

## **PART 1: FRAMEWORK FOR COLLECTIVE BARGAINING**

THE UNIVERSITY OF BRITISH COLUMBIA and the FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

DESIRING to promote fair and proper economic conditions and terms of appointment for Faculty Members, Librarians, and Program Directors at The University of British Columbia;

RECOGNIZING that the University is a community of scholars whose essential functions are the pursuit and dissemination of knowledge and understanding through research and teaching and that academic freedom is essential to carrying out these functions;

BEING DETERMINED not to interfere with that academic freedom;

CONFIRM THAT the members of the University enjoy certain rights and privileges essential to the fulfillment of its primary functions: instruction and the pursuit of knowledge. Central among these rights is the freedom, within the law, to pursue what seems to them as fruitful avenues of inquiry, to teach and to learn unhindered by external or non-academic constraints, to engage in full and unrestricted consideration of any opinion. This freedom extends not only to the regular members of the University but to all who are invited to participate in its forum. Suppression of this freedom, whether by institutions of the state, the officers of the University or the actions of private individuals, would prevent the University from carrying out its primary functions. All members of the University must recognize this fundamental principle and must share responsibility for supporting, safeguarding and preserving this central freedom. Behaviour which obstructs free and full discussion, not only of ideas which are safe and accepted but of those which may be unpopular or even abhorrent, vitally threatens the integrity of the University's forum. Such behaviour cannot be tolerated;

AND HAVE AGREED AS FOLLOWS:

### **Article 1. Interpretation**

- 1.01 “Collective Agreement” means
- Part 1: *Framework for Collective Bargaining*;
  - Part 2: *Salaries and Economic Benefits*;
  - Part 3: *Leaves of Absence*;
  - Part 4: *Conditions of Appointment for Faculty*;
  - Part 5: *Conditions of Appointment for Librarians*;
  - Part 6: *Conditions of Appointment for Program Directors in Extended Learning*;
  - Part 7: *Conditions of Appointment for Sessional Lecturers*;

Part 8: *Reduced Appointments*; and  
Part 9: *Termination or Non-Renewal of Faculty Appointments for Financial Exigency*.

“Academic unit” means a Faculty, a Department, the Library, Extended Learning, a School, or equivalent body;

“Association” means the Faculty Association of The University of British Columbia;

“Days” means calendar days, excepting statutory holidays;

“Executive” means the Executive of the Faculty Association of The University of British Columbia;

“Faculty Association representative” means a person authorized by the Association to represent its members;

“Faculty Member” means any person having an appointment from the Board of Governors of The University of British Columbia as Sessional Lecturer, Lecturer, Assistant Professor of Teaching, Associate Professor of Teaching, Professor of Teaching, Acting Assistant Professor, Assistant Professor, Associate Professor, or Professor;

“Head” means the Head or Director of an academic unit or the equivalent position in Institutes and Schools;

“Librarian” means a person appointed as a librarian or an archivist;

“Member” means member of the Faculty Association bargaining unit;

“Parties” means The University of British Columbia and the Faculty Association of The University of British Columbia;

“Member Services & Grievance Committee” means the Member Services & Grievance Committee of the Association;

“Part-time” means that, whatever the term of the appointment, the appointee has university duties that are fewer than those normally expected of full-time faculty members;

“President” means the President of The University of British Columbia;

“Provost” means the Provost at the appropriate campus, or their delegate;

“Salary” means compensation which is received by members of the

bargaining unit and which is subject to negotiations between the Parties and/or arbitration;

“Subsidiary Agreement” means an agreement between the University and the Association concerning members of an academic unit made in accordance with Article 9.02; and

“University” means The University of British Columbia.

- 1.02 Wherever in this Agreement the singular is used, the reference shall include the plural where the context so requires.

## **Part A – Association Recognition Rights**

### **Article 2. Bargaining Unit**

- 2.01 a) The bargaining unit shall consist of all persons appointed on a full-time or part-time basis as a Faculty Member, Librarian, Program Director in Extended Learning, or equivalent position.
- b) A person shall not cease to be a member of the bargaining unit if their employment by the University is changed from full-time (tenured or confirmed appointment) to part-time (tenured or confirmed appointment).
- 2.02 The Parties may from time to time agree to include additional persons in, or exclude persons from, the bargaining unit (see List of Exclusions in Appendix A).<sup>1</sup>

### **Article 3. Bargaining Agent**

- 3.01 The University recognizes the Association as the sole collective bargaining agent for all members of the bargaining unit. Further, it is recognized by the Parties that the ratification of the document (letter dated November 10, 1999, from Vice President Academic and Provost to the President of the Association) by the Parties had the effect of voluntarily recognizing the Faculty Association under the Labour Relations Code.

