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## **SUMMARY OF CHANGES TO FACULTY COLLECTIVE AGREEMENT**

The new Collective Agreement between UBC and the UBC Faculty Association has been ratified, by both the UBC Board of Governors and the UBC faculty. All changes are effective on the date of ratification, (January 1, 2011, as agreed to by UBC and the UBC Faculty Association) unless otherwise noted. The new Agreement has a two-year term and expires on June 30, 2012. Several substantive changes were made to the Framework Agreement, the Salary and Economic Benefits Agreement, and the Faculty component Agreement.

The [Memorandum of Settlement](#), which sets out the actual terms of the Agreement, is posted on the [Faculty Relations website](#) ([hr.ubc.ca/faculty-relations/](http://hr.ubc.ca/faculty-relations/)). The new Agreement, complete with all the changes, will soon be posted on the Faculty Relations website. In this summary, you will find information on the majority of substantive changes.

If you have questions or comments about the new language and its implementation, please contact:

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## **AGREEMENT ON THE FRAMEWORK FOR COLLECTIVE BARGAINING**

### ***Two Year Term – Art. 26***

The new agreement has a two year term, from July 1, 2010 to June 30, 2012.

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### ***Personnel Files – Art. 7.1***

The new language on personnel files:

- Defines what a personnel file is and where it can be found (the offices of the Head, the Dean and Faculty Relations/HR Okanagan);
  - Contents : material pertaining to the member's employment including the tenure and promotion file (note that letters from external referees must be kept strictly confidential and not disclosed to the member);
  - Confirms that the file is confidential.
  - It also notes that anonymous or unsolicited complaints (other than those that come through the formal student evaluations of teaching process) do not go on file unless they are investigated or otherwise verified, and that the University will endeavour to give 60 days notice to the member of any negative material which may be added to the file.
  - Member continues to have the right to review their file with reasonable notice, and now has the right to have added to the file, written comments regarding the accuracy, relevance, meaning or completeness of the contents of the file.
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### ***Workload – Art. 13***

New language on workload states that it is a combination of self-directed and assigned tasks in research, teaching and service depending on the rank, and confirms that workload will vary from one unit to another.

In assigning workload, the University is committed to a number of principles including:

- Reasonable, equitable distribution of workload;
- Transparent process of workload allocation; decisions should be made in accordance with criteria that are communicated to members in the unit;
- Flexibility in workload allocation that reflect the University's obligations and unique missions of units, and is consistent with the type of faculty appointment;
- A general approach to workload allocation that has been developed taking into consideration the operational requirements of the University and the unit and the input of members of the unit;
- Workload allocation that takes into consideration the comprehensive nature of the scope of activities and expectations appropriate to the faculty member's appointment, including approved participation in programs outside the unit.

The process for assignment of workloads within the unit includes the following steps:

- The Head shall notify members annually of the unit's general approach to workload;
  - Workload shall be consistent with the operating obligations of the unit, the Faculty and the University;
  - Prior to finalizing workloads, the Head shall offer the opportunity for members to provide their views and relevant information pertaining to workloads;
  - The Head shall assign workload to members in accordance with the principles governing assignment of workload, the unit's general approach to workload, and other factors relevant to the individual member.
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### ***Grievance and Arbitration Procedures – Art. 21***

The language was rewritten to bring it into alignment with current practices. Among other things:

- There is a renewed emphasis on the value of resolving disputes informally;
  - A faculty member is encouraged to raise a dispute informally with the appropriate administrative head of unit. This should be done within 28 days (ie. 4 weeks) of becoming aware of the issue;
  - A faculty member has the right to have a colleague or UBCFA representative present (but is not required to);
  - Where the UBCFA is involved in the dispute, either informally or formally, the Head or the Dean may not enter into discussions or negotiations with the member regarding the dispute.
  - If the matter is not resolved informally, the UBCFA must submit a formal grievance in writing to the Provost (cc FR/HR) within 56 days (ie. 8 weeks) of the incident.
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### ***Exclusions from the Faculty Bargaining Unit – Appendix A***

Effective January 16, 2011, Associate Deans, Associate Principals and equivalent positions are excluded from the faculty bargaining unit. It is the University's position that they continue to fall within the definition of faculty member

This change reflects the management responsibilities of these positions. Associate Deans and Principals will be eligible for the 2010 Progress through the Ranks increments.

Academic administrators will enter or re-enter the bargaining unit at the end of their administrative term, with no loss of previously accrued rights and privileges.

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## **AGREEMENT ON SALARIES AND ECONOMIC BENEFITS**

### ***Career Progress, Merit and Performance Salary Adjustment increments – Art. 2.03***

The payment dates for the annual Progress through the Ranks increments have been updated to July 1, 2010 and July 1, 2011. There are no general wage increases in this Agreement.

