shall never be made public except by the express permission of the faculty member him or herself.
6. Instructions to students regarding feedback about faculty members on any university approved or informal course and/or instructor evaluation forms shall clearly state that student participation is voluntary, and that their commentary is anonymous


Diane Griffiths, UFV


Jonathan Hughes, FSA

Date



PROCEDURES AND SELECTION CRITERIA FOR SESSIONAL FACULTY

Sessional Faculty – Hiring Guidelines

The following Guidelines pertain to the recruitment, selection and appointment process for Sessional Faculty under Article 12.10. They do not pertain to Sessional Faculty members with internal candidate status under (b)(v) of this Article who are entitled to exercise their departmental seniority rights on contracts for which they are qualified, subject to the terms and limitations of Article 18.14.

Procedures

Teaching departments/areas will post all courses for which sessional faculty are required on the HR web site. Departments/areas may also post lists of courses available to sessional lecturers on the relevant Faculty or department/area web site(s), inviting applications and stating application deadlines.

Application

Applicants must submit a curriculum vitae listing academic, teaching and professional experience along with the names and contact information of three references. Applicants must also submit a one page statement of teaching philosophy as it relates to the course(s) applied for. If the applicant has previously taught courses at UFV, student course evaluations for those courses and a brief written response to student course evaluations may be included in the application package.

Selection Process

The selection procedure begins after the application deadline of each semester with the elimination, by the Dean or Associate Dean, of all applications that do not meet the minimum academic requirement.

The remaining applicants will then be assessed according to the following criteria to select the best candidate for the course in question:

- i) the strength of the applicant's background in light of the course(s) applied for;
- ii) teaching experience of the applicant that is related to the particular course
- iii) the strength of the applicant's teaching record particularly.

Selection Criteria

In developing recommendations for appointment from a pool of applicants, the SAC will apply the following criteria.

Academic Qualifications:

Successful applicants should normally hold at least a Masters' degree in a relevant academic discipline, and be able to demonstrate an ability to teach the course in question. Applicants with terminal degrees

will be given preference.

Experience:

Given equivalent academic qualifications, the applicant with more teaching experience in the area in question will be given preference over less experienced applicants. From time to time, an applicant with lower academic qualifications may be selected over an applicant with higher academic qualifications, when it is clear that the former has more relevant experience and/or has a demonstrably superior mastery of the subject matter of the course. In such cases, the Dean will make a decision regarding the recommendation of the SAC only after interviewing the candidates.

Understanding of the subject matter:

Applicants for a particular course must demonstrate satisfactory competence to teach the subject matter of the course, including evidence of satisfactory teaching evaluations if the applicant has previous teaching experience.

Equity:

In cases where competing applicants are roughly equivalent in academic qualifications, experience, and mastery of the subject matter of a course, preference will be given to members of the designated employment equity groups who self-identify: women, individuals of aboriginal ancestry, members of visible minorities, and individuals with physical disabilities.

Collective Agreement:

The UFV/FSA Collective Agreement provides that, among those applicants who meet the selection criteria, preference will be given to employee applicants who have been hired pursuant to Selection Advisory Committee procedures over outside applicants who have equal or less qualifications to meet the criteria of the position.



Diane Griffiths, UFV



Jonathan Hughes, FSA

PROCEDURES AND SELECTION CRITERIA FOR LIMITED TERM TEACHING FACULTY APPOINTMENTS

Procedures

All opportunities for Limited Term appointments will be posted on the HR website, and may be posted on the relevant Faculty or department web site, inviting applications and stating application deadlines. Postings will provide information about the courses or range of courses to be taught.

Application

Applicants must submit a curriculum vitae listing academic, teaching and professional experience along with the names and contact information of three references. Applicants must also submit a one page statement of teaching philosophy as it relates to the courses or range of courses applied for. If the applicant has previously taught courses at UFV, student course evaluations for all courses taught in the last 3 academic years, and for all courses taught which are directly relevant to the posting, and a brief written response to student course evaluations, may be included in the application package.

Selection Process

The selection procedure begins after the application deadline of each semester with the elimination, by the Dean or Associate Dean, of all applications that do not meet the minimum academic requirement.

From the pool of applicants who meet the minimum academic qualifications, those who qualify for internal status preference as defined in article 11.4 of the University of the Fraser Valley/Faculty Association Collective Agreement will be identified.

All applicants will then be assessed according to the following criteria to select the best candidate for the courses in question:

- i) the strength of the applicant's background in light of the position applied for;
- ii) teaching experience of the applicant related to the courses or range of courses to be taught;
- iii) the strength of the applicant's teaching record particularly.

Selection Criteria

In developing recommendations for appointment from the pool of applicants, the SAC will apply the following criteria.

Academic Qualifications:

Successful applicants should normally hold at least a Masters' degree in a relevant academic discipline, and be able to demonstrate an ability to teach the course in question. Applicants with terminal degrees will be given preference.

Experience:

Given equivalent academic qualifications, the applicant with more teaching experience in the area in question will be given preference over less experienced applicants. From time to time, an applicant with lower academic qualifications may be selected over an applicant with higher academic qualifications, when it is clear that the former has more relevant experience and/or has a demonstrably superior mastery of the subject matter of the course. In such cases, the Dean will make a decision regarding the

recommendation of the SAC only after interviewing the candidates.

Understanding of the subject matter:

Applicants must demonstrate satisfactory competence to teach the subject matter of the courses or range of courses to be taught, including evidence of satisfactory teaching evaluations if the applicant has previous teaching experience.

Equity:

In cases where competing applicants are roughly equivalent in academic qualifications, experience, and mastery of the relevant subject matter, preference will be given to members of the designated employment equity groups who self-identify: women, individuals of aboriginal ancestry, members of visible minorities, and individuals with physical disabilities.

Collective Agreement:

The UFV/FSA Collective Agreement provides that, among those applicants who meet the selection criteria, preference will be given to employee applicants who have been hired pursuant to Selection Advisory Committee procedures over outside applicants who have equal or less qualifications to meet the criteria of the position.



Diane Griffiths, UFV



Jonathan Hughes, FSA

LIST OF EXCLUDED POSITIONS

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

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

Forma

Forma
0", Nul

Forma

Forma

Forma

Forma

Roman

Forma

Forma

Forma

Roman

Forma

Forma

Roman

Forma

Forma

Roman

Forma

Forma

Roman

Forma

Forma

Roman

Forma

Forma

Roman

Forma

Forma

Roman

Forma

Forma


Roman

Forma

Forma

Roman

Forma


Diane Griffiths, UFV


Jonathan Hughes, FSA

April 29, 2015
Da