

## **PART 9: TERMINATION OR NON-RENEWAL OF FACULTY APPOINTMENTS FOR FINANCIAL EXIGENCY**

The University of British Columbia and the Faculty Association of 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;

Considering that a financial exigency is an extraordinary set of circumstances which seriously threatens the University's ability to carry out these functions; and

Being resolved to preserve the University excellence as much as possible in the face of these circumstances;

Have agreed on the following provisions to govern the termination or non-renewal of appointments of faculty members on the ground of financial exigency:

### **Article 1. Financial Exigency**

- 1.01 For the purpose of this Agreement, a "financial exigency" shall be deemed to exist when the Board of Governors has declared that the University faces a financial deficit that cannot reasonably be met without the termination of some term appointments with review or appointments without term, or without the non-renewal of some term appointments with review.
- 1.02 If the President is satisfied that the University faces a financial exigency, he shall consult a committee composed of the members of the Senate Budget Committee and two faculty members appointed by the Executive of the Faculty Association, this advisory committee to be called the Committee on Financial Exigency. This Committee on Financial Exigency shall be constituted within seven days of the President's requesting the President of the Faculty Association to have the necessary appointments made by the Executive.

The Committee may adopt such procedures as it deems appropriate. In the proceedings of the Committee, the ex officio members of the Senate Budget Committee shall not have the right

to vote.

- 1.03 The Committee on Financial Exigency shall, within four (4) weeks from the date of its first meeting, advise the President in writing whether in its judgment the University faces a financial exigency.
- 1.04 In the deliberations under Article 1.02 above, the following questions inter alia should be considered:
- a) whether all reasonable reductions are being made in the areas of the University's expenditures other than bargaining unit salaries, bearing in mind the primacy of the University's academic purpose;
  - b) whether reasonable advantage is being taken of the reduction of salary commitments made possible by normal attrition, voluntary early termination of appointment, early retirement, voluntary part-time employment, reduced workload appointment, and similar means;
  - c) whether reasonable means of increasing the University's revenues have been explored;
  - d) the level of the University's accumulated surplus is appropriate; and
  - e) whether consideration has been given to seeking authority from the government to operate at a deficit.
- 1.05 The Committee on Financial Exigency shall have access to the material relating to the University's financial statements and budgets in order to decide whether the University faces a financial exigency. This material shall be sufficiently detailed to permit a reliable analysis and, without limiting the scope of the information to be made available, the Committee shall have access to:
- a) current and previous financial statements;
  - b) details of allocation of operating funds to Faculties, Departments, Schools, the Library, Extended Learning, Institutes, other Academic Units, and non-academic departments and sectors of the University;
  - c) details of bargaining unit salaries and ages;
  - d) the number of members of the bargaining unit who will be retiring within two (2) years; and

- e) historical data concerning resignations, retirements, deaths and leaves in the preceding five (5) years.

If the material made available under this section has not been published already, it shall be treated as confidential by the Committee.

- 1.06 In its report to the President, the Committee on Financial Exigency may specify the amount that, in its judgment, is required to meet the financial deficit and how that deficit may be met. Members of the Committee shall be free to submit minority reports.
- 1.07 Copies of the report submitted by the Committee on Financial Exigency to the President shall be made available forthwith to the Senate of the University and to the President of the Faculty Association.
- 1.08 If the Committee on Financial Exigency submits its report to the President within the four (4) weeks prescribed by Article 1.03 above, the President may forthwith recommend to the Board of Governors that it declare that a financial exigency exists, provided that their recommendations are in accord with the recommendations set forth in the Committee's report. If, however, the President proposes to make recommendations to the Board that are contrary to those of the Committee, he shall not so recommend until he has informed the Secretary of the Senate of the University and the President of the Faculty Association of the proposed recommendations together with the reasons for them and either two (2) weeks therefrom have expired or a meeting of the Senate has been held, whichever is the later.
- 1.09 If the Committee on Financial Exigency fails to submit its report within the time prescribed by Article 1.03 above, the President shall not recommend to the Board of Governors that it declare that a financial exigency exists until he has informed the Secretary of the Senate of the University and the President of the Faculty Association of their intention so to recommend together with the reasons for the proposed recommendation and either two (2) weeks therefrom have expired or a meeting of the Senate has been held, whichever is the later.
- 1.10 The President shall provide to the Senate of the University and to the President of the Faculty Association a copy of their recommendations to the Board of Governors together with the

