

**2019 – 2022  
COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

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

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## **PREAMBLE**

- A. The Parties agree that it is mutually beneficial and desirable to promote harmonious relations and to set forth herein the Agreement concerning rates of pay, hours of work, and conditions of employment to be observed between the Parties and to provide a method for the orderly adjustment of disputes and grievances.
  
- B. This Agreement, together with any individual contracts of employment between the University and individual Faculty Members which are entered into pursuant to this Agreement, represent all the terms and conditions which govern the relations between the Faculty Association, the University, and those employees of the University to whom this Agreement applies. No other or further terms and conditions are applicable or enforceable except where, and to the extent of, further mutual agreements are committed to writing by the Parties to this Agreement and are intended, either expressly or by implication, to be incorporated into this Agreement.

## **ARTICLE 1 - DEFINITIONS**

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

- 1.01 The Board** is the Board of Governors of the Emily Carr University of Art and Design as defined by The University Act, as amended from time to time.
- 1.02 The Senate** and its responsibilities are defined by the University Act.
- 1.03 University Policy**, to the extent that it refers to or impacts on the rights and responsibilities of Faculty Association Members, shall be arrived at jointly by the University and the Faculty Association.
- 1.04 The Joint Consultation Committee** consists of up to three members each from the University and the Faculty Association. The Vice President Academic and the Vice President Finance and Administration shall sit on the Committee for the University and the President and the Vice President of the Faculty Association shall sit on the Committee for the Faculty Association. The Committee is established to review workplace issues at least once every two months as per Articles 53 and 54 of the Labour Relations Code.
- 1.05 The Benefits Committee** is a committee consisting of representatives from each employee group. Each employee group will have a minimum of two members who will be elected/appointed representatives of, and responsible to, their constituencies. New members will be elected/ appointed by their constituencies when a position becomes vacant. Ideally, each constituency's members will serve staggered two-year terms to provide continuity. Ex-officio non-voting members of the committee include the Vice President, Finance and Administration, the **AVP Human Resources or designate** and the Human Resources Benefits Administrator (Article 23.07.3).
- 1.06 The Sabbatical and Educational Leave Committee** is a committee consisting of the Vice President Academic as chairperson, a Dean, three Regular Faculty representatives chosen by the Faculty Association, one Board member elected by the Board from Ministry appointments, and two external members from other institutions, appointed by the President of the University, or designate, as required by Article 20.05.2.
- 1.07 The Professional Development Fund Committee** is a committee consisting of an equal number of Faculty Members, chosen by the Faculty Association, and University members, appointed by the President or designate, as required by Article 18.02.
- 1.08 The Performance and Developmental Review Committee** is a committee consisting of the Faculty Dean as Chairperson of the Committee, an Assistant Dean of the Faculty or equivalent and two Regular Faculty Members from the Faculty of the faculty member being reviewed, as set out in Article 12.02.3. The Regular faculty members will serve no more than two (2) consecutive years on the committee. The terms of the two faculty members will be staggered to ensure continuity of experience.
- 1.09 The Evaluation Committee** consists of any two of the President, the Vice President Academic (Chairperson), and the Faculty Dean of the faculty member being evaluated. Additional members may be included, at the discretion of the committee, when added expertise is required, as set out in Article 12.02.5.

## **ARTICLE 1 – DEFINITIONS**

- 1.10 The Probationary Selection Committee – Teaching Faculty** is a committee whose purpose is to nominate one or more candidate(s) for a tenure track Faculty appointment. It shall consist of the relevant Dean or Vice President Academic as Chairperson of the Committee, an Assistant Dean appointed by the Vice President Academic, three faculty members, normally two from the relevant program area, one of which is appointed by the faculty in the program curriculum area, and one from another area, appointed by the Vice President Academic or designate, up to two students appointed by the Vice President Academic or designate, other members, if invited by the committee, to provide special expertise, and the **AVP Human Resources**, or a designate, as an ex-officio, non-voting member, as set out in Article 11.02.1.
- 1.11 The Probationary Selection Committee – Non-Teaching Faculty** shall consist of the administrative supervisor of the position, or designate, as chairperson of the committee, two Regular faculty members whenever possible, appointed by the chairperson of the committee, up to two students appointed by the chairperson of the committee, other members, if invited by the committee, to provide special expertise, and the **AVP Human Resources**, or designate, as an ex-officio, non-voting member, as set out in Article 11.02.2.
- 1.12 The Tenure and Promotion Review Committee** is a committee established to recommend conferral of Regular status and/or promotion of rank, consisting of the Vice President Academic or a designate selected by the President as Chairperson of the Committee, the Faculty Dean of the faculty member under review, two Regular Faculty Members selected by the candidate, two Regular Faculty Members selected by the Committee Chairperson who are of equal or higher rank than the candidate, one (non-voting) member from the Human Resources Department to advise on the process, and up to two additional external members who may be added, one at the discretion of the Chairperson of the Committee and one at the discretion of the Committee, for diversity or expertise, as set out in Article 12.03.3.
- 1.13 Placement Committee** shall meet to decide on the placement on the salary scale of a newly-appointed Probationary Faculty Member. The committee shall consist of the Vice President Academic or designate, the Vice President Finance and Administration, Faculty Association President or designate, as set out in Appendix II, 1.6.
- 1.14 The Employment Year for Regular or Probationary Teaching Faculty Members** shall commence on 1 August and continue through 31 July of the following year. The employment year shall typically consist of two academic teaching semesters and twenty-two (22) working days per year for professional development, practice and research activities and an annual vacation of forty-three working days.
- 1.15 The Employment Year for Regular or Probationary Non-Teaching Faculty Members** shall correspond to the calendar year from the date of hiring. The employment year includes annual vacation (Article 17) and professional development time (Article 18). The date of hiring shall be used as the anniversary date for purposes of salary placement step increases.

## **ARTICLE 1 – DEFINITIONS**

- 1.16 University service is active participation in the life of the University community, the Faculty Member's practice and/or profession, and in the community-at-large. Participation on University and Faculty Association committees, assistance and/or leadership in departmental administration, and contributions to the intellectual and cultural life of the campus is part of such service. Service is also defined as contributions to creative, professional and/or learned societies; participation in local, provincial, national and/or international groups and programs related to the Faculty Member's area of practice; consulting work; and/or contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.**

## **ARTICLE 2 – APPLICABILITY OF THE COLLECTIVE AGREEMENT**

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



## **ARTICLE 3 – ASSOCIATION MEMBERSHIP AND DUES**

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

## **ARTICLE 4 – MANAGEMENT RIGHTS**

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

## **ARTICLE 5 – JOINT CONSULTATION COMMITTEE**

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

### **5.02 Composition of Committee**

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

### **5.03 Purpose of Committee**

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

### **5.04 Operation**

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

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

A quorum shall consist of one member from each Party.

## **ARTICLE 6 – RELEASE TIME FOR FACULTY ASSOCIATION DUTIES**

- 6.01** Faculty Association Members required to serve in elected Association positions shall be granted the release time required to conduct the business of the Association, as approved by the Association. Such release time shall be arranged in consultation with the relevant Dean, or designate, to ensure continuing of instructional and other duties. The Faculty Association shall reimburse the University for the actual costs of the substitutes or replacements employed to replace Faculty Members engaged in Association business.
- 6.02** The President and Vice President of the Faculty Association shall not normally be required to participate on University committees while holding office, with the exception of departmental or area meetings and/or committees.
- 6.03** Service to the Faculty Association shall be considered service to the University under Article 13.08.
- 6.04** Members of the Faculty Association Negotiating Committee shall be granted the time off as approved by the Executive of the Association for committee meetings, but in consultation with the appropriate supervisor to ensure continuity of instructional and other duties. The Faculty Association shall reimburse the University for the actual costs of the substitutes or replacements employed to replace Faculty Members engaged in Association business.

## **ARTICLE 7 – TEACHING BY ADMINISTRATORS**

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

## **ARTICLE 8 – MOVEMENT BETWEEN FACULTY AND ADMINISTRATIVE APPOINTMENTS**

**8.01** Any member of the Faculty Association may apply for a position within the administration and be considered along with all other candidates. If hired to the position, the Faculty Member will cease to be a member of the Faculty Association during the period of time the administrative appointment is held. At the conclusion of the administrative appointment, the Faculty Member will be permitted to return to the Faculty position formerly held, with years of service in the administrative position counted towards years of service as a Faculty Member, subject to Article **20.04.2.3**.

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

### **9.01 Types of Faculty Appointments**

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

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

#### **9.01.3 Non-Regular Appointments**

Lecturer  
Sessional  
Adjunct  
Substitute  
Librarian  
Counsellor  
Artist/Designer/Scholar in Residence

### **9.02 Faculty Ranks and Positions**

#### **9.02.1 Regular and Probationary Positions**

- Teaching ranks:  
  
Assistant Professor  
Associate Professor  
Professor
- Non-Teaching ranks:  
  
Librarian  
Counsellor  
Writing Centre Coordinator

#### **9.02.2 Non-Regular Positions**

- Teaching positions:  
  
Lecturer  
Sessional Instructor  
Adjunct Instructor  
Substitute Instructor  
Artist/Designer/Scholar in Residence
- Non-Teaching positions:  
  
Librarian  
Counsellor

### **9.03 Faculty Appointments**

Faculty Members shall be appointed as one of the following:

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

### **9.03.1 Regular Appointments**

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

Regular Faculty Members:

- shall hold full-time or part-time appointments without term;
- shall be either Teaching Faculty Members holding the rank of Assistant Professor, Associate Professor or Professor; or
- shall be Non-Teaching Faculty Members holding the positions of Writing Centre Coordinator, Librarian or Counsellor;
- shall have a comprehensive performance review every three years, unless extended by approved leaves;
- in the case of teaching faculty members, may make application through the promotion and tenure review process for advancement in rank;
- may have their employment terminated through resignation, retirement, dismissal for just cause, or pursuant to the provisions of Articles 35 or 36.

### **9.03.2 Probationary Appointments**

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

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

Probationary Teaching Faculty Members:

- shall hold full-time or part-time appointments;
- shall hold the rank of Assistant Professor, Associate Professor or Professor;
- shall be hired for a maximum of six years, unless extended by approved leave. Regular status may be awarded in less than six years but usually not less than three years. By the end of the sixth year of the appointment, unless extended by approved leave, a recommendation must be made to the President by the Tenure and Promotion Committee to either grant Regular status or to terminate the Probationary Faculty Member's appointment. In exceptional circumstances, the President may approve the appointment of the Faculty Member to Regular status upon hiring following consultation with the Selection Committee. Notification of such an exception shall be sent to the Faculty Association;
- may initiate an application through the tenure and promotion review process (Article 12.04) for advancement in rank and/or for Regular status;
- must initiate an application for Regular status through the tenure and promotion review process before 1 October of **their** sixth year of appointment;
- shall have annual reviews through the performance and developmental review process, including an enhanced review in the third year;



## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

- shall have tenure and promotion reviews prior to consideration for Regular status;
- may have **their** employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review or, subject to appeal under Article 12.08, Tenure Review, or pursuant to the provisions of Articles 35 or 36.

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

- shall hold the position of either Librarian or Writing Centre Coordinator;
- shall be hired for a period of three years. Before the end of the third year of the appointment, unless extended by approved leave, a recommendation must be made to the President by the Tenure and Promotion Committee to either grant Regular status or to terminate the Probationary Non-Teaching Faculty Member's appointment;
- shall have an annual review through the performance and developmental review process;
- shall have a tenure and promotion review prior to the completion of **their** Probationary appointment;
- may have **their** employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review or, subject to appeal under Article 12.08, tenure review, or pursuant to the provisions of Articles 35 or 36.