### **Article 4. No Discrimination**

- 4.01 There shall be no discrimination regarding any term or condition of employment by reason of sex, sexual orientation, age, race, colour, ancestry, place of origin, political belief, religion, marital status,

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<sup>1</sup> See also Letter of Understanding 1 Re: Exclusion of New Position(s) from Faculty Bargaining Unit

family status, physical or mental disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position), or membership or non-membership in, or activities on behalf of, the Association. The University, the Association, Faculty Members, Librarians and Program Directors are committed to fostering a positive working climate of mutual respect in which all members of the University Community – students, faculty, staff and, visitors – are able to study and work free from harassment and discrimination.

- 4.02 In keeping with the requirements of the Federal Contractors Program, to which the University is committed, the University and the Association agree to the principle of employment equity for all groups as may be designated in Federal and Provincial legislation, or as agreed to by the Parties. This principle ensures opportunities in hiring, promotion and tenure for members in designated groups and ensures no systematic barriers exist to the full participation of these groups in the workplace.

**Article 5. Recognition of Representatives**

- 5.01 The University shall recognize the President of the Association and members of the Executive, or persons designated by the Executive, for the purpose of relations between the University and the Association arising out of this Agreement.

**Article 6. Check-Off of Association Dues and Membership Information**

- 6.01 The University shall make it a condition of employment of members of the bargaining unit that each such member shall pay either to the Association or to a recipient agreed upon annually by the University and the Association an amount equal to the membership dues in the Association fixed annually in accordance with its Constitution.
- 6.02 The University shall honour a written assignment of salary of a member of the bargaining unit except where the assignment is revoked by the assignor.
- 6.03 The assignment pursuant to Article 6.02 shall be substantially in the following form:
- “To The University of British Columbia: Until this assignment is revoked by me in writing I hereby authorize you to deduct from my salary a sum equal to the membership dues in the Faculty Association fixed annually in accordance with its Constitution, and

to pay that sum to the Faculty Association or to a recipient agreed upon by the University and the Association.”

- 6.04 The University shall deduct from the salary of each member of the bargaining unit, from each pay cheque, the amount specified in Article 6.01 above and, subject to Article 6.05 below, shall within one (1) month forward to the Association the total amount of dues collected together with a list of members of the bargaining unit from whom deductions were made in that month
- 6.05 Where a member of the bargaining unit objects to membership in the Association and directs the University not to pay to the Association the amount equal to the membership dues that have been deducted from their salary in accordance with Article 6.04 above, such amount shall be paid to the recipient specified in Article 6.01 above.
- 6.06 The University shall carry out its obligations under Articles 6.01 and 6.04 above to the extent that it has the lawful right to do so.
- 6.07 Recognizing the rights of members of the bargaining unit to protection of privacy and access to personal information, the University and the Association agree:
- a) The University shall provide the Association with a list of members and basic employment information in an electronic form on a monthly basis (the FACSNAPE report). The Association will use this information in a manner consistent with its duties under the *Labour Relations Code*, and its responsibilities under the *Personal Information Protection Act*.
  - b) The University will provide an end-of-the-year accounting of the base salary and all of the salary increases earned by every continuing member.

### **Article 7. Personnel Files**

- 7.01 The personnel file for a Faculty Member is comprised of confidential files residing in the offices of the Head, the Dean and Faculty Relations or Human Resources, any of which may be used in decisions regarding terms and conditions of employment of the member.
- 7.02 The personnel file of each member shall contain only material pertaining to the member’s employment and may include, but shall not be limited to, the member’s curriculum vitae, offer letters, teaching evaluations, letters of reference and appraisal,

compensation and work history, disciplinary material, recommendations and decisions about reappointment, tenure, or confirmation, promotion or continuing status, and letters concerning personnel decisions involving the member.

Any files created for purposes of a reappointment, tenure or promotion review shall be deemed to be part of the personnel file.

- 7.03 Anonymous or unsolicited complaints or concerns, other than student evaluations of teaching, will not form part of the personnel file unless they have given rise to investigation and/or verification.
- 7.04 The University shall endeavour to inform the member within sixty (60) days of any negative material which is added to the member's file outside a formal review process and without the knowledge of the member.
- 7.05 A member shall have the right, during normal business hours and upon reasonable notice, to view all of the material in their own file, other than confidential letters of appraisal and reference, at a mutually convenient time. This review must be carried out in the presence of a person designated by Faculty Relations or Human Resources. Members shall be required to provide identification before access to the personnel file is granted.
- 7.06 The member shall not remove the file nor its contents from the office but may, on written request, receive a copy of any document in the personnel file, with the exception of confidential letters of reference and appraisal.
- 7.07 The member shall have the right to have included in their file any written comments on the accuracy, relevance, meaning or completeness of any of the contents of the file.

