



Supplemental Memorandum of Agreement regarding the Interpretation and Clarification of the November 19, 2010 Memorandum of Settlement between the Faculty Association of the University of British Columbia (UBCFA) and the University of British Columbia (UBC)

The University of British Columbia and the Faculty Association of the University of British Columbia agree that the purpose of the following Supplemental Memorandum of Agreement (“Supplemental MOA”) is not to change or alter the November 19, 2010 Memorandum of Settlement between UBC and the UBCFA (“Memorandum of Settlement”), but rather to clarify and implement the terms of that agreement. If there is any discrepancy between the Supplemental MOA and the Memorandum of Settlement, the parties agree that the terms of the Memorandum of Settlement will govern.

In light of the above, The University of British Columbia and the Faculty Association of the University of British Columbia agree as follows:

1. Agreement on the Framework for Collective Bargaining

Date of Ratification

1. The effective date of ratification of the Memorandum of Settlement is January 1, 2011 (“Ratification Date”).

Date of Implementation

2. Unless otherwise provided in Memorandum of Settlement or in this Supplemental MOA, all changes to the Collective Agreement are effective as of the Ratification Date.

Appendix A

3. Associate Deans and Associate Principals are excluded from the bargaining unit, effective January 16, 2011.
4. Associate Deans and Associate Principals are entitled to any salary increases to which they were entitled to as members of the bargaining unit as of July 1, 2010.

5. A member's entitlement to Career Progress Increments and study leave will be frozen as of the date of appointment as Associate Dean, Associate Principal or an equivalent position and their entitlement to the same will continue uninterrupted upon re-entry to the bargaining unit.
6. Associate Deans continue to be eligible for tenure and promotion reviews, as are other excluded positions. As excluded faculty members, Associate Deans do not have the right of representation by the Faculty Association. In the case of a tenure or promotion which is denied, the Associate Dean shall be responsible for obtaining his or her own legal representation if he or she wishes to dispute the decision on a contractual basis or otherwise.
7. An Assistant Dean position is not an "equivalent position" that is excluded from the bargaining unit unless the Faculty Association and the University agree to the exclusion pursuant to Article 2.02 of the *Agreement on the Framework for Collective Bargaining* and the July 6, 2010 Letter of Understanding Re: Exclusion of New Position(s) from Faculty Bargaining Unit.

2. Agreement on Salaries and Economic Benefits

Art. 2.02 - Length of Service Awards

1. For the purpose of calculating length of service for the Length of Service awards, service to the University is continuous service and includes:
 - a. service as a faculty member at Okanagan University College; and
 - b. any time worked as a faculty member in a rank eligible for CPI.
2. For the purpose of calculating length of service for the Length of Service awards, service to the University does not include:
 - a. time worked as a Sessional Lecturer;
 - b. unpaid personal leaves of more than two years;
 - c. time spent in a position excluded from the faculty bargaining unit; and
 - d. unpaid sick leave after six months and sick leave paid for under the Income Replacement Program.
3. A break in service of 12 months (one year) as a 12 Month Lecturer does not interrupt the period of "service".

Art. 2.03 - Merit Awards

4. The lettering in Article 2.03 of the *Agreement on Salaries and Economic Benefits* (Art. 2.03 a, b, c, d, e, f, g) is amended to accord with the agreed to language. Article 2.03 (d) is amended to read "Once finalized, the policy and the procedures, including procedures for members holding joint appointments, to be used within a unit for making recommendations by the Head on the award of merit shall be distributed annually to all members of the unit." Article 2.03 (f) ("a description of the procedures used within a unit shall be distributed to all members of the unit, including procedures for members holding joint appointments") is deleted. Other clauses are relettered as appropriate.

Art. 2.04 – PSA Awards

5. Article 2.04 (c) *Agreement on Salaries and Economic Benefits* is amended to read “Once finalized, the policy and the procedures, including procedures for members holding joint appointments, to be used within a unit for making recommendations by the Head on the award of PSA shall be distributed annually to all members of the unit.” Article 2.04(e) (“A description of the procedures used within a unit shall be distributed to all members of the unit”) is deleted. Other clauses are relettered as appropriate.