**Probationary Non-Teaching Faculty Members (Counsellors):**

- shall be hired for a period of two years; and
- shall have a minimum of two reviews by the Administrative supervisor who will make a recommendation to the President to either grant Regular status or to terminate the Probationary Counsellor's appointment no later than by the end of the second year of employment.
- may have their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review, or pursuant to the provisions of Articles 35 or 36.

### **9.03.3 Non-Regular Appointments**

#### **Non-Regular Teaching Appointments**

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

Non-Regular Teaching Faculty:

- shall hold the position of Lecturer, Sessional Instructor, Adjunct Instructor, Substitute, or Artist/Designer/Scholar in Residence;
- shall have no job security beyond the current contract, except as provided for in Article 9.03.

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

- shall be available as part of their regular teaching responsibilities for student consultations one (1) hour per three-credit course per week to a maximum of three (3) hours a week, at a time convenient to students as determined by the Faculty Member, and shall post the consultation time(s).
- Non-regular appointments are offered in the credit program on a semester by semester basis with a teaching load from three up to a maximum of fifteen credits per semester for studio appointments or from three up to a maximum of twelve credits per semester for academic appointments.

### **9.03.4 Lecturer Appointments**

Lecturer Faculty have had Non-Regular appointments and have taught the equivalent of fifty (50) percent or more for four (4) consecutive years as from the 2003-2004 academic year, are hired on a per-course basis, with commensurate teaching and student consultation, provide service to the University, but have no requirement regarding professional practice/research. Contracts shall be issued for up to two years, to the extent possible. Sections taught under an Adjunct contract are excluded from qualifying time.

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

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

Lecturer Faculty:

- shall hold the position of Lecturer;
- shall acquire the right of first refusal to courses in accordance with the provisions of Article 9.03.6.
- shall have right of first refusal to teach courses they have taught continuously at the University which are the same or substantially similar, provided that they have the qualifications to teach the required subject matter, to a maximum of three (3) sections of any three (3) credit course workload;
- shall be hired on contracts up to two years in duration, to the extent possible, and subject to Article 15.11;
- shall have performance and developmental reviews annually or biennially, depending on the length of the contract, to determine suitability for renewal of appointments;
- shall be eligible for the following benefits:
  - an additional two percent vacation pay added to their base salary;
  - leaves of absence as outlined in Article 21;
  - sick leave as outlined in Article 22.02;
  - when they are teaching a load of 40% or more, health and welfare benefits as outlined in Article 23, with the exception of long-term

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

disability benefits. If the workload for a lecturer drops below forty percent in any contracted semester, a payment of ten percent of the current stipend shall be made in lieu of benefit coverage. During any semester with no contract, the lecturer may elect either to pay the full premiums to maintain coverage or drop the coverage until a new contract comes into effect. Lecturers may only choose to drop or begin their coverage once in any twelve (12) month period. All benefit plans are subject to the terms of the benefit providers;

- the College Pension Plan as outlined in Article 24.;
- death benefits as outlined in Article 28;
- annual progression through the salary scale to a maximum of Step 4 of the Provincial Salary Scale.

### **9.03.5 Sessional Appointments**

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

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

Sessional Faculty:

- shall hold the position of Instructor;
- shall have no job security beyond the current contracts;
- shall have performance and developmental reviews annually to determine suitability for renewal of appointments;
- are eligible for the following benefits:
  - six percent (6%) in lieu of benefits; seven percent (7%) effective June 01 2016
  - sick leave as outlined in Article 22.02;
  - leaves of absence as outlined in Article 21;
  - death benefits as outlined in Article 28;
  - stipends, which include vacation pay.

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

### **9.03.6 Right of First Refusal**

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

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

### **9.03.6.1 Qualifications**

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

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

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

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

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

### **9.03.6.2 Priority Basis for Course Allocation**

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

### **9.03.6.3 Retention of Right of First Refusal**

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

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

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

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

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

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

### **9.03.7 Adjunct Appointments**

Appointments are offered for two to five years, subject to confirmation annually, on a per-course basis in the credit program. Appointments are for not more than two sections/courses at any one time, or four courses/ sections in an academic year. Adjunct Faculty Members have specialized skills and knowledge required for teaching specific courses, supplementary to the resources and expertise within the Faculty. Adjunct Faculty Members have teaching and teaching-related duties that include preparation, student consultation and student assessment, but no requirement regarding professional practice, research or service to the University, nor committee or administrative work not directly related to their teaching duties unless otherwise contracted.

- Adjunct Faculty
  - shall hold the position of Instructor;
  - shall have no job security beyond the current contracts;
  - shall have performance reviews annually to determine suitability for confirmation or renewal of appointments;
  - are hired on contracts, confirmed annually, for no less than two and no more than five years;
  - are eligible for the following benefits:
    - six percent (6%) in lieu of benefits; seven percent (7%) effective June 01 2016;
    - sick leave as outlined in Article 22.02;
    - leaves of absence as outlined in Article 21;
    - death benefits as outlined in Article 28;
    - stipends, which include vacation pay.

### **9.03.8 Substitute Faculty Member**

A Substitute Faculty Member shall be appointed to replace a Regular, Probationary or Non-Regular Faculty Member who is absent due to illness or other unforeseen circumstances as described in Articles 21.01, 21.02, 21.03 and Article 21.04.

## **ARTICLE 9 – EMPLOYMENT CLASSIFICATIONS**

- The appointment shall be on an hourly, daily, weekly, or monthly basis.
- Compensation shall be based on an hourly substitute rate pursuant to Article 15.
- A substitute appointment shall be made according to University policy.

### **9.03.9 Artist/Designer/Scholar in Residence Appointments**

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

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

### **9.03.10 Non-Regular, Non-Teaching Appointments**

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

Non-Regular non-teaching faculty:

- shall be hired on term appointments, with start and end dates;
- shall be eligible for the following benefits:
  - compensation based on hourly rates for Librarians Writing Centre Coordinator and Counsellors;
  - six percent (6%) in lieu of benefits; seven percent (7%) effective June 01 2016
  - four percent vacation pay or time in lieu of vacation pay;
  - sick leave as outlined in Article 22.02;
  - leaves of absence as outlined in Article 21;
  - death benefits as outlined in Article 28.

## **ARTICLE 10 – FACULTY QUALIFICATIONS**

### **10.01 Teaching Faculty Qualifications - Probationary and Regular Appointments**

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

#### **10.01.1 Assistant Professors**

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

An Assistant Professor may apply for the rank of Associate Professor after a minimum of three years as an Assistant Professor. In exceptional circumstances, a lesser period may be considered. Progression is subject to the tenure and promotion review process.

#### **10.01.2 Associate Professors**

- The highest degree or its equivalent generally required for the discipline in which the Faculty Member has been hired to teach, or equivalent professional qualifications;
- normally a minimum of five years relevant teaching experience at the post-secondary level as an Assistant Professor or equivalent;
- a suitable professional record of practice and/or scholarly activity.

An Associate Professor may apply for the rank of Professor after a minimum of three years as an Associate Professor. In exceptional circumstances, a lesser period may be considered. Progression is subject to the tenure and promotion review process.

#### **10.01.3 Professor**

- Associate Professor qualifications (as above); and
- an outstanding and sustained record in teaching and professional practice and/or scholarly activity; and
- major regional, national or scholarly recognition.

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

### **10.02 Teaching Faculty Qualifications – Non-Regular Teaching Faculty**

#### **10.02.1 Lecturer, Sessional, Adjunct or Substitute Appointments**

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

## **ARTICLE 10 – FACULTY QUALIFICATIONS**

### **10.03 Non-Teaching Faculty Qualifications**

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



## **ARTICLE 11 – HIRING OF FACULTY**

### **11.01 Hiring Procedures for Probationary Appointments**

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

- 11.01.1** In the case of a teaching position, the Dean of the applicable Faculty and Vice President Academic, after consultation with the Assistant Dean(s) in the relevant Program area or Faculty, or equivalent, and Regular Faculty in the specific program area(s), shall recommend a search plan to the President which shall include the description and qualifications for the position and the process for advertising the position internally and nationally.
- 11.01.2** In the case of a non-teaching position, the administrative supervisor of the position, or designate, after consultation with faculty members in the relevant administrative area, and the Assistant Dean(s) or equivalent whenever possible, shall recommend a search plan to the President.
- 11.01.3** Upon approval by the President, a Probationary Appointments Selection Committee shall be convened and the Faculty Association shall be notified of the approval to fill the vacancy.

### **11.02 The Probationary Selection Committee**

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

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

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

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

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

- the administrative supervisor of the position or designate, as Chairperson of the Committee;
- two Regular Faculty Members, whenever possible, appointed by the Chairperson of the Committee;

## **ARTICLE 11 – HIRING OF FACULTY**

- one student appointed by the Chairperson of the Committee;
- other members, if invited by the Committee, to provide special expertise; and
- the **AVP Human Resources**, or designate, as an ex-officio, non-voting member.

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

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

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

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

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

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

### **11.03 Placement of New Probationary Faculty on the Salary Scale**

#### **11.03.1 Placement Committee**

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

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

#### **11.03.2 Appeals**

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

Following their initial step placement, Faculty Members shall be eligible to have their starting salary reconsidered on the basis of new information or re-

## **ARTICLE 11 – HIRING OF FACULTY**

interpretation of existing information for the first four months following their appointment date. Such appeals shall be initiated in writing to the **AVP Human Resources or designate** with a copy to the Faculty Association stating with details the reasons for the appeal.

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

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

- Appendix II – Placement of New Probationary Faculty on the Salary Scale.
- Appendix III - Letter of Understanding: Temporary and Permanent Workload Increases.
- Appendix IV - Procedures for Semestral Sessional Non-Continuing Appointments.

### **11.05 Equity Hiring**

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

# **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

## **12.01 Types of Reviews**

Faculty Members shall have the following types of reviews:

- Performance and developmental reviews
- Tenure and promotion reviews

## **12.02 The Performance and Developmental Review Process**

### **12.02.1 General**

The purpose of the performance and developmental review process shall be to support the faculty member's development and performance in the areas of teaching, professional practice, collegiality including community and University involvement, and to provide the information and constructive criticism necessary to meet the objectives and responsibilities set out in Articles 10 and 13.

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

- to determine the continuation of Probationary appointments;
- in the tenure and promotion review process;
- to determine eligibility for renewal of Non-Regular appointments; and
- for individual Faculty development.

### **12.02.2 Performance Review Process**

The University shall be responsible for the performance review process and shall ensure fair and reasonable treatment of any faculty members being reviewed.

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

At the conclusion of each semester, the University shall produce a summary of all numerical ratings along with a record of all written comments from every student course evaluation form. This documentation shall be sent to the faculty member as soon as practicable after the end of the semester, with a copy to the Vice-President Academic and a copy placed in each faculty member's personnel file.

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

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

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

The Developmental Review Committee shall review Probationary faculty members annually. Regular faculty members may be reviewed by the Developmental Review Committee annually, and no less than once within a three year period.

The Dean, an Assistant Dean of the Faculty or equivalent and one faculty elected by the Regular faculty from the Faculty shall review Non-Regular faculty members annually within their program areas. Recommendations of this committee, regarding the eligibility for renewal of Non-Regular appointments, shall be provided to the faculty member, prior to being forwarded to the Sessional Hiring Committees. Where the performance review is deemed unsatisfactory and/or where the recommendation is not to re-hire, the non-regular faculty member shall be notified by the Dean and provided an opportunity to discuss the review/recommendation.