reasons for them. The recommendations are to include a statement of the amount that is believed to be required to meet the deficit through the termination of appointments with review or without term.

- 1.11 When the Board of Governors, acting on the advice of the President who shall have followed the procedures outlined above, has declared a financial exigency the President shall inform the Senate of the University and the President of the Faculty Association of the declaration.
- 1.12 The University may, to the extent indicated by the President in their statement under Article 1.10 above, terminate the appointments of faculty members holding appointments with review or appointments without term or fail to renew a term appointment with review, when the Board of Governors has declared a financial exigency and the procedures set forth below have been followed.
- 1.13
  - a) If the President is satisfied that the University continues to face a financial exigency after the University has received the official notification of the operating grant allocated to it for any year succeeding that year in which a financial exigency has been declared he shall consult with a committee in accordance with the provisions of Articles 1.02 to 1.07 above and comply with Article 1.10 above.
  - b) A financial exigency shall continue until the Board of Governors declares that it is at an end.

## **Article 2. Prohibition of Appointments**

- 2.01 From the time of the claim by the President under Article 1.02 above that he is satisfied that the University faces a financial exigency, until either he decides not to recommend the declaration of a financial exigency to the Board of Governors, or such a declaration having been made, the Board of Governors declares that the financial exigency is ended, the University shall make no faculty appointment chargeable to the operating budget of the University unless that appointment:
  - a) comes within one of the categories of appointment exempted from termination or non-renewal under Article 4.05(a) below;
  - b) is made to maintain a function deemed essential to the academic program or operation of the University in

accordance with any applicable procedures in Article 4.02 below;

- c) is made to replace a faculty member who has been granted study leave where the appointment is temporary and can be justified as maintaining the integrity of a Department's or a Faculty's teaching activities as well as the practice of granting study leave; or
  - d) is to be filled by a person whose appointment is to be, or has been, terminated or not renewed under Articles 3 or 4 below.
- 2.02 Prior to authorizing an appointment with review or without term under Article 2.01(b) above, the President shall inform the President of the Faculty Association of the reasons why the proposed appointment is deemed essential.
- 2.03 It is understood that positions that become vacant during a financial exigency as a result of a decision not to renew an appointment with review or not to grant an appointment without term made under the provisions of Part 4: *Conditions of Appointment for Faculty* and not for reasons of financial exigency under this Agreement will be protected to be filled after the end of the financial exigency.

### **Article 3. Redundancy in a State of Financial Exigency**

- 3.01 After the declaration of a state of financial exigency, the University may terminate the appointment of a faculty member holding an appointment with review or an appointment without term, or not renew the appointment of a faculty member holding a term appointment with review, on the ground of redundancy when the Senate has recommended to the Board of Governors the discontinuance of (a) the administrative unit in which the faculty member holds their appointment (Faculty, Department, School, Institute or Centre), or (b) a Division, or (c) a Diploma or a Degree. For the purpose of this paragraph a faculty member shall be deemed to be within the Division or the Diploma or Degree program to which the greater part of their teaching responsibilities as well as their academic qualifications have related.
- 3.02 Nothing in Part 9 of this Agreement shall be interpreted to limit the provisions of Article 2.04 of Part 4: *Conditions of Appointment for Faculty* with respect to redundancy in periods

other than financial exigency.