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### ***Lump Sum Payments – Art. 7***

Under the previous agreement, each member of the bargaining unit was paid an amount equal to 1% of salary where the development (fundraising) target was met. The productivity lump sum payment based on this target has been paid for the past five years. The lump sum payment will continue to be paid to each member of the bargaining unit effective July 1 of each year, beginning July 1, 2011, without the condition of meeting the fundraising target. The next 1% lump sum will be paid to regular faculty on July 1, 2011 and to Sessionals Lecturers on September 15, 2011 (the 2010 lump sum payment has been paid to all faculty).

Members of the bargaining unit were also eligible for a one-time productivity lump sum payments where the target associated with increased research funding was met in an amount equal to 1% of salaries. That target was met in some years but not in others and the lump sum payment was paid accordingly. The parties have agreed to discontinue this lump sum payment arrangement, and the University will allocate an amount equal to 0.5% of the salaries of each member of the bargaining unit to be added to the Professional Development Reimbursement Fund outlined in Article 10.10.

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### ***Professional Development Reimbursement Fund - Art. 10.10 - Effective Date: July 1, 2011***

The professional development funds for Regular Faculty and Sessionals Lecturers with continuing status will be increased from \$500 per year to \$1100 per year, effective July 1, 2011. Faculty will be able to accrue their PD Funds for a period of five years (previously it was three years). For more information on eligibility for PRD funds and the reimbursement process, please see the [Faculty Relations website](#).

Sessionals Lecturers without continuing status will receive \$25 of PDR funds per credit taught (for credit courses). They can accrue PDR funds for two years. At the end of the accrual period, any unused PDR monies will be allocated to a teaching fund to be used by Sessional Lecturers.

For the 2010-11 academic year, Sessional Lecturers without continuing status are entitled to professional development funds based on their confirmed teaching assignment for the Winter Term Two. Effective February 15, 2011, they will be eligible for PDR funds of \$25 per credit for courses taught. Moving forward, Sessional Lecturers without continuing status will be entitled to PDR funds based on credit courses taught (\$25 per credit).

***Length of Service Awards - New Article***

Faculty members who are eligible for Career Progress Increments (CPI) will receive 1/3 of a CPI unit at year 20 and again at year 25 of continuous service in an eligible rank (in addition to any CPI for which they are otherwise eligible). Those members with more than 20 and or 25 years of service will receive a retroactive payment; their length of service CPI unit will equally distributed in each of two years. The cost of the awards going forward will be funded from within the existing CPI pool. The retroactive awards will be funded as necessary from the Performance Salary Adjustment pool using the Career Progress Carry forward process and paid out half on July 1, 2011 and half on July 1, 2012.

***Merit and Performance Salary Adjustments - Art. 2.04 and 2.05***

The revised language makes the following changes to the merit and PSA allocation process:

- Prior to finalizing the unit’s policy on allocation of merit and Performance Salary Adjustments (PSA), the Head shall consult with a reasonable number of colleagues within the unit,
- Faculty members continue to be required to provide an annual summary of their activities,
- Once finalized, the policy shall be distributed annually to members of the unit,
- A list of merit and PSA recipients will continue to be distributed within the unit,
- PSA will not normally be awarded in the first three years of employment as a faculty member, not intended to compensate for salary differentials,
- Merit and PSA for Heads and Directors will be allocated by the Deans after consulting with a reasonable number of colleagues within the unit.

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***Income Replacement Plan (long term disability coverage) - Art. 10.07***

Most of the language of this provision was deleted with the expectation that new language regarding the governance of the Plan will be put in place over the next two years. The deletion of the language does not change any aspect of the Income Replacement Plan.

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## **AGREEMENT ON CONDITIONS OF APPOINTMENT FOR FACULTY**

### ***Heads and Directors - Art. 1.1***

The new language lists some of the responsibilities of Heads and confirms that the terms and conditions of a Head's appointment shall be confirmed in writing. Heads will have access to training, time and support to assist them in carrying out their responsibilities. The language also confirms that Heads report to the Deans and are responsible for providing the intellectual and administrative leadership of the unit (including responsibility for the budget) as well as representing view of the Department to the Deans and the University at large. Heads receive an administrative stipend (the minimum will continue to be \$5000). They may also receive a teaching release. They will be granted administration leave upon successful completion of their Headship term (8 months after completion of a three year term; 12 months after completion of a five year term).

Other terms for the position of Heads and Directors are set out in [University Policy 22](#), click on the link to view the full policy.