### **12.02.3 The Performance and Developmental Review Committees**

The Committee for teaching faculty shall be composed of the following:

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

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

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

The Performance and Developmental Review Committee shall consider the following:

- summaries of student course evaluations placed in the Teaching faculty member's personnel file;
- written administrative assessments completed by administrative supervisors for Non-Teaching faculty members;
- reports for professional development submitted annually;
- current curriculum vitae on file with the University;
- a statement or self-evaluation provided by the faculty member of teaching, scholarly and/or professional activities, research, and service to the

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

University and community. The statement may also include faculty member reflections on feedback from previous Developmental Review Committees;

- for probationary teaching faculty in the third year, additional materials will be considered including, but not limited to, teaching observations and reports;
- other relevant information as determined by the Committee.

The Performance and Developmental Review Committee shall produce a report, including:

- recommendations for faculty member commendations; and/or
- recommendations, regarding any faculty members whose review indicates a need for development or performance improvement in meeting the Faculty objectives and responsibilities outlined in Article 10 and 13
- recommendation for referral to the Evaluation Committee.

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

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

### **12.02.4 Performance and Developmental Reviews – Counsellors**

The administrative supervisor will conduct regular developmental reviews during the probation period and regular appointment, which will consider:

- Performance in role as outlined in the collective agreement and job description;
- annual reports for professional development activities;
- current curriculum vitae on file with the University;
- a statement and/or documentation provided by the faculty member of professionalism and professional activities, service philosophy and service to the University and community;
- other relevant information as determined by the Administrative supervisor and faculty member.

During the probationary period, counsellors shall have a minimum of two reviews by the Administrative Supervisor who will make a recommendation to the President to either grant Regular status or to terminate the Probationary Counsellor's appointment no later than by the end of the second year of employment.

Regular counsellors shall be reviewed no less than once within a three year period.

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

### **12.02.5 The Evaluation Committee**

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

- the President;
- the Vice-President Academic (chairperson);
- the Faculty Dean of the faculty member being evaluated;
- additional members may be included, at the discretion of the Committee, when added expertise is required.

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

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

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

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

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

### **12.03 Tenure and Promotion Reviews**

The purpose of tenure and promotion reviews shall be to assess overall performance and make the following recommendations:

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

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

**12.03.2 Regular Faculty Appointments** – Tenure and promotion reviews shall be conducted to recommend promotion of rank.

### **12.03.3 The Tenure and Promotion Committee**

The Tenure and Promotion Committee shall consist of the following:

- the Vice President Academic or designate selected by the President as Chairperson;
- the Faculty Dean of the faculty member under review;
- two Regular faculty members selected by the candidate;
- two Regular faculty members selected by the Committee Chairperson who are of equal or higher rank than the candidate;
- one (non-voting) member from the Human Resources Department to advise on the process;
- up to two additional external members who may be added, one at the discretion of the Chairperson of the Committee and one at the discretion of the Committee.

At any point in the process if, for whatever reason, an appointed committee member cannot continue, **they** will be replaced in accordance with the representation intended by this Article.

## **12.04 Procedure for Tenure or Promotion of Rank**

### **12.04.1 Promotion of Rank**

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

### **12.04.2 Tenure Reviews – Faculty Members**

Probationary Faculty Members may apply for tenure review anytime following completion of a minimum of typically three academic years of employment but must apply no later than the sixth year. Candidates must submit an application in writing to the Vice President Academic, no later than 1 October for tenure review during that academic year.

### **12.04.3 Tenure Reviews – Non-Teaching Faculty Members**

At least four months before the end of the third year of employment, the Non-teaching Probationary faculty member must submit an application for tenure in writing to the Vice-President Academic. The review must be complete by the end of the third year.

### **Tenure and Promotion Procedures – Teaching and Non-Teaching Faculty**

**12.04.4** The Tenure and Promotion Committee will review the application and documentation. The Committee may request, through the Committee Chair, additional submissions from the candidate or the University prior to the meeting if



## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

members of the Committee identify missing or incomplete information in the application.

**12.04.5** The Tenure and Promotion Committee shall meet to decide on the application and submit its recommendation to the President for a decision. Recommendation for approval for tenure and promotion must be by majority vote of committee members.

**12.04.6** The Vice President Academic, or designate, shall meet with each Faculty Member reviewed, to discuss the outcome of **their** tenure and promotion review by the end of the academic year in which the application was submitted. The results of the review shall also be communicated to the Faculty Member in writing following this meeting, including an overall assessment of **their** strengths, and/ or, recommendations for improvement, when applicable. A Faculty Member who disagrees with the results of **their** review has recourse to the appeal process as outlined in Article 12.08, below.

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

### **12.05 Standards of Performance**

Candidates for promotion or tenure review, in addition to the appropriate educational qualifications, are judged according to the objectives and responsibilities outlined in Article 13 – Faculty Objectives and Responsibilities. Non-teaching faculty will also be assessed on the basis of the duties detailed in the job description for the role.

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

### **12.06 Documentation Required for Tenure or Promotion Review**

**12.06.1** The University shall assemble the following documentation components:

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

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

**12.06.2** The candidate shall provide the following documentation components:

- a complete, current curriculum vitae;
- an artist statement or equivalent statement about scholarly work/research; or professional practice and research specific to non-teaching discipline;
- a report on professional development, professional practice and University service activities carried out during the evaluation period, including, but not limited to, a listing of exhibitions, design commissions and projects, courses taught and/or developed, committee work, publications, reviews, residencies, visiting-artist presentations, work as an editor or juror, and any additional service to the University or community;
- a statement of teaching philosophy; or statement of professionalism and service philosophy specific to non-teaching discipline;
- documentation of personal work, published articles or work and exhibitions, catalogues, along with any additional documentation which may be applicable, including student work.

### **12.07 Confidentiality and Conflict of Interest or Bias**

By participating on the Tenure and Promotion Committee or the Appeal Committee, each Committee member shall agree to respect the immediate and ongoing confidentiality of the process, and to identify to the Chairperson of the Committee any perceived or actual conflict of interest or bias as soon as it arises. If a Committee member or potential Committee member removes themselves as a member of the Committee, or is removed as a result of proceedings under Article 12.07.3, a suitable replacement shall be named to ensure Committee composition as outlined in Article 12.03.3

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

**12.07.2** Faculty Members who are under consideration for tenure and promotion reviews, or are pursuing an appeal of a Tenure or Promotion decision, will be notified of the Committee composition by the Committee Chair prior to the Tenure and Promotion Committee or Appeal Committee meeting referenced in 12.04.5 or 12.08.5, and have a right, within a period of ten (10) calendar days of such notification, to declare and provide rationale to the Chairperson of the Committee that a member of the Committee has a conflict of interest and/or bias.

**12.07.3** The Committee shall make the determination about whether or not a conflict of interest and/or bias or perceived conflict of interest and/or bias exists. In the case of a tie vote, the Chairperson of the Committee shall cast the deciding vote. The decision shall include whether or not the Committee member can continue to sit on the Committee and if any special considerations are required. Special consideration could include the Committee member absenting **themselves** from specific discussions or decisions.

### **12.08 The Appeal Process**

**12.08.1** The appeal process provides a mechanism to review decisions made by the President that result in:

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

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

**Regular Faculty Members:** Denial of promotion or rank.

**12.08.2** The appeal process is initiated when a Faculty Member submits a request to appeal the tenure and promotion review decision within ten working days following receipt of the written copy of the decision. The request to appeal must address the grounds as outlined in Article 12.08.4.

### **12.08.3 The Appeal Committee**

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

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

### **12.08.4 The Tenure and Promotion Appeal Process**

A recommendation may be appealed on the following grounds:

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

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

**12.08.6** The Appeal Committee shall hear the appeal. Should it decide the appeal has merit, the Appeal Committee shall direct that the matter be reconsidered by the Tenure and Promotion Committee and shall provide specific direction as to what must be undertaken upon the reconsideration. If the Appeal Committee finds that the recommendation or decision was tainted by bias, motive, or unreasonableness such that the matter cannot fairly be reconsidered by the original Tenure and Promotion Committee, the Appeal Committee will direct that the reconsideration be conducted by a new Tenure and Promotion Committee – reconstituted in a manner that preserves the representation described in 12.03.

## **ARTICLE 12 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS**

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

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

**12.08.7** A decision of the Appeal Committee may be grieved by the affected Faculty Member. If a grievance under this Article proceeds to arbitration, and if the arbitrator finds that the Tenure and Promotion provisions of this Agreement have been violated, the arbitrator shall direct that the matter be reconsidered and shall provide specific direction as to what must be undertaken upon the reconsideration. If the arbitrator finds that the recommendation or decision was tainted by bias, motive or unreasonableness such that the matter cannot fairly be reconsidered by the original Tenure and Promotion Committee or Appeal Committee, the arbitrator may direct that the reconsideration be conducted by a new Tenure and Promotion Committee or Appeal Committee, reconstituted in a manner that preserves the representation described in 12.03.3 or 12.08.3 with a recommendation made to the President.

## **ARTICLE 13 – FACULTY OBJECTIVES AND RESPONSIBILITIES**

### **13.01 Teaching Faculty Members**

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

### **13.02 Definition of Teaching**

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

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

### **13.03 Teaching Faculty Members and Instructional Duties**

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

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

## **ARTICLE 13 – FACULTY OBJECTIVES AND RESPONSIBILITIES**

**13.03.10** Faculty Members shall ensure that students receive instruction in studio, lab and workshop safety, including teaching, modeling and enforcing proper health and safety standards. They shall advise the University when and where unsafe working conditions may exist, and shall participate with the University in the provision of a safe and secure environment consistent with the Workers' Compensation Board Act and Regulations.

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

### **13.04 Non-Teaching Faculty Members**

#### **13.04.1 Librarians**

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

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

#### **13.04.2 Counsellors**

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

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

## **ARTICLE 13 – FACULTY OBJECTIVES AND RESPONSIBILITIES**

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

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

### **13.05 Faculty Members and their Subject Areas**

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

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

### **13.06 Faculty Members' Professional Practice and Research**

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

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

## **ARTICLE 13 – FACULTY OBJECTIVES AND RESPONSIBILITIES**

### **13.07 Faculty Members and the Faculty Community**

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

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

### **13.08 Faculty Members and the University**

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

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

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

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



## **ARTICLE 14 – FACULTY WORKLOAD**

### **14.01 Regular and Probationary Teaching Faculty**

**14.01.1** The employment year for Regular and Probationary Teaching Faculty Members normally begins on 1 August and continues through 31 July of the following year. The employment year consists of, typically, two academic teaching semesters, twenty-two (22) working days per year for professional development, practice and research activities and an annual vacation period of forty-three working days.

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

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

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

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

### **14.02 Librarians and Counsellors**

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

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

### **14.03 Teaching Responsibilities**

#### **14.03.1 Contact Hours**

The course load required of full-time Faculty each term is normally twelve contact hours for Faculty teaching academic studies courses and fifteen contact hours, depending on the delivery model, for Faculty teaching studio courses. Scheduled contact hours are defined as a Faculty Member's formal class time spent teaching students in the subject area(s) of **their** course assignments.

## **ARTICLE 14 – FACULTY WORKLOAD**

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

Non-Regular Faculty Members shall make themselves available for student consultation in accordance with Article 9.03.3.

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

### **14.04 Administrative Responsibilities**

Administrative responsibilities include:

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

Faculty Members shall be responsible for developing course outlines consistent with University policy and for distributing course outlines to students at the commencement of classes as described in Article 13.03.5.

### **14.05 Course Preparation**

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

### **14.06 Reduced Workload**

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

### **14.07 Teaching Assignments**

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

For the purposes of this article only, the work overload may be assigned in the summer session by request of the faculty member and approval of the Dean. In this case, the course reduction in the Fall or Spring semester will be drawn as paid vacation time as per Article 17.01 and will be considered equivalent to the work overload in the summer session.