## **Part B – Collective Bargaining**

### **Article 8. Duty to Bargain in Good Faith**

- 8.01 The Parties shall bargain in good faith and shall make every reasonable effort to conclude a renewal of the Collective Agreement.

### **Article 9. Procedures for Collective Bargaining**

- 9.01 a) A Party may, by written notice given no earlier than January 1 and no later than March 1 prior to the expiry date of the Collective Agreement, call upon the other Party to enter into collective bargaining.

b) If notice is given pursuant to Article 9.01(a), collective bargaining shall commence on or after March 1 in the final year of the term of the Collective Agreement.

9.02 When the Association authorizes the members of an academic unit to bargain for a Subsidiary Agreement, it shall notify the University of such authorization and of its scope no later than October 15 of the year preceding the expiry date of the Collective Agreement. A copy of an authorization signed by the President of the Association shall be sufficient evidence of the authority of the members of an academic unit to enter collective bargaining for a Subsidiary Agreement.

9.03 Where authorization has been made for the negotiation of a Subsidiary Agreement in accordance with Article 9.02 above the Parties shall first bargain these agreements, beginning no earlier than January 1 in an effort to conclude agreements by March 31 or such other dates as agreed by the Parties. A Subsidiary Agreement shall not contain a provision for collective bargaining to change any part of the Subsidiary or overall Collective Agreement during the term of the Collective Agreement.

The Parties then shall bargain collectively to conclude a Collective Agreement including:

- a) any matters affecting only a Subsidiary if applicable; and
- b) those parts of the Collective Agreement applicable to all members of the bargaining unit including the term of the Agreement.

9.04 a) The negotiations under this Article shall not be concluded until the University has been officially notified of the operating grant allocated to it by the Province of British Columbia.

b) If agreement has not been reached on the Collective Agreement within six (6) weeks of the receipt by the University of official notification of the operating grant allocated to it, or another date agreed to by the Parties, the matters in dispute shall be submitted to arbitration in accordance with Article 11.

9.05 Joint Consultation

- a) The parties agree to establish a consultation committee, which shall meet regularly in accordance with Section 53 of the

*Labour Relations Code.*

- b) On the request of either party, the parties must meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

**Article 10. Request for Funds**

- 10.01 The University agrees to use its best efforts to obtain the funds needed to meet its obligations incurred in accordance with this Agreement.

**Article 11. Arbitration (Interest)**

- 11.01
  - a) The members of the Arbitration Board to act under Article 20 below shall be chosen by agreement of the Parties from the panel established pursuant to Article 20.09 below, provided that if one or more of the persons so selected from the panel cannot serve, the Parties shall agree to appoint to the Board a person or persons who are not on the panel. If the Parties are unable to agree on the members of the Board within fourteen (14) days of the commencement of meetings to choose them, either Party may request the Chair of the Labour Relations Board for the Province of British Columbia to make the necessary appointment or appointments to complete the membership of the Board. The chair of the Board shall be chosen from among its three members by agreement of the Parties, provided that if the Parties are unable to agree on a chair within one (1) week of the appointment of the three members of the Board, they shall request the said Director to appoint the chair.
  - b) No person shall serve as a member of the Arbitration Board who is or has recently been a Faculty Member or other employee of the University.
  - c) No member of the Arbitration Board shall act as an advocate of either Party.
- 11.02
  - a) The Arbitration Board shall take office within one (1) week of its having been constituted.
  - b) The Parties shall submit to the Arbitration Board the items on

which agreement has not been reached.

- c) The Arbitration Board shall hold one or more hearings with the Parties in order to give them the opportunity to make such written and oral representations as they desire.
  - d) The Arbitration Board shall complete the hearings with the Parties within twenty (20) days of taking office and shall deliver an award within fourteen (14) days of the completion of the hearings.
  - e) In making its award, the Arbitration Board shall give first consideration to the University's ability to pay the cost of an award from its general-purpose operating funds. In doing so, with due regard to the primacy of the University's academic purpose and the central role of Faculty Members, Librarians and Program Directors in achieving it, the Arbitration Board shall take account of the University's need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures. If the Arbitration Board is satisfied that the University has the ability to pay the cost of an award, it shall base its award on the following criteria:
    - i) the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians, and Program Directors of the highest caliber;
    - ii) changes in the Vancouver and Canadian Consumer Price Indices;
    - iii) changes in British Columbian and Canadian Average Salaries and Wages; and
    - iv) salaries and benefits at other Canadian universities of comparable academic quality and size.
  - f) The Arbitration Board shall use its best efforts to achieve a unanimous award.
  - g) Subject to the above provisions, the provisions in Article 20.08 apply to arbitration under Article 11.
- 11.03 The award of the Arbitration Board whether it be unanimous or by a majority shall be final and binding on both Parties.
- 11.04 The expenses of the arbitration shall be borne equally by the