Art. 2.05 - Merit Awards and PSA Adjustments for Heads

6. Article 2.05 of the *Agreement on Salaries and Economic Benefits* is amended to read “Merit and PSA for Heads will be allocated by the Dean after consulting with a reasonable number of colleagues within the unit”.

Art.5 - Lump Sum Payments

7. The word “Productivity” is deleted from the heading to Article 5 of the *Agreement on Salaries and Economic Benefits*.
8. The language in Article 7(a) of the Memorandum of Settlement will not be included in the 2010 to 2012 Collective Agreement.
9. The following language referring to PSEC approval is deleted from the Collective Agreement: “The Parties understand that PSEC approval is required for any changes to the basis of, criteria for and/or measures for continuing each of these lump sum payments.”
10. Faculty members will be paid the lump sum payment on June 30 of each year.
11. Sessional Lecturers will be paid the lump sum payment on the September 15 following the applicable year.

Art. 6 - Retention Fund

12. Article 6 of the *Agreement on Salaries and Economic Benefits* will remain in the Collective Agreement even though it is not in effect during the 2010 to 2012 Collective Agreement. It is agreed that this does not imply any position or agreement by the Faculty Association regarding the merits of a Retention Fund or this language.

Art. 7.09 - Professional Development Reimbursement (“PDR”) Funds for Regular Faculty

13. The five year accrual of PDR funds will be effective prospectively, one year at a time, effective July 1, 2011. Thus, for example, on July 1, 2012 eligible faculty members will have access to any accrued PDR Funds for up to five years (including the current year) in the following amounts:

1. July 1, 2008 to June 30, 2009 = \$500
2. July 1, 2009 to June 30, 2010 = \$500
3. July 1, 2010 to June 30, 2011 = \$500
4. July 1, 2011 to June 30, 2012 = \$1100
5. July 1, 2012 to June 30, 2013 = \$1100

14. Effective July 1, 2015, eligible faculty members will have access to accrued PDR Funds at the rate of \$1100 per year for the full five year accrual period (which includes the current year).

Art. 7.09 - Professional Development Reimbursement Funds for Sessional Lecturers without Continuing Status

15. In the 2010/11 academic year, Sessional Lecturers without continuing status are eligible for PDR Funds based only on their Winter Term 2 (January to April 2011) confirmed teaching assignments as of February 15, 2011.
16. Sessional Lecturers without continuing status are not entitled to advanced use of PDR funds.
17. Sessional Lecturers without continuing status will be eligible to accrue unused PDR Funds for up to two years, on each appointment, effective July 1, 2011.
18. Eligibility for PDR Funds for Sessional Lecturers without continuing status will be determined as of October 15, February 15 and August 15 of the applicable term (i.e., Winter Term 1, Winter Term 2, Summer).
19. Appointment letters for Sessional Lecturers without continuing status will include a general statement noting their eligibility for PDR funds.
20. If necessary, the University and the Faculty Association are agreeable to consider and implement an alternate method of Professional Development Reimbursement for Sessional Lecturers Without Continuing Status.

3. Agreement on Leave of Absence

1. Add "Professor of Teaching" to the ranks which are eligible for study leaves in Article 2 of the *Agreement on Leave of Absence*.

4. Agreement on Conditions of Appointment for Faculty

Art. 1.2 - Heads & Directors

1. In accordance with Policy 22, a Head or Director is eligible to bank up to a maximum of six (6) months leave. If the Head or Director serves a second term he or she can either take a full leave on completion of the first administrative term or bank up to six (6) months leave

and take a maximum of 18 months administrative leave upon completion of the second term.