## **ARTICLE 14 – FACULTY WORKLOAD**

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

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

### **14.08 Joint Consultation Committee**

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

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

### **14.09 Pro-Rata Faculty Workloads**

#### **Faculty Workloads (Studio)**

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

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

Additional hours include:

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

## **ARTICLE 14 – FACULTY WORKLOAD**

### **Faculty Workloads (Academic)**

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

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

Additional hours include:

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

### **14.10 Combined Studio/Academic Faculty Workloads**

In the event that Faculty Members teach a combined workload of studio and academic courses in an academic year, the workload plan shall be based on the following combinations. These combinations are to be regarded as guidelines and will take into account Article 14.01.3 in order to optimize an equitable distribution of work among all Faculty Members.

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

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

## **ARTICLE 14 – FACULTY WORKLOAD**

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

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

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

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

### **14.11 Split Workload Averaging for Studio and Academic Courses**

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

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

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

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

## **ARTICLE 15 – SALARIES**

### **15.01 General**

The salary scales for Regular and Probationary Faculty Members for the period 1 April 2019 to 31 March 2022 shall be listed as Appendix I.

### **15.02 Pro-rating of Salaries for Part-Time Regular and Part-Time Probationary Faculty Members**

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

### **15.03 Regular and Probationary Faculty Pay Periods**

Faculty Members shall be paid semi-monthly.

### **15.04 Incremental Step Increases**

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

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

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

### **15.05 Part-Time Regular Faculty Temporary Workload Increases**

Remuneration shall be based on the following formulae:

#### **15.05.1 Stipend – Studio Instruction**

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

#### **15.05.2 Stipend – Academic Instruction**

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

### **15.06 Sessional and Adjunct Non-Regular Appointments**

#### **15.06.1 Stipend – Studio Instruction**

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

## **ARTICLE 15 – SALARIES**

Effective 1 April 2007 – 75% of 1/10 of Step 8 of the Provincial Salary Scale.

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

Effective June 01 2017, for faculty members who have completed four (4) years equivalent full-time service, a further two percent vacation pay shall be paid on the stipend, for a total of six percent (6%) vacation pay.

### **15.06.2 Stipend - Academic Instruction**

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

Effective 1 April 2007 – 75% of 1/8 of Step 8 of the Provincial Salary Scale

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

Effective June 01 2017, for faculty members who have completed four (4) years equivalent full-time service, a further two percent vacation pay shall be paid on the stipend, for a total of six percent (6%) vacation pay.

### **15.06.3 Benefits**

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

## **15.07 Lecturer Appointments**

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

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

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

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

### **15.07.3 Benefits**

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

## **ARTICLE 15 – SALARIES**

### **15.08 Additional Compensation for Non-Regular Teaching Faculty**

#### **15.08.1 Additional Duties**

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

01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
\$342.70	\$349.55	\$356.54

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

01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
\$57.12	\$58.26	\$59.43

#### **15.08.2 Assigned Duties**

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

01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
\$342.70	\$349.55	\$356.54

### **15.09 Substitute Appointments**

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

#### **15.09.2 Studio Course Substitutes**

The hourly rate will be 1/80<sup>th</sup> of the three credit base stipend payable for studio Adjunct and Sessional courses as outlined in Article 15.06.1.

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



## **ARTICLE 15 – SALARIES**

### **15.09.3 Academic Course Substitutes**

The hourly rate will be 1/80<sup>th</sup> of the three credit base stipend payable for academic Adjunct and Sessional courses as outlined in Article 15.06.2.

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

### **15.09.4 Non-Teaching Faculty Substitutes**

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

### **15.10 Non-Regular Non-Teaching Appointments**

Remuneration shall be based on the following formulae:

**15.10.1** A minimum rate based on entry step of the salary scale, pro-rated according to workload.

**15.10.2** A **seven** percent (7%) allowance in lieu of employee benefits shall be added to the base stipend.

**15.10.3** At the option of the Faculty Member, vacation will be taken as paid time off or as pay in lieu of vacation, either on each pay cheque or as a lump sum at the end of the calendar year or their contract at the rate of four percent of gross earnings.

### **15.11 Cancellation Fees for Non-Regular Faculty**

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

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

## **ARTICLE 16 – GENERAL HOLIDAYS**

**16.01** Faculty Members shall receive the following Statutory Holidays:

New Year's Day	1 January
Family Day	
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	1 July
BC Day	
Labour Day	
Thanksgiving Day	
Remembrance Day	11 November
Christmas Day	25 December
Boxing Day	26 December

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

## **ARTICLE 17 – ANNUAL VACATIONS**

### **17.01 Teaching**

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

**17.01.2** The annual vacation shall normally be taken in the period between the professional development month and the first duty day of the Fall semester of each year.

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

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

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

### **17.02 Non-Teaching Regular and Probationary Faculty**

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

## **ARTICLE 18 – PROFESSIONAL DEVELOPMENT**

### **18.01 Professional Development – Faculty Members**

- 18.01.1** Regular and Probationary Teaching Faculty shall have twenty-two working days per year for professional development, practice and research activities, which are considered to be of mutual benefit to both the Faculty Member and the University, and are in keeping with the objectives and responsibilities outlined in Article 13.
- 18.01.2** For Teaching faculty much of the professional development, practice or research activities will typically, but not exclusively, take place between the last duty day of Spring and the first duty day of Fall. Absence from a scheduled class for Professional Development activities undertaken when classes are in session will be by mutual agreement of the faculty member and their Dean in advance.
- 18.01.3** Regular and Probationary Non-Teaching Faculty shall have up to twenty working days per year for professional development activities which are considered to be of mutual benefit to both the Faculty Member and the University and are in keeping with the objectives and responsibilities outlined in Article 13.04. For Non-Teaching Faculty professional development may be undertaken at any time during the year in consultation with their administrative supervisor.
- 18.01.4** Evidence of the professional development, practice and research activities undertaken shall be submitted in the form of a report to the Developmental Review Committee by 15 October each year along with other required materials as stipulated in 12.02.3 and 12.02.4.
- 18.01.5** Such reports shall conform to University policy.

### **18.02 Professional Development Fund Committee**

- 18.02.1** Effective 1 April 2006, the University will establish a Professional Development Fund of six-tenths of one percent (0.6%) of the salaries of Faculty Members. This will be the total amount of any funds the University is obligated to contribute to professional development, and will replace any and all other professional development commitments. Effective 1 August 2016, the University will contribute three quarters of one percent (.75%) of the salaries of Faculty Members to the Professional Development Fund.
- 18.02.2** The Professional Development Committee will agree on a process and criteria for the review and adjudication of employee applications for disbursement of professional development funds to Faculty Members to support proposed professional development activities. Any monies in the Fund, defined in 18.02.1, not so spent at the end of any fiscal year shall be retained by the University.
- 18.02.3** The Professional Development Committee will review applications and make recommendations to approve requests for funds to the Vice President Academic.
- 18.02.4** The Vice President Academic may approve, modify, reject or request more information about applications from the applicants.

## **ARTICLE 19 – DECOLONIZATION AND INDIGENIZATION**

**19.01 Both the University and the Faculty Association recognize that resources are required to meaningfully support faculty efforts to strengthen our teaching and learning community's goals of embodying respect, reciprocity and responsibility through the active processes of decolonization and Indigenization. As such, the University will establish a Decolonization and Indigenization Fund to support both individual and collective development towards decolonization and Indigenization, available to both regular and non-regular faculty.**

**19.02 The Decolonization and Indigenization Fund shall consist of the following amounts:**

**19.02.1 Year 1 - April 1, 2019: \$13,000**

**19.02.2 Year 2 - April 1, 2020: \$26,500**

**19.02.3 Year 3 - April 1, 2021: \$40,500**

**19.03 For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added the allocation for the next fiscal year. Otherwise funds not spent within the fiscal year will be rolled into the following year's total allocations for one year only. The April 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.**

**19.04 The Decolonization and Indigenization Fund shall be administered by a joint committee consisting of two representatives of the Faculty Association and two representatives of the University.**

**19.05 All Faculty members shall be eligible to apply for the fund. The maximum amount per application is \$250 per fiscal year, subject to available funding. The maximum amount of funding available shall be the same for all faculty members, regardless of their status or FTE.**

**19.06 Members must submit a proposal to apply for this fund. Proposals must demonstrate tangible benefits to students and must support decolonization and Indigenization within the university community. This may include pedagogical workshops, material purchases, honoraria for Elders, or other activities. Proposals that meet this requirement shall be granted. Faculty members may submit joint applications but the maximum amount available per employee will remain the same.**

**19.07 Faculty members may use Professional Development funds to supplement these Decolonization and Indigenization projects. The joint committee will provide quarterly updates on the balance of the fund.**

**19.08 Once a project is complete, faculty members shall submit a report on the project by the end of the academic year.**

**19.09 Funds allocated in any given year may not exceed funds available.**

## **ARTICLE 20 – SABBATICAL AND EDUCATIONAL LEAVE**

### **20.01 Preamble**

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

### **20.02 Sabbatical Leaves**

**20.02.1** The granting of sabbatical leaves shall be based on the merit of the application as well as on the service of the applicant. Detailed written applications shall outline the proposed programs of work and shall contain the information detailed in Article 20.06.

**20.02.2** Long term (twelve month) sabbatical leaves shall be taken either in the period 1 January to 31 December or 1 August to 31 July.

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

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

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

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

**20.02.7** Three month sabbatical leaves shall be available to qualified Non-Teaching Faculty Members and shall not be fixed to time periods during the academic year. Such leaves may be taken in conjunction with vacation and professional development leave. Such leaves shall be in addition to the leaves granted under the provisions of Article 20.02.

**20.02.8** Short term (six month) sabbatical leaves shall be taken either in the period 1 July to 31 December or 1 January to 30 June.

### **20.02.9 Intent of Sabbatical Leaves**

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

Sabbatical leaves may be used for the following purposes:

- studio work related to professional practice as an artist or designer;
- pedagogical research;

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

### **20.03 Funding**

**20.03.1** The University and the Faculty Association will annually negotiate the funding required to finance the cost of the recommended sabbatical leaves, including the salary costs of Substitute Faculty where applicable.

**20.03.2** The University and the Faculty Association will work together to establish policies and procedures regarding sabbatical leave funding formulae and the application of funds to the sabbatical leave program.

**20.03.3** Discretion to grant sabbatical leaves shall reside with the University which shall make every reasonable effort to grant appropriate requests. Operational requirements, budgetary priorities, and financial constraints are factors which shall be considered in the approval process.

### **20.04 Eligibility**

**20.04.1** Regular Faculty Members with a minimum of six years of qualifying service are eligible for sabbatical leave.

**20.04.2** Qualifying service is defined as a term of consecutive employment as a Regular and Probationary Faculty Member, subject to the following:

**20.04.2.1** Leaves of absence without pay beyond an accumulated maximum of six weeks do not count as qualifying service.

**20.04.2.2** Leaves of absence with pay in excess of three months do not count as qualifying service unless approved by the President.

**20.04.2.3** Secondment from Faculty Association Membership to take up administrative positions in excess of six months does not count as qualifying service.

**20.04.2.4** All qualifying service is cancelled on resignation or termination of employment.

**20.04.2.5** Following completion of a sabbatical leave, the Teaching Faculty Member shall be eligible for another long term sabbatical leave after completion of an additional six years of qualifying service; or shall be eligible for a short term sabbatical leave after completion of an additional three years of qualifying service.

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

### **20.05 The Sabbatical and Educational Leave Committee**

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

**20.05.2** The committee shall be composed of the following:

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

**20.05.3** The Committee shall consider all applications for sabbatical leaves submitted by Regular Faculty Members and by Probationary Faculty Members in their fifth year of probation.