#### **Article 4. The Termination or Non-Renewal of Appointments**

- 4.01 When it has been decided under Article 1 above that the termination or non-renewal of appointments is necessary, the President, having considered the advice of the Senate Budget Committee, shall decide on the extent of the budgetary reduction (in dollars) to be borne by each Faculty. They shall then so notify the Dean of the Faculty concerned and request them to recommend the names of members of their Faculty whose appointments should be terminated or not renewed. The Dean in consultation with an advisory committee, shall decide the amount of the budgetary reduction, if any, to be accomplished in a Department, School, Institute, Centre or Division through the termination or non-renewal of faculty appointments, and shall request the Head or Director concerned for their recommendations as to whose appointments should be terminated or not renewed in accordance with the provisions of Article 4.05 below, these recommendations to be submitted within a reasonable period fixed by the Dean.
- 4.02 a) i) Before responding to the Dean's request for their recommendations, the Head shall consult with a Departmental Committee composed of six (6) eligible members of the Department, two (2) to be appointed by the Head and four (4) to be chosen in accordance with procedures agreed upon between the Head and the eligible members of the Department and approved by the Dean, provided that the number of members of the Departmental Committee may be less than six (6) in the case of Departments with fewer than twelve (12) eligible members. The Head shall ensure that each member of the Department is informed of these procedures. For the purpose of this section, "eligible members" are those who hold appointments with review or appointments without term.
- ii) Consultation shall include consideration of all relevant information at formal meetings.
- iii) Members of the Department who are not members of the Departmental Committee may submit opinions in writing to the committee.
- iv) The Head shall chair the Departmental Committee but

shall not vote.

- v) The recommendations of the Departmental Committee shall be those of a majority.
  - vi) The recommendations of the Departmental Committee shall be accompanied by a record of the vote and may be accompanied by other information at the discretion of the Committee.
  - vii) Confidentiality shall be respected by all those participating in consultations.
- b)
- i) The Head shall forward to the Dean their own recommendations and those of the Departmental Committee.
  - ii) At the time these recommendations are forwarded to the Dean, the Head shall notify in writing each member of the Department whose name has been sent to the Dean of this recommendation and the basis for it. The member may submit to the Dean their own written comments on the recommendation within seven (7) days of receipt of the notification.

4.03 Having received the recommendations from the Head and all other relevant materials the Dean shall again consult an advisory committee on the selection of the faculty members whose appointments should be terminated or not renewed. They shall then submit their recommendations on the matter to the President together with the basis for them, provided that, if their recommendations are to include the name of a faculty member whose name was not recommended by the Head, the recommendation about that faculty member shall first be sent to the Head to be considered in accordance with the provisions of Article 4.02 above. If the recommendation of the Dean is not in accord with the recommendation of either the Head or the Departmental Committee, he shall inform the President and the Head of this difference and the basis for it. In any event, the entire recommendation and comments of the Head and the Departmental Committee shall be submitted to the President.

4.04 The Dean shall, at the time they send their recommendations to the President, notify in writing each faculty member who is being recommended for termination or non-renewal of appointment of this recommendation and the basis for it.

- 4.05 a) Before any members of a Department holding appointments with review or without term are considered for termination or non-renewal of appointment, the appointments of those faculty members holding term appointments without review shall not be renewed and the budgeted positions thus vacated shall not be filled, provided that an appointment or position may be maintained if:
- i) it is for a salary of less than five-eighths of the minimum salary of a sessional lecturer; or
  - ii) it is deemed necessary to maintain standards of clinical teaching involving patient care; or
  - iii) the majority of the salary for it is derived from funds outside the operating grant of the University; or
  - iv) it requires special qualifications or it maintains a function deemed essential to the academic program.

The exemptions under (iv) of this section shall be considered in accordance with Articles 4.02 and 4.03 above.