University and the Association, provided that where arbitration is initiated by the members of an academic unit in accordance with Article 9 and the Association does not take part in the proceedings, the expenses shall be borne by the University and the members of the academic unit concerned.

## **Article 12. Prohibition of Strikes and Lockouts**

12.01 For the purpose of this Article:

“Strike” includes a cessation of work, or a refusal to work, or a refusal to continue to work, or an act or omission that is intended to, or does, restrict or limit services by members of the bargaining unit in combination or in concert, or in accordance with a common understanding; and

“Lockout” includes the closing of the University or of any of its facilities, a suspension of the work of members of the bargaining unit, or a refusal to continue to employ a number of members of the bargaining unit.

12.02 The Association shall not declare, authorize, ratify, or in any way participate in a strike of members of the bargaining unit while the Collective Agreement continues to operate, and no member of the bargaining unit shall strike during the period.

12.03 The University shall not lock out members of the bargaining unit while the Collective Agreement continues to operate.

12.04 There will be no disciplinary action against any member who, as a matter of conscience, chooses not to cross a picket line at the workplace when that picket line has been established pursuant to a labour dispute.

## **PART C – Rights and Practices**

### **Article 13. Notification of Workload**

13.01 Preamble

- a) The academic workload of a faculty member is a combination of self-directed and assigned tasks undertaken in fulfilment of their academic responsibilities in the areas of teaching, scholarly activity, educational leadership, and service to the University and the community as appropriate to the member’s stream or rank. In the assignment of workload, consideration

shall be given to the balance of these areas to afford the member adequate opportunity to perform their responsibilities.

- b) Academic units vary in their contributions to the University. As such, it is understood that what constitutes normal workload will vary from one unit to another.

### 13.02 Principles Governing the Assignment of Workload

The University is committed to:

- a) a reasonable and equitable distribution of workload for faculty;
- b) a transparent process of workload allocation within a unit, which has decisions being made in accordance with criteria that are communicated to members within that unit;
- c) flexibility in workload allocation that reflects the University's obligations and the unique missions of units, and is consistent with the type of appointment held by faculty members;
- d) 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; and
- e) 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.

### 13.03 Unit Workload

- a) The Head of each academic unit shall notify members annually of the unit's general approach to workload.
- b) The normal workload within units shall be consistent with the operating obligations of the unit, the Faculty and the University.
- c) Prior to finalizing workloads, the Head shall offer the opportunity for members of the unit to provide their views and relevant information pertaining to workloads.
- d) The Head shall assign workload to members in accordance with the principles governing the assignment of workload (Article 13.02), the unit's general approach to workload, and other factors relevant to the individual member.

- e) When the Head assigns teaching, they will consider the amount of work in the particular courses assigned based on factors such as class size, mode of delivery, contact hours, and amount of teaching assistant support.
- f) When the Head assigns service, they shall offer the opportunity for the member to provide their views and relevant information on the service assignment.

**Article 14. Non-Interference with Rights under Agreement**

- 14.01 The University shall not impose any condition upon the appointment of a Faculty Member or member of the bargaining unit that would restrain that person from exercising rights under the Collective Agreement or any Subsidiary Agreement.

**Article 15. Allocation of Discretionary Funds**

- 15.01 The limitations on the right of the University to bargain separately with individual members of the bargaining unit imposed by the Collective Agreement shall not be interpreted as placing any restriction on the discretion of the University to allocate additional discretionary funds placed at its disposal, as a result of the Collective Agreement, for dealing with retention, inequities and anomalies in salaries of members of the bargaining unit.
- 15.02 The University may allocate funds for dealing with retention, to an amount not exceeding 0.20% of the salaries of those who were members of the bargaining unit on June 30 of the preceding academic year and who continued to be such members on July 1 immediately following.
- 15.03 Prior to allocating funds provided for in Article 15.02 above, the President or designate shall inform the President of the Faculty Association in confidence of the name of the intended recipient, the increase to be received, and of the rationale for it. A list of those faculty members who are awarded retention shall be distributed individually to all members of the unit.