**20.05.4** The Committee shall:

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

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

**20.05.4.3** Recommend disposition of applications in writing to the President of the University.

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

### **20.06 Application Format**

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

**20.06.1** a description of the artistic, professional or scholarly purpose and activities of the proposed project of work, with the stated objective of the proposed project,



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anticipated outcome and the potential benefit to the Faculty Member and the University;

- 20.06.2** a detailed project description;
- 20.06.3** details of any outside University participation, including endorsements, and/or invitation, if applicable;
- 20.06.4** evidence of achievement of Faculty Objectives and Responsibilities as described in Article 13;
- 20.06.5** a current curriculum vitae and the length of time, if any, since the last sabbatical leave;
- 20.06.6** previous professional development reports since the applicant's last sabbatical leave will be provided by Human Resources;
- 20.06.7** any appropriate supporting materials such as visual media or publications;
- 20.06.8** for Non-Teaching Faculty Members, a letter of evaluation of the sabbatical leave application may be submitted by the appropriate administrative supervisor upon request;
- 20.06.9** the Committee, or the President may request additional information should they deem it necessary in order to complete their assessment of the application;
- 20.06.10** a statement regarding any paid compensation expected by the Faculty Member during the sabbatical leave, outside of salary from the University, including details of any anticipated grants, bursaries, leaves, etc, or invitations or appointments related to the sabbatical period.
- 20.06.11** Performance and developmental review recommendations may also be provided by the faculty member.

### **20.07 Application Submission and Notification of Disposition**

- 20.07.1** Application for sabbatical leave shall be made to the Vice President Academic by 1 September of the academic year prior to the intended sabbatical leave.
- 20.07.2** The Committee shall assess all applications and submit a written recommendation for review by the President of the University by the end of the second week of October.
- 20.07.3** The President of the University shall advise each applicant, in writing, by the end of the first week in November of the committee's recommendation regarding their application which will be submitted to the University Board at its December meeting.
- 20.07.4** The President of the University shall submit **their** sabbatical leave recommendations to the University Board for its decision at its December meeting.

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**20.07.5** The President of the University shall advise applicants, in writing, of the decision of the University Board no later than 31 December each year.

### **20.08 Application Assessment**

Applications shall be assessed based on the following criteria:

**20.08.1** the merit of the proposed project, program of work or study;

**20.08.2** the anticipated significance of the proposed project, program of work or study to both the applicant and the University;

**20.08.3** the feasibility of concluding the project, program of work or study, as described;

**20.08.4** confirmation that the project, program of work or study is beyond the scope of normal employment expectations;

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

### **20.09 Appeal**

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

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

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

### **20.10 Conditions**

**20.10.1** Faculty Members granted sabbatical leave shall be paid the equivalent of eighty percent (80%) of their annual salaries for the approved duration of the leave. Health and welfare benefits payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the University throughout the approved sabbatical leave. The Faculty Member shall continue to accrue salary increments and other benefits during sabbatical leaves.

Effective August 01 2016:

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

## **ARTICLE 20 – SABBATICAL AND EDUCATIONAL LEAVE**

- 20.10.2** For the purposes of this clause only, annual salary shall be defined as the salary for the salary step the Faculty Member worked during the sabbatical multiplied by the average teaching load of the Faculty Member's six (6) best years or since the last sabbatical was taken.
- 20.10.3** No Faculty Member shall be granted a cumulative total of educational and sabbatical leaves in excess of thirty-six months during the entire period of employment with the University, effective 1 April 1988.
- 20.10.4** Within two months of return from a sabbatical leave, the Faculty Member shall submit a detailed, written and, if applicable, illustrated report to the Sabbatical and Educational Leave Committee for approval. The report shall include a detailed description of the project, program of work or study as completed and include a statement of the research and/or professional development benefit and benefit to the University the sabbatical achieved. The Committee may request further information required to evaluate the program of work undertaken during the sabbatical leave.
- 20.10.5** The Committee shall assess the report on the basis of:
- Achievement of originally stated sabbatical activities and objectives, including any variances from the sabbatical proposal as approved.
  - Demonstrated enhancement of professional, creative and/or scholarly development.
  - Mutual benefit to the Faculty Member and the University.
- The Committee's findings together with a copy of the report will be submitted to the President.
- 20.10.6** The Faculty Member shall be required to publicly present **their** sabbatical activity report to the University community. The University Board shall be invited to attend all presentations.
- 20.10.7** The Faculty Member shall submit a copy of any published material produced as a result of the sabbatical leave to the University for inclusion in the library holdings.
- 20.10.8** In the event of the Faculty Member failing to comply with Articles **20.10.4**, **20.10.5**, **20.10.6** or **20.10.7**, and/or the Committee does not approve the report, the Faculty Member, on written request from the President of the University, shall immediately refund any amount paid by the University during the sabbatical leave.
- 20.10.9** Should the Faculty Member fail to remain in the employment of the University for at least one year immediately following return from such sabbatical, the Faculty Member shall refund to the University the amount of salary paid during this sabbatical leave less any amount pro-rated for that portion of the year served subsequent to the leave.
- 20.10.10** If applicable to the proposed program of work, a Faculty Member may receive bursaries, grants, scholarships, salary, travelling expenses, etc, which supplement financial resources while on sabbatical leave. However, a Faculty Member shall not engage in any employment for compensation while on sabbatical leave unless authorized in writing by the President of the University, prior to the commencement of the leave.

## **ARTICLE 20 – SABBATICAL AND EDUCATIONAL LEAVE**

**20.10.11** Where employment for compensation is authorized, the annual sabbatical salary otherwise payable by the University shall be decreased so the amount of financial assistance, together with outside compensation, shall not exceed 125% of the Faculty Member's salary step for the sabbatical leave, plus reasonable travel and other expenses.

### **20.11 Educational Leaves**

#### **20.11.1 Intent of Educational Leave**

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

#### **20.11.2 Funding**

Educational leaves shall be granted subject to available funds.

#### **20.11.3 Eligibility**

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

#### **20.11.4 Application Format**

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

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

- a description of the program of study, scholarly focus, with the stated timeline and the potential benefit to the faculty member and the University;
- evidence of achievement of Faculty Objectives and Responsibilities as described in Article 13;
- a current curriculum vitae;
- previous professional development reports will be provided by Human Resources;
- a statement regarding any paid compensation expected by the faculty member during the Educational Leave, outside of salary from the University, including details of any anticipated grants, bursaries, etc;
- the Committee, or the President may request additional information should they deem it necessary in order to complete their assessment of the application.

## **ARTICLE 20 – SABBATICAL AND EDUCATIONAL LEAVE**

### **20.11.5 Conditions**

- 20.11.5.1** Faculty Members granted educational leaves shall be paid the equivalent of seventy five percent of their annual salary during the approved duration of the leave. Health and welfare benefit payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the University throughout the approved educational leave.
- 20.11.5.2** Within one month of returning to the University from an educational leave, the Faculty Member shall submit to the Committee a written and, if applicable, illustrated report as evidence of having carried out the purpose for which the leave was granted.
- 20.11.5.3** In the event of non-compliance with Article **20.11.5.2** the Faculty Member shall, on written request from the President of the University, immediately refund any amount paid by the University during the approved educational leave.
- 20.11.5.4** Should the Faculty Member fail to remain in the employment of the University for at least one year immediately following return from such educational leave, the Faculty Member shall refund to the University the amount of salary paid during this leave less any amount pro-rated for that portion of the year served subsequent to the educational leave.

### **20.11.6 Application Assessment**

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

- 20.11.6.1** the anticipated significance and relevance of the proposed program of study to both the applicant and the University;
- 20.11.6.2** the feasibility of concluding the program of study;
- 20.11.6.3** confirmation that the program of study cannot be completed while maintaining employment workload;
- 20.11.6.4** achievement of Faculty Objectives and Responsibilities as described in Article 13.

## **ARTICLE 21 – LEAVES OF ABSENCE**

### **21.01 Leave of Absence Without Pay**

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

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

**21.01.2** When leave of absence without pay exceeds thirty calendar days, Article 23.07.7 will apply.

### **21.02 Leave of Absence With Pay**

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

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

**21.02.1.2** One day to attend funeral as a pallbearer.

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

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

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

### **21.03 Maternity and Parental Leave**

#### **21.03.1 General Provisions**

**21.03.1.1** The services of a Faculty Member on maternity leave and/or parental or adoption leave will be considered continuous for the purpose of any pension, medical or other plan benefit to the employee and for the purposes of Article 36. The University will continue to make payments to the benefit plans in the same manner as if the employee were not absent. Where the employee shares or pays for the cost of benefit premium, **they** will have the option of continuing the coverage for the duration of the leave. All benefit plan coverage, terms, conditions and eligibility requirements will at all times be covered by the actual terms and conditions of the benefit plan contracts.

## **ARTICLE 21 – LEAVES OF ABSENCE**

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

### **21.03.2 Maternity Leave**

- 21.03.2.1** A pregnant full-time or part-time Regular or Probationary Faculty Member is entitled to unpaid maternity leave up to **seventeen (17)** consecutive weeks.
- 21.03.2.2** A Lecturer, Adjunct or Sessional Faculty Member is entitled to an unpaid maternity leave for the duration of **their** current contract.
- 21.03.2.3** A Faculty Member who takes maternity leave will also be eligible for parental leave as provided for in Article 21.03.3. **The combined entitlement is up to seventy-eight (78) weeks.**
- 21.03.2.4** **Where** the duties of the employee cannot reasonably be performed because of the pregnancy and **the maternity leave has not yet commenced the employee will be entitled to sick leave as per Art 22.**
- 21.03.2.5** In the event that a Faculty Member gives birth before the request for a maternity leave is made and **they provide** a certificate from **their** medical doctor **or a registered midwife** stating the birth date, the University will grant maternity leave as provided for in Article 21.03.2, 21.03.3. If the pregnancy has terminated and **the employee** provides a certificate from a medical doctor **or a registered midwife**, the **unpaid** leave will be for a period requested by the Faculty Member to a maximum of six **(6) consecutive weeks that begins on the date of termination of pregnancy.**

## **ARTICLE 21 – LEAVES OF ABSENCE**

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

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

### **21.03.3 Parental and Adoption Leave**

**21.03.3.1** Unpaid parental leave shall be granted to Regular and Probationary Faculty Members upon written request subject to the other provisions of this Article 21.03.

**21.03.3.1.1** **For the parent who takes unpaid leave under Article 21.03.2, they will be entitled up to sixty-one (61) consecutive weeks of unpaid leave which must begin, unless the University and the employee agree otherwise, immediately after the leave under Art 21.03.2.**

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

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

**21.03.3.2** A Lecturer, Adjunct or Sessional Faculty Member is entitled to an unpaid parental or adoption leave **as per 21.03.3.1** for the duration of **their** current contract.

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

### **21.03.4 Supplemental Employment Benefit for Maternity and Parental Leave**

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

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



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**21.03.4.3** Except as provided in Article 21.03.5, Special Supplementary Employment Benefits (SSEB), the SEB plan will provide Faculty Members on approved maternity leave with \$125 per week for **up to seventeen (17)** weeks.

**21.03.4.4** If a Faculty Member receives Special SEB payments as provided for in Article 21.03.5, **they are** eligible to receive regular SEB payments from time not used under the Special SEB plan, but the maximum received from the two plans will be for **seventeen (17)** weeks. At no time shall a Faculty Member receive more than 100% of net salary from these plans and Employment Insurance.

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

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

**21.03.4.7** If a Faculty Member receives Special SEB payments as provided for in Article 21.03.5, **they are** eligible to receive regular SEB payments from time not used under the Special SEB plan, but the maximum received from the two plans will be for **a maximum of seventeen (17)** weeks. At no time shall a Faculty Member receive more than 100% of net salary from these plans and Employment Insurance.