- b) The decision to recommend the termination or non-renewal of appointments with review and appointments without term shall be based on performance that is significantly less than satisfactory in view of the rank of the faculty member concerned. In determining the performance of a faculty member, teaching, scholarly activity, and service, as these terms are used in Part 4: *Conditions of Appointment for Faculty*, shall be considered, provided that, in the case of an Assistant Professor of Teaching or Associate Professor of Teaching, performance shall not be judged on scholarly activity. The assessment shall be made on performance over an extended period of time appropriate to the rank and field in question, taking particular account of recent activities. A significantly less than satisfactory performance in either teaching or scholarly activity may be counterbalanced only by excellent performance in the other. In identifying those faculty members to be recommended for termination or non-renewal of appointment under this paragraph, consideration shall first be given to those faculty members holding the rank of Assistant Professor for 10 years or longer; then to those faculty members holding the rank of Associate Professor for



12 years or longer; and finally, to all other faculty members regardless of rank or years of experience.

- c) If terminations or non-renewals of appointments are necessary in addition to those made under paragraph (b) above, they shall be made in inverse order of seniority across the Department as a whole, unless the Dean, in consultation with an advisory committee, decides that none, or all, or a portion of these terminations or non-renewals are to be made within a Division of the Department, the Division being listed in the Calendar of The University of British Columbia. For the purpose of this paragraph, a faculty member shall be deemed to be teaching within a Division only if the greater part of their teaching responsibilities as well as their academic qualifications relate to that Division. A faculty member may be exempted from termination or non-renewal of appointment under this paragraph if the majority of the salary for it is derived from funds outside the operating grant of the University. Furthermore, a faculty member may be so exempted because of exceptional academic contributions relative to rank and experience, or qualifications or contributions deemed to be essential to the academic program, provided that the exemption shall be considered in accordance with Articles 4.02, 4.03, and 4.04 above.
- d) For the purposes of paragraph (c), “seniority” means years of continuous service as a faculty member of the University in appointments with review and without term. If two or more members of a Department have equal seniority as defined, then, first, higher rank and, second, greater length of service in the higher rank shall confer greater seniority. Leaves of absence with or without pay shall not be regarded as interruptions of continuous service nor do they diminish seniority.

4.06 The procedures outlined above having been complied with, the President may, subject to Article 6 below, decide to recommend to the Board of Governors the termination or non-renewal of the appointment of a faculty member whose name has been recommended under Article 4.03 above.

4.07 The President shall, at the time they decide to recommend to the Board of Governors the termination or non-renewal of the appointment of a faculty member, inform them of the decision

and of the basis for it.

- 4.08 In a Faculty not having formal departmental organization, the Dean shall ensure that recommendations under this section are arrived at by procedures and arrangements consistent with those for Departments and Faculties. Schools, Institutes, and Centres shall follow the procedures for Departments.

#### **Article 5. Joint Appointments**

- 5.01 If a faculty member holds an appointment in more than one Faculty, Department, School, Institute, or Centre, each appointment is to be regarded as a separate part-time appointment. The termination or non-renewal of one such appointment does not require the termination or non-renewal of the other.

#### **Article 6. Review of Decisions**

- 6.01 A faculty member who has been notified by the President of their decision to recommend to the Board of Governors the termination or non-renewal of that faculty member's appointment on the basis of Article 4.05(b) above, shall have the right to have that decision reviewed by a Review Panel before the President so recommends to the Board. If they desire this review, he shall so inform the President and the chair of the Arbitration Board established under Article 13 of Part 4: *Conditions of Appointment for Faculty*, in writing within seven (7) days of the receipt of the notice from the President, and at the same time he shall specify the grounds for the review. The chair of the Arbitration Board shall pass on this information to the chair of the Review Panel that is to review the President's decision, as soon as that Panel is established.
- 6.02 A Review Panel shall be composed of three faculty members holding appointments without term with the rank of Professor at The University of British Columbia. They shall be appointed by agreement between the President and the President of the Faculty Association. In the absence of this agreement within seven (7) days, the chair of a Panel shall be chosen by lot from among the members of the Arbitration Board referred to in Article 6.01 above, and one member of the Panel shall be appointed by the President, the other by the President of the Faculty Association. A review panel shall be assigned to a case without reference to the identity of the faculty member under review, except that a faculty member who participated at any stage in the proceedings leading

to the recommendation under review shall not be a member of the Review Panel.