**Article 16. Preservation of the Traditional Role of the Association**

- 16.01 Nothing in the Collective Agreement shall be interpreted as restricting the role of the Association in representing the interests of its members at the University. The University recognizes that this role traditionally has extended, and will continue to extend, beyond the matters to which the Collective Agreement relates.

- 16.02 a) The University shall reduce the teaching load of the President of the Association and a Faculty Association representative on the Okanagan campus by fifty (50) per cent or the equivalent thereof during their term of office without any reduction in salary or benefits.
- b) The Faculty Association may secure secondment of additional faculty members from their teaching responsibilities (or equivalent) to provide service to the Faculty Association. The Faculty Association will provide, in writing, the names of these faculty members to Faculty Relations (UBCV) or Human Resources (UBCO) as appropriate prior to May 1 of each year.
- c) The Faculty Association will pay to the seconded faculty member's unit \$8,000 per course release.
- 16.03 In applying the criteria for reappointment, appointment without term, promotion, and salary increases and similar benefits, the contribution made by the President of the Association and members of the Executive to the Association shall be considered to be service to the University.

#### **Article 17. Preservation of Past Rights and Practices**

- 17.01 Subject to the Collective Agreement or any amendments thereto the University agrees not to change rights of or practices relating to Faculty Members or members of the bargaining unit that traditionally have been the subject of consultation and discussion without appropriate consultation and discussion at the Departmental, Faculty or University level.

#### **Article 18. Liability Insurance**

- 18.01 The University shall provide insurance coverage in respect of the liability of members acting within the scope of their normal course of employment, to the extent provided by the University, College and Institute Protection Program (UCIPP) policies.
- 18.02 A copy of the policies of insurance, as amended from time to time, shall be provided to the Association.
- 18.03 Responsibility for the management of any claim covered by the University's insurance policies rests solely with the Insurer.

#### **Article 19. Retirement**

- 19.01 The normal retirement date at UBC is the June 30 or December 31

following the date upon which the member turns 65 (the “Normal Retirement Date”).

- 19.02 A member may retire on or prior to the Normal Retirement Date in accordance with the provisions in Article 19.04.
- 19.03 A member who decides to work beyond the Normal Retirement Date is required to perform the full scope of duties and responsibilities, except as provided for in the Letter of Understanding on Retirement Options.
- 19.04 Except as provided in the Letter of Understanding 2 on Retirement Options, a member shall give notice of retirement well in advance, which will normally be twelve months and preferably eighteen months before retirement.

## **Part D – Grievances and Settlement of Disputes**

### **Article 20. Grievance and Arbitration Procedures**

#### 20.01 Definitions

“Faculty Association representative” means a person authorized by the Association to represent its members;

“Grievance” means a dispute between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement including a question as to whether a matter is arbitrable, which may be initiated at Step 1 of the grievance procedure;

“Grieving Party” means the Association or the University depending on which party initiated the grievance; and

“Written grievance” is the document described at Step II of the grievance procedure.

#### 20.02 Informal Resolution

- a) Nothing in the Collective Agreement shall prevent a member discussing any matter of concern informally with the Head or other appropriate University designate or vice versa. Such discussion shall not constitute a grievance.
- b) Nothing in the Collective Agreement shall prevent a member of the bargaining unit from seeking advice and representation from the Faculty Association at any time nor shall the

University or any of its representatives through intimidation, threats of termination of appointment, or by any other kind of threat, seek to prevent a member from doing so.

- c) The use of informal means to settle disputes shall not affect the right of the Faculty Association to invoke the formal grievance procedures in Article 20.03.

### 20.03 Formal Grievance

#### Step I

- a) A Grievance is initiated at Step I when either the Association or the University discusses a dispute or potential dispute with the other party and advises to other that the grievance procedure is being initiated
- b) After the Association becomes involved in a grievance, the University's representatives will not enter into discussions or negotiations with respect to the grievance or complaint, either directly or indirectly, with the member without the consent of the Association.

#### Step II

- c) If the dispute is not resolved at Step I, either the Association shall submit a written grievance to the Provost with a copy to the appropriate Faculty Relations/Human Resources representative or the University shall submit a written grievance to the President of the Association with a copy to the Executive Director. Any such grievance shall be submitted within 60 calendar days of the date that the grieving party becomes aware or should reasonably have become aware of the facts giving rise to the grievance. The written grievance shall set out:
  - i) the Article of the Collective Agreement alleged to have been violated, or other basis for the grievance, and the nature of the violation;
  - ii) a brief statement of facts; and
  - iii) the remedy or correction sought;
- d) If the grievance relates to discipline, the Association shall initiate a grievance at Step II within 30 calendar days of when notice of the discipline was received by the Association.
- e) Within 30 calendar days of receiving a written grievance at Step II,

the parties shall meet with an aim of resolving the dispute (the “Step II Meeting”).