### **21.03.5 Special Supplementary Employment Benefits**

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

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

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

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

### **21.04 Compassionate Care Leave**

#### **21.04.1 Entitlement**

A Faculty Member will be granted a compassionate care leave of absence without pay for up to **twenty-seven (27)** weeks to care for a gravely ill family member. In order to be eligible for this leave, the Faculty Member must provide a

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medical certificate as proof that the ill family member **has a serious medical condition with a significant** risk of dying within **twenty-six (26)** weeks. For the purposes of this Article only, family member is defined in accordance with the Employment Standards Act.

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

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

### **21.05 Public Duties**

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

### **21.06 Exchange Leave**

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

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

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

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

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### **21.07 Cultural Leave for Indigenous Employees**

#### **21.07.1 Cultural Leave for Indigenous Employees**

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

### **21.08 Leave Respecting the Disappearance of a Child**

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

### **21.09 Leave for Respecting the Death of a Child**

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

### **21.10 Leave for Domestic or Sexual Violence**

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

- a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

## **ARTICLE 22 – SICK LEAVE**

### **22.01 Regular and Probationary Faculty**

**22.01.1** All full-time and part-time Regular and Probationary Faculty Members will be paid one hundred percent (100%) of salary for the first ninety days of any one continuous illness, injury or disability. Any one illness, injury or disability is deemed continuous for a maximum of six months following a return to work from sick leave or LTD benefits for that illness, injury or disability.

**22.01.2** The Faculty Association and the University will implement a third party adjudication plan with a health insurance provider agreed to by the Parties with the cost to be borne by the University and with a jointly agreed appeal procedure.

**22.01.3** If a Faculty Member produces a medical certificate from a duly qualified medical practitioner with respect to an absence due to illness, the University may request third party adjudication of the medical reasons for the absence. The Faculty Association shall be informed of any such request.

**22.01.4** Where the University requests a third party adjudication, the Faculty Member agrees to provide authorization for such adjudication. The University, the Faculty Association and the Faculty Member agree to be bound by the adjudicated decision reached in accordance with Article 22.01.2.

**22.01.5** The University and the Faculty Association recognize the confidentiality of health and medical information of employees. Access to employee health information will remain solely with the Faculty Member, the Faculty Member's doctor, and the third party adjudicator.

**22.01.6** No Regular or Probationary Faculty Member shall receive sick leave pay while on a leave of absence without pay, maternity, parental or adoption leave, WCB benefits, or layoff.

### **22.02 Non-Regular Faculty**

**22.02.1** All Non-Regular Faculty Members shall earn sick leave credits on a pro-rated basis according to their contracted teaching load at the rate of one and one-half days for each month worked for a 100% teaching load.

**22.02.2** No Non-Regular Faculty Member shall earn sick leave credits while on a leave of absence without pay, maternity, parental or adoption leave, sick leave, WCB benefits or layoff.

### **22.03 General**

**22.03.1** Any Faculty Member absent because of illness may be required by the University to produce a certificate from a duly qualified medical practitioner of their choice who is licensed to practice in the Province of British Columbia, certifying that they are unable to carry out their duties due to illness. Any costs for the certificate will be paid by the University.

## **ARTICLE 22 – SICK LEAVE**

- 22.03.2** Any Faculty Member returning to work from an absence due to illness, injury or disability for five or more consecutive working days may be required by the University to provide confirmation of illness by a duly qualified medical practitioner of their choice who is licensed to practice in the Province of British Columbia certifying that they are medically able to resume their duties. Any costs for the certificate will be paid by the University.
- 22.03.3** Immediately following the conclusion of a sick leave, LTD or WCB benefits period, the Faculty Member shall be returned to **their** contracted salary status.
- 22.03.4** Upon the conclusion of sick leave, LTD or WCB benefits period, Regular and Probationary Faculty Members shall be immediately returned to their duties or, if during the annual vacation period, they will proceed to use the time remaining for their annual vacation. If arrangements cannot be made for a return to normal instructional duties, alternative duties will be proposed by the Faculty Member concerned in conjunction with the relevant Dean and the Faculty Association. A report will be submitted to the Dean at the conclusion of the period of special duties outlining the nature of work carried out and the results achieved. In any case, the Faculty Member will be returned to Regular salary status immediately upon the conclusion of sick leave, LTD or WCB benefits period.

## **ARTICLE 23 – HEALTH AND WELFARE BENEFITS**

### **23.01 Basic Medical and Extended Health Insurance**

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

### **23.02 Optical Care Insurance**

The University shall arrange and pay for optical care insurance for all Regular and Probationary Faculty Members (full and part-time), and Lecturers, to a maximum of \$500 payable in any twenty-four (24) month period after six months participation in the plan. The terms and conditions of the Plan shall prevail, and any payment shall be subject to the provisions of the insurance carrier.

**Effective July 1, 2020, optical care coverage will increase to \$650 every two years and eye exams will increase to \$100 every two years.**

### **23.03 Dental Plan**

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

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

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

### **23.04 Long-Term Disability Plan Coverage**

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

**23.04.2** Lecturers are not eligible for long term disability benefit coverage.

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

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

## **ARTICLE 23 – HEALTH AND WELFARE BENEFITS**

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

### **23.05 Group Life Insurance**

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

### **23.06 Employee Assistance Plan**

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

**23.06.2** Each year, the University shall provide the Benefits Committee with a financial summary of the administration of the plan within thirty (30) days of receipt of the information. The financial summary shall include a description of the employer and Faculty pro-rated portion of the Employment Insurance rebate described in 23.06.1

### **23.07 Benefit Coverage**

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

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

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

### **23.07.3 Choosing and Ratifying Insurance Carriers and Plans**

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

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

## **ARTICLE 23 – HEALTH AND WELFARE BENEFITS**

### **23.07.4 Duty to Provide Information**

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

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

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

### **23.07.5 Responsibility of the Insured**

It is understood and agreed that it is the responsibility of all Faculty Members to acquaint themselves with the specific details of coverage and eligibility requirements of all benefit plans, subject to having been provided with the relevant information as per Article 23.07.4.

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

### **23.07.6 University's Liability Limit**

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

### **23.07.7 Leave of Absence Without Pay**

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

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

- extended health insurance



## **ARTICLE 23 – HEALTH AND WELFARE BENEFITS**

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

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

### **23.07.8 Same Sex Spouse**

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

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

## **ARTICLE 24 – BC COLLEGE PENSION PLAN**

### **24.01 Full-Time Regular and Probationary Faculty Members**

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

### **24.02 Non-Regular Faculty Members**

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

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

## **ARTICLE 25 – EMPLOYMENT INSURANCE**

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

## **ARTICLE 26 – CANADA PENSION PLAN**

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

## **ARTICLE 27 – WAIVER OF FEES FOR FACULTY MEMBERS REGISTERING IN UNIVERSITY COURSES**

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

## **ARTICLE 28 – DEATH BENEFIT**

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

## **ARTICLE 29 – HEALTH AND SAFETY**

### **29.01 Workers Compensation Act**

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

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

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

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

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

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

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

### **29.03 Protective Gear**

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

### **29.04 Training**

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

## **ARTICLE 30 - HARASSMENT**

### **30.01 Statement of Commitment**

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

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

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

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

### **30.02 Definitions**

**30.02.1** Harassment is a form of discrimination that adversely affects the recipients on one or more of the prohibited grounds under the BC Human Rights Code. The prohibited grounds are **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.**

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

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

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

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



## **ARTICLE 31 – DISCIPLINE, SUSPENSION AND DISMISSAL**

### **31.01 Discipline**

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

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

**31.01.3** The University shall remove disciplinary letters from the Faculty Member's personnel file that are three years or older, provided that there have been no further disciplinary infractions of any nature within the preceding three year period. This provision does not apply to letters of suspension issued under Article 31.02.

### **31.02 Suspension**

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

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

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

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

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

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

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

## **ARTICLE 31 – DISCIPLINE, SUSPENSION AND DISMISSAL**

### **31.03 Dismissal**

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

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

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

**31.03.3** A Faculty Member may appeal **their** dismissal to the Board.

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

### **31.04 Right to Grieve**

A Faculty Member considered by the Faculty Association to be wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under Article 32 (Grievance Procedure).

### **31.05 Reinstatement**

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

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

### **31.06 Termination for Cause**

A Faculty Member terminated for cause shall, without prejudice, be given one month's salary and benefits under Articles 23.01, 23.02, 23.03, and 23.05, after dismissal.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

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

### **32.01.1 Initiation of Grievance**

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

### **32.01.2 Stage One**

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

### **32.01.3 Stage Two**

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

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

### **32.01.4 Arbitration**

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

### **31.01.5 Expedited Arbitration**

As an alternative to arbitration as outlined in Article 33, the Parties may agree to expedited arbitration as provided for in the Labour Code of British Columbia at which time the provisions of the Labour Code shall take effect.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

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

## **ARTICLE 33 – ARBITRATION PROCEDURES**

- 33.01** Within seven days of receiving written notice under Article 32.01.4, the Parties shall confer and agree upon a mutually agreeable arbitrator to decide the grievance. If the Parties cannot agree upon a mutually agreeable arbitrator, either Party may apply to the Minister of Labour to make such appointment.
- 33.02** The decision of the arbitrator shall be in writing and shall be final and binding. Such decisions shall be made and a copy provided to both Parties within fifteen days from the date of the appointment of the arbitrator.
- 33.03** The Parties shall jointly bear the costs of the arbitrator. Each Party shall bear the expenses and costs of its witnesses and counsel.
- 33.04** Notwithstanding the above, if the Parties mutually agree to refer the grievance to a three-person arbitration board whose decision shall be final and binding, one member shall be nominated by each Party and the two nominees shall appoint the chairperson within seven days of notification under Article 32.01.4. If the nominees cannot agree upon a mutually agreeable chairperson, either Party may apply to the Minister of Labour to make such an appointment. The costs of the chairperson shall be shared equally between the Parties. Each Party shall bear the expenses and cost of its own nominee.

### **33.05 Expedited Arbitration**

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

### **33.05.2 Issues for Expedited Arbitration**

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

## **ARTICLE 33 – ARBITRATION PROCEDURES**

### **33.05.3 Expedited Arbitration**

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

### **33.05.4 Process**

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

### **33.05.5 Agreed Statement of Facts**

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

### **33.05.6 Written Submission**

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

### **33.05.7 Procedure**

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

### **33.05.8 Mediation**

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

### **33.05.9 Issuance of Decision**

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

### **33.05.10 Status of the Decision**

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

## **ARTICLE 32 – ARBITRATION PROCEDURES**

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

### **33.05.11 Cost**

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

### **33.05.12 Authority or Arbitrator**

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

## **ARTICLE 34 – PERSONNEL FILES**

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

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

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

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

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

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



## **ARTICLE 35 – VOLUNTARY RESIGNATIONS AND RETIREMENTS**

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

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

### **35.03 Early Retirement**

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

#### **35.03.1 Conditions**

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

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

#### **35.03.2 Eligibility and Qualifications**

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

#### **35.03.3 Procedures**

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

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

**35.03.3.3** Faculty Members returning from sabbatical leaves must remain in the employment of the University for at least one year prior to the desired retirement date, or refund salary as provided in Article 20.10.9.

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

**35.03.3.5** The Faculty Member's remuneration as determined in Article 35.03.4.2 will be paid over a period not to exceed five years.