Art. 3 - Titles and Ranks

Instructor, Senior Instructor, Professor of Teaching

2. Article 3 of the Memorandum of Settlement is effective immediately for new hires in the teaching stream ranks of Instructor, Senior Instructor and Professor of Teaching.
3. Article 3 of the Memorandum of Settlement will not apply to Instructors whose cases for review to Senior Instructor are currently under review in the 2010/2011 year. For those individuals, the language of the 2006-2010 Collective Agreement will continue to apply.
4. Instructors in place as of the date of ratification may be considered for promotion to Senior Instructor under the 2006-2010 criteria, or under the 2010-2012 criteria, at their option in 2011/2012 and 2012/2013. Thereafter, the 2010-2012 language applies to all reviews for promotion to Senior Instructor.
5. There is no right for members to cross over between the teaching and professoriate streams, and members cannot be forced into a different stream.
6. The intent the new rank of Professor of Teaching was not for the research professoriate to "cross over" to access additional career progress increments. A member of one stream who moves into the other stream is not entitled to additional career progress increments in that rank.

Art 5.14 - Review by President

7. Article 5.14 a) of the *Agreement on Conditions of Appointment for Faculty* is amended to add Senior Instructor; that is, "All recommendations to the President concerning initial appointments at or promotions to the rank of Senior Instructor, Associate Professor, Professor or Professor of Teaching, or concerning tenure decisions, shall be reviewed by the Senior Appointments Committee...".
8. Article 5.14 d) of the *Agreement on Conditions of Appointment for Faculty* is amended to add Senior Instructor with tenure; that is, "Notwithstanding the procedures set out in Article 5 of the *Agreement on Conditions of Appointment for Faculty*, the President may make an initial appointment of Associate Professor with tenure, Professor with tenure, Senior Instructor with tenure or Professor of Teaching with tenure where...".
9. The amendments to Article 5.14 of the *Agreement on Conditions of Appointment for Faculty* are effective as of July 1, 2011 and do not apply to individuals whose tenure or promotion cases are under review prior to that date.

Art. 9 - Periodic Review for Promotion

10. It is agreed that the changes to Article 9.01 are not intended to change the timing of pre-tenure reviews. Accordingly, the language of the Memorandum of Settlement is amended as follows:

Revised Art. - 9.01

- a) A review of the record of each Associate Professor shall be conducted during the fifth year after appointment at or promotion to that rank, and every third year thereafter, unless the candidate requests in writing that the University refrain from conducting that review.
- b) A review of the record of each Assistant Professor shall be conducted during the fifth year after appointment at or promotion to that rank, and every second year thereafter, unless the candidate requests in writing that the University refrain from conducting that review.
- c) A review of the record of each Senior Instructor shall be conducted during the fifth year after appointment at or promotion to that rank, and every third year thereafter, unless the candidate requests in writing that the University refrain from conducting that review.
- d) A non-periodic review may be conducted in any year with the consent of the Head and the candidate.

For post-tenure promotion reviews, the following will apply:

- e) Where such a review does not result in a promotion, the review will be deemed to be a periodic review for the purpose of determining the timing of the next periodic review.
- f) If a review is conducted, a review will not be conducted in the following year.
- g) A review that proceeds past the stage of the Head requesting external letters of reference will be deemed to be a periodic review for the purpose of determining the timing of the next review.

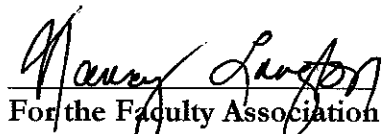
5. Miscellaneous

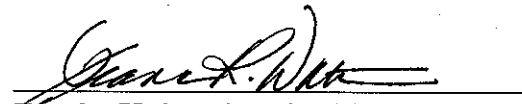
1. Throughout the Collective Agreement, "OLT" and "Office of Learning Technology" is replaced with "CTLT" and Centre for Teaching and Learning Technology, as appropriate.

2. Without Prejudice bargaining discussions of November 9, 18, and 19, 2010

UBC waives its right to rely on the Faculty Association's agreement that UBC's bargaining proposals of November 9, 18 and 19, 2010 were made on a without prejudice basis, and that the parties' discussions of those dates were conducted on a without prejudice basis. Those proposals and discussions resulted in a signed agreement and now form part of the bargaining record.

Signed effective this the 29th day of June, 2011.


For the Faculty Association
Nancy Langton, President


For the University of British Columbia
Frances Watters, Director, Faculty Relations