- f) Within 30 calendar days of the Step II Meeting, the party receiving the grievance shall provide a written reply (the “Step II Reply”), stating:
  - i) whether the grievance is accepted or denied; and
  - ii) if the grievance is denied, the University shall provide sufficient reasons to support the denial.

### Step III

- g) If the dispute remains unresolved at Step II, either party may submit the grievance to arbitration within 30 calendar days of the earlier of:
  - i) receiving the Step II Reply, or;
  - ii) the date on which the Step II Reply was due.

#### 20.04 Grievance Initiated at Step II

Nothing in this Article shall be interpreted as preventing the Faculty Association from initiating a grievance at Step II.

#### 20.05 Faculty Association Representatives and Legal Counsel

- a) The Association shall annually provide to the University a written list of representatives, with updates as required on a timely basis.
- b) A representative of the Association shall be present at all stages of the formal grievance and arbitration procedures. No party may be accompanied by or represented by legal counsel during any stage of the grievance procedure except arbitration unless mutually agreed by the parties.

#### 20.06 Arbitration Board

- a) When the Grieving Party has requested that a grievance be submitted to arbitration, it shall indicate to the other party within seven (7) days its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties.
- b) Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their appointee to a three-person Board of Arbitration. The two appointees shall then meet as soon as possible to select an impartial chair.
- c) If the parties fail to agree on a single arbitrator, either party

fails to appoint its arbitrator to the three-person board, or the two appointees fail to agree upon a chair of the three-person board within seven days of their appointment, the Chair of the Labour Relations Board for the Province of British Columbia shall make the appointment.

#### 20.07 Parties

The parties to an arbitration shall be the University and the Association unless the Arbitration Board adds another party.

#### 20.08 Board Procedures

- a) Not less than thirty (30) days before the arbitration hearing is scheduled to commence, the Parties shall exchange complete particulars of their respective cases, including the production of documents, names of witnesses, and summaries of their expected testimony if available.
- b) Not less than ten (10) days before the hearing is scheduled to commence each Party shall provide to the other:
  - i) the documents to be introduced in evidence;
  - ii) a list of witnesses and a summary of their expected testimony.
- c) The Arbitration Board has the discretion, on such terms as it sees fit, to admit evidence or hear testimony not exchanged under (a) or (b).
- d) At any time before a hearing commences the Arbitration Board may, on the application of either Party, issue directions for a pre-hearing conference to define and settle issues to be dealt with at the hearing, obtain admissions and agreed statement of facts and resolve any other issues prior to the hearing.
- e) When evidence is being exchanged in advance of a hearing or tendered during a hearing and the evidence was originally supplied on the understanding that the name of the person from whom it was obtained would not be disclosed, the substance of that evidence shall be made known without disclosing its source.
- f) The Arbitration Board shall conduct its proceedings in private.
- g) The representatives of the Association and the University and

their counsel or other advisors shall be entitled to be present or represented at all meetings of the Arbitration Board at which evidence is presented orally. The Association and the University shall be given the opportunity to present evidence to the Board concerning matters within the Arbitration Board's jurisdiction and to cross-examine each other's witnesses and witnesses called by the Arbitration Board.

- h) If at any time when a dispute is before the Arbitration Board, a resolution of the dispute satisfactory to the Parties is reached the Arbitration Board shall take no further action except that contemplated by the settlement.
- i) Without derogating from paragraphs (a) to (h), the Arbitration Board may adopt such other rules and procedures as it sees fit.

#### 20.09 Decisions of the Board

- a) The Arbitration Board shall hear and determine the dispute and issue a decision which shall be final and binding and enforceable on the parties pursuant to the relevant labour legislation.
- b) The Arbitration Board shall make every effort to render a decision within thirty (30) days of the final hearing day.
- c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.
- d) The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

#### 20.10 Clarification of Board Decision

- a) Should the parties disagree as to the meaning of the Board's decision, either party may apply within (30) days of the date of the decision to the Chair of the Arbitration Board to reconvene the Board to clarify the decision. The Board should make every effort to determine whether the clarification is appropriate and, if so, make such a clarification within seven (7) days of hearing the application.