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

## **ARTICLE 35 – VOLUNTARY RESIGNATIONS AND RETIREMENTS**

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

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

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

### **35.03.4 Early Retirement Financial Considerations**

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

**35.03.4.2** Remuneration for early retirement shall be calculated as follows:

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

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

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

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

## **ARTICLE 36 – REDUCTIONS IN NUMBERS OF REGULAR AND PROBATIONARY FACULTY**

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

### **36.02 Reduction Sequence**

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

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

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

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

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

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

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

## **ARTICLE 36 – REDUCTIONS IN NUMBERS OF REGULAR FACULTY**

### **36.03 Conditions of Termination**

#### **36.03.1 Notice of Termination**

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

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

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

**36.03.2** Where the University fails to give the required notice of termination to an eligible Faculty Member under Article 36.03.1 above, it may give the Faculty Member a shorter advance notice of the date of termination provided it continues payment after the date of termination of that Faculty Member's regular base salary on a monthly basis until the applicable notice period is met by any combination of advance notice, if any, and the monthly base salary payments. However, if a Faculty Member is subsequently offered and accepts re-employment with the University under Article 36.04 prior to the expiration of post-termination monthly base salary payments, such monthly payments shall cease forthwith and be replaced by the regular monthly compensation attached to the position of employment.

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

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

### **36.04 Reappointment Period**

**36.04.1** If it is found that Faculty Members can be increased in a specific case, the University shall offer re-appointment to those Regular or Probationary Faculty Members who are qualified for this area and who were terminated according to Article 36.03 above within the previous two years, in the reverse order of termination.

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

## **ARTICLE 37 – TECHNOLOGICAL CHANGE**

### **37.01 Definition**

For purposes of this Agreement the term “technological change” shall be understood to mean University implemented changes in the manner in which teaching operations and services are performed, where such change or changes significantly alter the terms and conditions or security of employment of full-time and/or part-time Regular Faculty Members, or alter significantly the basis on which this Agreement was negotiated. “Technological change” shall not refer to changes in teaching operations and services for reasons enumerated in Article 36 dealing with “reduction” in numbers of Faculty Members.

### **37.02 Notice**

When the University intends to introduce a technological change:

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

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

### **37.03 Data to be Provided**

The notice mentioned in Article 37.02 shall be given in writing and shall contain pertinent data, including:

**37.03.1** the nature of the change;

**37.03.2** the date on which the University proposes to effect the change;

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

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

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

**37.04** The notice mentioned in Article 37.02 and information mentioned in Article 37.03 shall also be given to Regular Faculty Members likely to be affected.

### **37.05 Consultations**

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

## **ARTICLE 37 – TECHNOLOGICAL CHANGE**

adverse effects. The University and Faculty Association agree to bargain in good faith on all aspects of the intended change.

### **37.06 Resulting Agreements**

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

### **37.07 Failure to Agree**

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

### **37.08 Effect of Dispute Resolution on Introduction of Technological Change**

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

### **37.09 Reduction in Number of Regular Faculty Members as a Result of Technological Change**

In the event of a reduction in the number of Regular Faculty Members as a consequence of technological change, such reductions shall be governed by the reduction sequence provisions of this Agreement contained in Article 36.02.

### **37.10 Relocation or Reassignment**

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

### **37.11 Notice of Termination**

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

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

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

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

## **ARTICLE 37 – TECHNOLOGICAL CHANGE**

**37.11.4** Where the University fails to give the required notice of termination to an eligible Faculty Member under Article 37.11.1 it may give the Faculty Member a shorter advance notice of the date of termination, provided it continues payment after the date of termination of that Faculty Member's regular base salary on a monthly basis until the applicable notice period is met by any combination of advance notice, and the monthly base salary payments.

## **ARTICLE 38 – INDEMNIFICATION**

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

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

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

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

**38.02.1** notify the University forthwith in writing, and

**38.02.2** provide all relevant information to the University.

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



## **ARTICLE 39 – INTELLECTUAL PROPERTY RIGHTS**

### **39.01 Preamble**

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

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

### **39.02 General**

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

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

### **39.03 Intellectual Property**

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

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

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

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

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

## **ARTICLE 39 – INTELLECTUAL PROPERTY RIGHTS**

- 39.03.3** In the event that more than one person is significantly involved in creating the product, as described in Article 39.03.1 above, then the proportion of the production attributable to each Faculty Member shall be determined by those Faculty Members. If agreement among them is not reached by the time the finished product is created, then the University shall determine the proportionate sharing of authorship and production among Faculty Members. The proportionate sharing of the Faculty Members' share of net proceeds shall be in accordance with Article 39.03.2 above.
- 39.03.4** The income and costs described in Article 39.03.2 above shall be calculated in accordance with accepted accounting principles; and further, those calculations shall, upon request, be available to the Faculty Members concerned. The calculation of income and costs, if unsatisfactory to any Faculty Member involved, is subject to the grievance procedure as to the mathematics and the appropriateness and the amounts of the factors involved.
- 39.03.5** The University shall, upon request, grant license to the producer(s) to market the product, but subject to the University's approval regarding the marketing plan, advertising and promotional materials, price and market.
- 39.03.6** Other than as provided in Article 39.02 above, when a Faculty Member creates and produces manuals, texts, workbooks, films, slides, video tapes, audio visual materials, digital media, courseware or computer programs, etc, with University resources, and does so under an agreed grant, subsidy or compensation from the University, all of which are subject to negotiation between the Parties, ownership of any materials produced shall remain with the Faculty Member. If there is income from the sale, rent or lease of the product, then the proceeds shall be shared equally between the producer and the University until the University's accumulated share of the proceeds equals any originally agreed grant, subsidy, or compensation from the University.
- 39.03.7** Where Faculty Members use production facilities outside the control of the University, non-University supplies, and work outside of their usual duties, the University shall have no right, title, or interest in any product, copyright, patent, trademark or industrial design.

## **ARTICLE 40 – ON-LINE LEARNING COURSES CREDIT PROGRAMMES**

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

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

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

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

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

**40.03** The University shall provide the necessary technological and human resources support to enable Faculty Members assigned to develop and deliver on-line learning programs and courses to successfully perform the work.

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

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

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

## **ARTICLE 41 – GALLERY SHOW**

**41.01** The Faculty Association will have a group show for one month per year in the Charles H. Scott Gallery. The University shall contribute fifty percent of the cost of the exhibition to a maximum of \$500 annually.

## **ARTICLE 42 – GENERAL PROVISIONS**

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

## **ARTICLE 43 – BUDGETS AND FINANCIAL INFORMATION**

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

## **ARTICLE 44 – STRIKE AT UNIVERSITY PREMISES**

- 44.01** An employee's refusal to cross a legal picket line at any University premises shall not be considered a violation of this Agreement nor in itself constitute grounds for suspension, dismissal or warning of unsatisfactory service.
- 44.02** The withholding of pay from Faculty Members for services not performed because of picket lines is understood not to constitute disciplinary action by the University as described in Article 44.01.
- 44.03** When Faculty Members are on strike or locked out, their health and welfare benefits, other than pension benefits or contributions, normally provided under Article 23 by the University shall continue to be provided by the University for the duration of the strike or lockout.
- 44.03.1** During a strike or lockout the Faculty Association shall reimburse the University, on a monthly basis, 100% of benefits premium costs incurred for Faculty Members during the strike or lockout.
- 44.04** In the event of a strike or lockout at the University premises, the Faculty Association may request access to its office for members of the Faculty Association Executive. Such access shall be used only for the purpose of accessing Faculty Association files, information or computers within the Faculty Association office. Such access shall not be denied unreasonably.

## **ARTICLE 45 – TERM AND DURATION**

- 45.01** This Agreement shall become effective on 1 April **2019** and shall continue in full force and effect until the 31st day of March **2022**, and from year to year thereafter unless on or before the 1st day of January **2022**, either Party gives to the other written notice of its desire to alter or amend same. Unless noted otherwise, all changes to the Agreement shall be effective the date of ratification by both Parties.
- 45.02** During any period when collective bargaining negotiations are being conducted between the Parties to amend this Agreement, the present Agreement shall continue in full force and effect until:
- 45.02.1** the Faculty Association commences a lawful strike; or
  - 45.02.2** the University commences a lawful lockout; or
  - 45.02.3** the Parties enter into a new or amended Agreement.
- 45.03** a. Effective April 01, **2019**, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, **2019** shall be increased by **two**-percent (**2%**).
- b. Effective April 01, **2020**, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, **2020** shall be increased by **two** percent (**2%**).
- c. Effective April 01, **2021**, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, **2021** shall be increased by **two** percent (**2%**).

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit **on the date of ratification**. **Notwithstanding the foregoing, any former employees who worked for the University and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to ECUAD within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.**



IN WITNESS THEREOF the Parties hereto have entered into this Agreement on the 3<sup>rd</sup> day of July **2020** at the City of Vancouver, in the Province of British Columbia.

Signed on this 23rd day of February **2021** on behalf of:

***The Emily Carr University of Art and Design***

Per: \_\_\_\_\_  
Kim Peacock, Board Chair

Per: \_\_\_\_\_  
Dr. Gillian Siddall, President + Vice-Chancellor

Per: \_\_\_\_\_  
Michael Clifford, Vice President, Finance + Administration

Per: \_\_\_\_\_  
Adrian Tees, Associate Vice President, Human Resources

***Post-Secondary Employers' Association***

Per: \_\_\_\_\_  
Michael Marchbank, Chair

***The Emily Carr University of Art and Design Faculty Association***

Per: \_\_\_\_\_  
Jay White, Co-President

Per: \_\_\_\_\_  
Rita Wong, Co-President

Per: \_\_\_\_\_  
Alex Hass, Co-Vice-President

Per: \_\_\_\_\_  
Lindsay McIntyre, Co-Vice-President

## APPENDIX I

### PROVINCIAL SALARY SCALE

<b>STEP</b>	<b>01-Apr-19 to 31-Mar-20</b>	<b>Apr-01-20 to 31-Mar-21</b>	<b>Apr-01-21 to 31-Mar-22</b>
<b>1</b>	<b>\$95,134</b>	<b>\$97,037</b>	<b>\$98,978</b>
<b>2</b>	<b>\$89,121</b>	<b>\$90,903</b>	<b>\$92,721</b>
<b>3</b>	<b>\$83,014</b>	<b>\$84,674</b>	<b>\$86,367</b>
<b>4</b>	<b>\$79,620</b>	<b>\$81,212</b>	<b>\$82,836</b>
<b>5</b>	<b>\$76,700</b>	<b>\$78,234</b>	<b>\$79,799</b>
<b>6</b>	<b>\$73,787</b>	<b>\$75,263</b>	<b>\$76,768</b>
<b>7</b>	<b>\$70,868</b>	<b>\$72,285</b>	<b>\$73,731</b>
<b>8</b>	<b>\$67,954</b>	<b>\$69,313</b>	<b>\$70,699</b>
<b>9</b>	<b>\$65,036</b>	<b>\$66,337</b>	<b>\$67,664</b>
<b>10</b>	<b>\$62,119</b>	<b>\$63,361</b>	<b>\$64,628</b>
<b>11</b>	<b>\$59,204</b>	<b>\$60,388</b>	<b>\$61,596</b>

## **APPENDIX II**

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

### **PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE**

#### **Preamble**

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

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

#### **1.1 Guidelines**

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

#### **1.2 Points for Education**

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

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

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

#### **1.3 Points for Teaching**

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

#### **1.4 Points for Professional Practice**

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

## APPENDIX II

### **PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE** **Page 2 of 2**

#### **1.5 Calculations**

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

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

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

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

#### **1.6 Committee for Placement of Newly Appointed Faculty**

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

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

#### **1.7 Placement of New Regular Faculty on Salary Scale**

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

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

## **APPENDIX III**

Appendix IV will be reviewed during the period of this Agreement.