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### ***Instructors, Senior Instructors and Professors of Teaching - Art. 3***

In the tenure track teaching stream at the University, changes have been to the criteria and a new rank has been added.

#### **Instructors – Art. 3.02**

The criteria for appointment to the rank of Instructor has been clarified as follows:

- Normally requires completion of academic qualifications'
- Evidence of ability and commitment to teaching;
- Promise of educational leadership.

This language is in effect as of January 1, 2011, and all new positions for Instructor should be based on these criteria.

#### **Senior Instructors – Art. 3.04**

The criteria for appointment and promotion to this rank now includes:

- Evidence of excellence in teaching;
- Demonstrated educational leadership;
- Involvement in curriculum development and innovation and other teaching and learning initiatives.

It is expected that Senior Instructors will keep abreast of current developments in their respective disciplines, and in the field of teaching and learning. The language that said “persons appointed to this rank may subsequently be promoted to professorial rank” was deleted.

Note that this language does not apply to cases now in the tenure review process.

#### **Professor of Teaching – Art. 3.05**

The teaching stream's new rank of Professor of Teaching is a promotion for Instructors and Senior Instructors. Senior Instructors are eligible for promotion to this rank after five years of service. Career Progress increments (15 increments) are available for faculty members promoted or appointed to this rank.

Promotion to Professor of Teaching requires evidence of:

- Outstanding achievement in teaching and educational leadership;
- Distinction in the field of teaching and learning;
- Sustained and innovative contributions to curriculum development, course design and other initiatives that advance the Universities' ability to excel in its teaching and learning mandate.

At the time of writing, it is not yet determined when this new rank will be available for promotion for Senior Instructors.

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***Meetings with the Heads, regarding Reappointment, Tenure and Promotion Reviews – Art. 5.02***

The annual meeting with a candidate for reappointment, tenure or promotion must take place no later than June 30 prior to the year of review.

The purpose of that meeting is to:

- Identify potential difficulties;
- Assist the candidate with concerns;
- Discuss timing of the next review and the criteria and expectations for the review;
- Discuss the record including successes and potential difficulties and how concerns may be addressed;
- Discuss what information will be required for the review, as appropriate.

A written memorandum must be prepared summarizing the substance of the discussions, even if the candidate does not agree with the evaluative comments.

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***Candidate's File for Reappointment, Promotion or Tenure – Art. 5.03***

Language was added making it the responsibility of the faculty member to provide the dossier to Head no later than September 15<sup>th</sup> of the year in which the review will be conducted.

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***Review by President of reappointment, tenure and promotion cases – Art. 5.04(e)***

New language has been added that says “given that the University strives to foster excellence, the mandate of all involved in a tenure/promotion review is to make a recommendation that is in accordance with:

- The provisions of the collective agreement,
- The concepts of procedural fairness in the university context,
- Consideration of appropriate standards of excellence across and within faculties and disciplines”.

In addition, the President will also “consider all relevant contextual factors”.

Language has been added to confirm that the membership of the Senior Appointments Committee will include 10% of appointments from UBCO (as appointed by the President).

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#### ***Streamlined Appointment Process for Senior Appointments – Art. 5.14(d)***

A senior tenured appointment (for example, the appointment of a Dean) may be made by the President where (1) the Departmental committee including the Head, a representative of the Faculty Committee and a representative of SAC, and (2) the Dean have recommend in favour of the appointment. This process is intended for Senior Administrative appointments. The streamlined process is not mandatory; one may still use the alternate process of appointment for Senior Administrators.

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#### ***Periodic Review for Promotion – Art. 9***

The process of periodic and non-periodic reviews for promotion continues with the following changes:

- A non periodic review may be conducted in any year with the consent of the Head and the candidate,
  - Where a review does not result in promotion, it is deemed to be a periodic review for the purposes of the timing of the next periodic review,
  - Back to back reviews will not be possible; if there is a review in one year, the candidate must wait a year before the next review,
  - For post tenure reviews the following applies:
    - A non-periodic review may be conducted in any year with the consent of the Head and the candidate. 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;
    - If a review is conducted, a review will not be conducted in the following year;
    - It will be deemed to be a review for the purposes of timing of periodic reviews, if the review proceeds past the stage of the Head requesting letters from external referees.
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#### ***House-keeping Changes***

- Miscellaneous house-keeping changes to wording; deletion of spent letters of understanding,
  - Incorporate the language of the agreement abolishing mandatory retirement into the collective agreement, and add a letter of understanding setting out the retirement options,
  - A joint committee will be put in place to re-number and re-organize the collective agreement (process and terms of reference to be determined).
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## **For More Information Please Contact**

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