#### 20.11 Arbitration Costs

Each party shall bear:

- a) its own fees, expenses and costs;
- b) the fees and expenses of a member of an arbitration board that is appointed by or on behalf of that party; and,
- c) equally the fees and expenses of the chair of the arbitration board or a single arbitrator.

#### 20.12 Technical Objections to Grievances

It is the intent of the parties to this Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation.

#### 20.13 Amending the Time Limits

All dates and times in this Article may be varied by mutual written consent of the parties prior to the expiry of a time limit.

### **Part E - Final Clauses**

#### **Article 21. Extension of Time Limits**

21.01 The time limits specified in this Agreement may, unless otherwise provided, be varied by agreement of the Parties.

#### **Article 22. Ratification of the Collective Agreement**

22.01 Ratification by the Association requires:

- a) a majority vote of those voting in the group which is covered by a Subsidiary Agreement; and
- b) a majority vote of those voting in the entire bargaining unit on the entire Collective Agreement

#### **Article 23. Entry into Force**

23.01 This Agreement shall enter into force upon signature by the President of the University and the President of the Faculty Association following ratification of the Agreement by the Board of Governors of the University, and ratification by the Association in accordance with Article 22 above.

#### **Article 24. Copies of the Agreement**

24.01 The University shall provide, at its own cost, one (1) copy of this Agreement to each member of the bargaining unit and provide the Association with two hundred and fifty (250) copies of the

Agreement and of any amendments that may be made thereto, and with fifty (50) copies of any agreement made pursuant to this Agreement.

**Article 25. Duration of this Agreement**

25.01 The Collective Agreement shall be in force from July 1, 2019 until June 30, 2022 and thereafter until the earlier of the date of a new Collective Agreement is concluded between the Parties directly or by an Arbitration Board pursuant to Article 11.

**Article 26. Amendments**

26.01 Amendments to this Agreement may be made by agreement of the Parties at any time.

## **APPENDIX A**

### **Exclusions from the Bargaining Unit**

The President of the University  
The Vice Presidents of the University  
The Deputy Vice Chancellor and Principal  
The Provosts  
Associate Vice Presidents of the University  
Associate Provost  
Senior Advisors to the President  
Deans and Principals of Faculties or equivalent units  
Vice Deans of the Faculty of Medicine and equivalent positions  
Associate Deans, Associate Principals and equivalent positions  
The University Librarian  
Deputy University Librarian  
Associate University Librarians  
Chief Librarian  
Faculty members holding visiting appointments

Faculty members, including Deputy University Librarians and Associate University Librarians, excluded from the bargaining unit to serve as academic administrators shall enter or re-enter the bargaining unit as full-time members at the end of their administrative term. They will not lose any previously accrued rights and privileges and their employment in the bargaining unit is deemed to be continuous. An academic administrator appointed to the University's negotiating committee for collective bargaining whose administrative appointment terminates during a round of bargaining, may, if the University desires, remain on the University's bargaining team, and thus on Appendix A, until the end of round of bargaining.

## APPENDIX B

### LETTER OF UNDERSTANDING 1 BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

#### **Re: Exclusion of New Position(s) from Faculty Bargaining Unit**

Pursuant to Article 2 of Part 1: *Framework for Collective Bargaining*, the Parties agree the Office of Faculty Relations of the University will endeavour to provide the Faculty Association with timely notice where the University intends to create a new position that it proposes will be excluded from the Bargaining Unit represented by the Faculty Association. As part of this notification, the Office of Faculty Relations will provide the job description for the position and, if applicable, the name of the faculty member who will fill the position. The Faculty Association will provide a timely response to the University regarding the proposed exclusion. The Parties will meet to discuss the proposed exclusion at the request of either Party.

After reaching agreement about a proposed new excluded position, the Parties will add that position to Appendix A of Part 1: *Framework for Collective Bargaining*. In the event there is no agreement on the exclusion, the University reserves its right to exclude the position and the Parties are at liberty to seek resolution using the appropriate legal channels.

## APPENDIX C

### LETTER OF UNDERSTANDING 2 BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

#### Re: Retirement Options

#### 1. Processes to Support Retirement

- 1.01 Part 8: *Agreement on Reduced Appointments* remains unchanged, except as modified by this Letter of Understanding.
- 1.02 The University will supplement current retirement counselling with:
  - a) Retirement workshops for members who are at least 55 years old, and their spouses; and
  - b) Individual counselling with a University-approved financial consultant, up to a maximum of \$750.