*The provisions set out in Article 15 (Salaries) supersede those of this Appendix III. Refer to Article 15.08 (compensation for Non-Regular Teaching Faculty).*

## **PROCEDURES FOR SEMESTRAL SESSIONAL NON-CONTINUING APPOINTMENTS**

*Draft: March 1997*

### **Preamble**

Semestral Sessional appointments are offered in the credit program on a semester-by-semester basis and stipulate specific commencement and termination dates in a given academic year. A semestral Sessional appointment can stipulate a teaching load from three up to a maximum of fifteen credits per semester for studio appointments or from three up to a maximum of twelve credits per semester for academic appointments.

### **1.1 Procedure for Identifying Course Sections**

The relevant Dean, in consultation with Regular Faculty in the specific program area(s), will identify those course sections which should be created and filled as semestral Sessional appointments and will recommend suitable candidates to the President of the University. The decision to grant the appointments resides with the President in consultation with the Dean. Appointments will be announced prior to the end of the previous semester. It is recognized that some appointments cannot be confirmed until the beginning of each academic semester.

### **1.2 Duties and Responsibilities**

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

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

### **1.3 Contract Duration**

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

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

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

## **APPENDIX III**

### **PROCEDURES FOR SEMESTRAL SESSIONAL NON-CONTINUING APPOINTMENTS**

#### **Page 2 of 4**

#### **1.4 Remuneration and Benefits**

Remuneration will be based on the following formulas:

- Studio Semestral Sessional Appointments  
Per three credit course: 1/10 of Step 8 (Provincial Salary Scale) multiplied by 0.75.

The stipend includes a four percent allowance per three credit course in lieu of vacation leave.

Benefits: studio semestral Sessional Faculty shall receive a six percent (6%) cash payment per three credit course in lieu of fringe benefits seven percent (7%) effective June 01 2016.

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

<b>01-Apr-19</b> <b>to</b> <b>31-Mar-20</b>	<b>01-Apr-20</b> <b>to</b> <b>31-Mar-21</b>	<b>01-Apr-21</b> <b>to</b> <b>31-Mar-22</b>
<b>\$342.70</b>	<b>\$349.55</b>	<b>\$356.54</b>

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

<b>01-Apr-19</b> <b>to</b> <b>31-Mar-20</b>	<b>01-Apr-20</b> <b>to</b> <b>31-Mar-21</b>	<b>01-Apr-21</b> <b>to</b> <b>31-Mar-22</b>
<b>\$342.70</b>	<b>\$349.55</b>	<b>\$356.54</b>

Preparation time: remuneration for preparation time is included in the per course stipend.

- Academic Semestral Sessional Appointments

Per three credit course: to 1/8 of Step 8 (Provincial Salary Scale) multiplied by 0.75.

The stipend includes a four percent allowance per three credit course in lieu of vacation leave.

## APPENDIX III

### PROCEDURES FOR SEMESTRAL SESSIONAL NON-CONTINUING APPOINTMENTS

#### Page 3 of 4

Benefits: academic semestral Sessional Faculty shall receive a six percent (6%) cash payment per three credit course in lieu of fringe benefits seven (7%) effective June 01 2016.

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

01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
\$342.70	\$349.55	\$356.54

Additional Duties – Additional duties may be authorized by the relevant Dean. Additional payment may be authorized for additional duties specified by the relevant Dean, not generally to exceed six hours per three credit course.

Maximum payment per three credit course shall be as follows:

01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
\$342.70	\$349.55	\$356.54

Preparation time: remuneration for preparation time is included in the per course stipend.

#### 1.5 Application Process

All applicants will apply in writing to the **AVP Human Resources or designate** and include:

- a covering letter identifying course(s) and outlining how their experience and expertise are appropriate for such an assignment, and
- a curriculum vitae documenting teaching experience, professional experience, research/ scholarly activity, and community service,
- slides of recent work if applicable and/or examples of published scholarship and recent portfolio samples.

#### 1.6 Evaluation

Semestral Sessional Faculty shall be subject to the Faculty evaluation process as outlined in the Collective Agreement.

## **APPENDIX III**

### **PROCEDURES FOR SEMESTRAL SESSIONAL NON-CONTINUING APPOINTMENTS**

**Page 4 of 4**

#### **1.7 Selection Criteria**

Candidates will be recommended for semestral Sessional appointments using the following non-prioritized guidelines: teaching experience and effectiveness, professional practice/scholarship, service to the University community, service to art and design communities, and employment equity policies of the Collective Agreement.



## **APPENDIX IV**

### **LETTER OF UNDERSTANDING FACULTY MEMBERS AND NON-BARGAINING UNIT POSITIONS**

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

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

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

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

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

## **APPENDIX V**

### **LETTER OF UNDERSTANDING ASSISTANT DEANS**

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

## APPENDIX VI

### LETTER OF UNDERSTANDING EMPLOYMENT EQUITY

1. The Parties agree that, notwithstanding the following, the University retains its right to hire Faculty Members, subject only to any provisions contained in this Agreement.
2. Neither the University, Faculty Association or Faculty Members, in carrying out their obligations under this Agreement shall discriminate in matters of hiring and employment because of **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.**
3. The Parties to this Agreement shall jointly appoint at least two members to an Employment Equity Committee whose responsibility shall be to identify any barriers that would prevent the Parties from meeting their obligations. If barriers are identified an action plan will be developed.
4. Policies or measures designed to support the proactive recruitment of members of the four groups identified in the Human Rights Act shall not be considered as discrimination for the purposes of this Letter of Understanding. The four designated groups are: women, aboriginals, visible minorities and persons with disabilities.
5. The Committee shall meet to begin its work within three months of the ratification of the Agreement.
6. Recommendations of the Committee shall be made to the President of the University with a copy to the Faculty Association President.

Any Action Plan shall be implemented in the University by the expiry of this Agreement.

## **APPENDIX VII**

### **LETTER OF UNDERSTANDING CREATION OF REGULAR POSITIONS**

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

## **APPENDIX VIII**

### **LETTER OF UNDERSTANDING GRADUATE STUDENTS STUDIO CREDIT COURSE DELIVERY**

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

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

Articles 1, 2.04, 2.05, 2.06, 3, 4, 16, 22.02, 25, 26, 29, 30, 34, 38, 39, 40, 43, 44, and 45 of the Collective Agreement shall apply to their terms and conditions of employment. In addition, graduate students would be eligible for up to five calendar days bereavement leave without loss of pay upon a death in the immediate family as defined under Article 21.02.1 and other leaves as provided by the Employment Standards Act. Development of a dispute resolution process as it applies to the identified articles, and in lieu of Articles 32 and 33, shall be referred to the Joint Consultation Committee.

Effective April 01 2014, Graduate students shall receive a stipend of \$2,500 per section which includes vacation pay and percentage in lieu of benefits, and which shall be increased in accordance with the terms of any negotiated general wage increase.

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

Graduate students delivering courses shall be supervised by Faculty Members.

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

## **APPENDIX IX**

### **LETTER OF UNDERSTANDING WORKLOAD**

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

## **APPENDIX X**

### **LETTER OF UNDERSTANDING ACADEMIC FREEDOM**

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

## **APPENDIX XI**

### **LETTER OF UNDERSTANDING NON-REGULAR FACULTY REPRESENTATION**

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



**APPENDIX XII**

**LETTER OF UNDERSTANDING**

**RE: CHANGE TO AGE LIMIT FOR EXTENDED HEALTH AND DENTAL  
COVERAGE**

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

## **APPENDIX XIII**

### **LETTER OF UNDERSTANDING RE: MSP**

**The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 - 2019 collective agreement.**

## **APPENDIX XIV**

### **LETTER OF UNDERSTANDING**

#### **RE: JOINT COMMITTEE ON NON-REGULAR EMPLOYMENT**

1. The parties agree to establish a Joint Committee to review processes regarding the hiring and classification of Non-Regular Faculty and their collective agreement provisions (including, but not limited to, Articles 9 and 11; and Appendices IV and V).

2. The committee shall be equally represented and shall consist of:

- 3 Employer Representatives;
- 3 Union Representatives;

Each party shall appoint a co-chair.

Quorum shall consist of four total members - two from the Faculty, and two from the University. Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.

3. The goal of the Committee is to make recommendations to the University and Faculty Association regarding the hiring and classification of Non-Regular Faculty, including possible amendments to collective agreement language with implementation as soon as reasonably practicable following ratification by each party's stakeholders, if required.

4. The Committee will:

- Meet once every 6 weeks until December 31, 2021, unless otherwise agreed by the parties.
- Report out its findings by December 31, 2021.
- Meetings shall be scheduled before the beginning of each semester.
- If either party requests a meeting, the other party shall respond within seven days.

5. The Committee may make recommendations to the University and the Faculty Association. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.

This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2022.

**APPENDIX XV  
LETTER OF UNDERSTANDING  
RE: Joint Committee on Tenure and Promotion**

**1. The parties agree to establish a Joint Committee to review tenure and promotion processes and their collective agreement provisions (including, but not limited to, Article 12) and to review the performance review process.**

**2. The committee shall be equally represented and shall consist of:**

- 4 Employer Representatives;**
- 4 Union Representatives;**

**Each party shall appoint a co-chair.**

**Quorum shall consist of four total members - two from the Faculty, and two from the University. Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.**

**3. The goal of the Committee is to make recommendations to the University and Faculty Association regarding improvements to performance reviews and the tenure and promotion process, including possible amendments to collective agreement language with implementation as soon as reasonably practicable following ratification by each party's stakeholders, if required.**

**4. The Committee will:**

- Meet once every two months until December 31, 2021, unless otherwise agreed by the parties.**
- Report out its findings by December 31, 2021.**
- Meetings shall be scheduled before the beginning of each semester.**
- If either party requests a meeting, the other party shall respond within seven days.**

**5. The Committee may make recommendations to the University and the Faculty Association. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.**

**This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2022**

**APPENDIX XVI  
LETTER OF UNDERSTANDING  
RE: Joint Committee on Scheduling**

**Joint Committee on Scheduling:**

1. The parties agree to establish a Joint Committee to review the manner in which faculty engage in teaching, service and professional practice in relation to the full academic calendar (Fall, Spring and Summer terms). The following clauses of the agreement are subject to review by the committee:

- Article 13 Faculty Objectives and Responsibilities
- Article 17 Annual Vacations
- Article 18 Professional Development
- Article 19 Sabbatical and Educational Leaves
- Article 20 Leaves of Absence

2. The committee shall be equally represented and shall consist of:

- 3 Employer Representatives;
- 3 Union Representatives;

Each party shall appoint a co-chair.

Quorum shall consist of four total members - two from the Faculty, and two from the University. Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.

3. The goal of the Committee is to make recommendations on scheduling models for faculty, which includes the scheduling of sabbaticals, professional development activities and vacation time.

4. The Committee will:

- Meet once every 6 weeks until December 31, 2021, unless otherwise agreed by the parties.
- Report out its findings by December 31, 2021.
- Meetings shall be scheduled before the beginning of each semester.
- If either party requests a meeting, the other party shall respond within seven days.

5. The Committee may make recommendations to the University and the Faculty Association regarding collective agreement amendments. The recommendations of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.

This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2022

**APPENDIX XVII  
LETTER OF UNDERSTANDING  
RE: Curricular Benefit Fund**

Faculty members may have access to a fund to support activities that benefit students in their courses. Funds allocated may include expenses for classroom activities, guest speakers, course materials for students, field trips, and more. Funds are not to be used to enhance the wages of the faculty member who submits the proposal.

Year 1: April 1, 2019 - \$13,000

Year 2: April 1, 2020 - \$26,500

Year 3: April 1, 2021 - \$40,500

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to an individual faculty member's allocation for the next fiscal year. Otherwise funds not spent within the fiscal year will be rolled into the following year's total allocations for one year only. The April 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.

**Allocation of Curricular Benefit Fund:**

Full-time faculty can apply for up to \$350.00 per fiscal year. Faculty teaching less than 100% are pro-rated accordingly.

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

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

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