#### 2. Retirement Options: Phased-in Retirement Appointment, Part-time Appointment or Reduced-Scope Appointment

- 2.01 In addition to continuing to work full-time, requesting a reduced appointment in accordance with Part 8: *Reduced Appointments* or giving notice of retirement in accordance with the provisions of Article 19.04 of Part 1: *Framework for Collective Bargaining*, tenured or confirmed faculty, librarians, program directors and full-time lecturers who have reached the age of 55 and have 10 years of full-time continuous service may elect to participate in one of three retirement options: (1) phased-in retirement; (2) part-time appointment; or (3) reduced-scope appointment.
- 2.02 The purpose of the Retirement Options is to balance the desire of members to continue to be productive in more flexible employment arrangements with the University's need for certainty in academic planning, all the while maintaining cost neutrality.
- 2.03 The Retirement Options have been implemented as of May 15, 2007, and are hereby renewed to June 30, 2022. Beginning January 2014, the parties agree to annually review the results in light of its purpose and reach a resolution on any future options.

2.04 Members who participate in a Retirement Option are entitled to salary, benefits and pension in the same manner as provided for in the Agreement on Reduced Appointments, as modified by this Letter of Understanding, and are eligible, in accordance with provisions of the Agreement on Salaries and Economic Benefits, to be considered for Career Progress Increments (CPI), Merit Awards and Performance Salary Adjustment (PSA), as provided for in the Agreement on Reduced Appointments.

2.05 Where a member takes a Retirement Option, eligibility for study leave is as follows:

- a) There will be no further accrual of service towards study leave eligibility once notice to enter into a Retirement Option has been given;
- b) Where a member may be eligible for a study leave, it must be planned before entering into a Retirement Option and completed within the time of the option;
- c) There must be the equivalent of at least one year of full-time service between the end of the study leave and retirement; and
- d) Salary paid during the study leave will be as provided for in Article 2.01(b) of Part 3: *Leaves of Absence*

2.06 Option 1: Phased-in Retirement

- a) A member may elect to take a phased-in retirement. The Phased-in Retirement Option is for a maximum of four years in total, at the election of the member (i.e. the notice period, plus the phased-in retirement).
- b) A member who elects to take the Phased-in Retirement Option must continue to perform the full scope of duties, which will be reduced in percentage of time in each of three years.
- c) The member must give advance notice of their intention to elect this option (the “notice period”). Eighteen months’ notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- d) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- e) Salary during a phased-in retirement appointment is commensurate with percentage of workload performed.

- f) During a phased-in retirement appointment, the member's workload will decrease over three years to 75%, 50% and 33-1/3%. This can be modified by mutual agreement of the member and the Head, provided the minimum level of workload is 33-1/3%.
- g) Benefits provided during the phased-in retirement appointment are as provided for in the Agreement on Reduced Appointments, except that where the load, by agreement, is between 33-1/3% and 50%, benefits shall be maintained as if the appointment were 50% or higher.

## 2.07 Option 2: Part-time Appointment

- a) A member may elect to take a part-time appointment. The Part-time Appointment Option is for a maximum of five years in total (i.e. the notice period, plus the part-time appointment).
- b) A member who elects to take the Part-time Appointment Option must continue to perform the full scope of duties at 50% of full-time workload. Members may, in consultation with the Head, choose from a range of load-options, from full-time/partial-year to part-time/full-year. The Head will make a reasonable effort to accommodate the requests for load-options.
- c) A part-time appointment with a workload between 51% and 80% requires mutual agreement of the member and the Head.
- d) The member must give advance notice of their intention to elect this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- e) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- f) The maximum period for a part-time appointment is four years. The retirement date can be shortened with at least six months' notice provided on either June 30 or December 31 but can only be extended by mutual agreement of the member and the Head.
- g) Salary during a part-time appointment is commensurate with percentage of workload performed.

## 2.08 Option 3: Reduced-Scope Appointment

- a) A member may request a reduced-scope appointment. The Reduced-Scope Appointment Option is for a maximum of two years in total (i.e. the notice period, plus the reduced-scope appointment).
- b) A reduced-scope appointment provides for a full-time appointment with a reduced-scope of duties where the member can request a reduction in their contribution in one area of duties, and possibly increase it in others.
- c) Approval of a reduced-Scope appointment is at the sole discretion of the Dean of the Faculty (or equivalent), upon the recommendation of the Head. If a request is denied, the member will be provided reasons in writing and notice of the denied request will be provided to the Faculty Association.
- d) The member must give advance notice of their intention to elect this option (the “notice period”). Eighteen months’ notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- e) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- f) The maximum period for a reduced-scope appointment is one year. The retirement date can be shortened with at least six months’ notice provided on either June 30 or December 31 but can only be extended by mutual agreement of the member and the Head.