- 6.03 a) The Review Panel shall make available to the faculty member who has requested the review and to the University, copies of all written evidence tendered to it, provided that when evidence has been given on the understanding that the name of the person from whom it was received would not be disclosed, the substance of that evidence shall be made known to the faculty member and The University without disclosing its source.
- b) In exercising its function under this section, a Review Panel shall be confined to:
- i) the documents that were, or should have been, considered by the President in making their decision;
  - ii) the written statement of the faculty member requesting the review setting forth the grounds for it;
  - iii) the written response of the President to that statement;
  - iv) any oral statement made by the faculty member requesting the review, should they wish to appear before the Review Panel, or made by counsel or other adviser on their behalf, and any oral statement made by or on behalf of the President or their delegate in response thereto; and
  - v) any additional evidence relevant to questions before the Review Panel.
- c) If the member requesting the review chooses to appear before the Review Panel, they may be represented by counsel or other advisor.
- d) If the faculty member requesting the review chooses to appear before the Review Panel, the President or their delegate and other appropriate officers of the University (for example, Dean, Head) or their representatives, may also be present.
- e) If oral evidence is received by the Review Panel, either party to the proceeding shall have the right to cross-examine

the witness.

- f) The Review Panel may request clarification of the statements made by the faculty member requesting the review and by the President.
  - g) In proceedings concerning the termination of an appointment under Article 4.05(b), the burden of proof shall be on the University.
  - h) In a review under this section, the existence of a financial exigency or a redundancy shall not be called into question.
  - i) The only grounds for review shall be that: the procedures in Article 4 above have been properly complied with; and whether a reasonable person standing in the shoes of the President, having properly considered all relevant evidence, would probably have reached a different conclusion from the President.
- 6.04 A Review Panel shall conduct the review no earlier than four (4) weeks or later than six (6) weeks after the matter has been referred to it, and shall report its finding to the President and the faculty member requesting the review within two (2) weeks of commencing the review, provided that these times may be extended or shortened by the agreement of the President and the President of the Faculty Association.
- 6.05 If the Review Panel finds that the procedures required by Article 4 above have not been properly complied with, or that there has been a failure to obtain or consider relevant evidence, and that as a result a wrong decision may have been reached, the Panel shall identify the procedural errors in question or the evidence that should have been obtained or considered, shall direct that the matter be reconsidered in such a manner as it may deem necessary to remedy the defect and shall adjourn the proceeding until this reconsideration has been completed. When the Panel directs that a matter be reconsidered, the two (2) weeks specified in Article 6.04 within which the Panel shall report its finding shall begin to run on the eighth day after the President informs the chair of the Panel of their decision on the reconsideration of the matter.
- 6.06 The finding of a Review Panel shall be final and binding on the faculty member requesting the review and on the Parties to this Agreement.

- 6.07 When a termination or non-renewal of an appointment of a faculty member is recommended under Article 3 or 4.05(c) above, the faculty member concerned shall have the right to have the recommendation reviewed by a Review Panel constituted under Article 6.02 above. Insofar as they may be applicable, the provisions of Article 6 shall apply to this review, provided that the only ground of review shall be whether the greater part of the faculty member's teaching responsibilities and academic qualifications has been related to the Division, or to the Diploma or Degree program in question.

### **Article 7. Notice**

- 7.01 A faculty member holding a term appointment with review for one year shall be given at least three and one half (3.5) months' notice of the decision not to renew the appointment.
- 7.02 A faculty member holding a term appointment with review for more than one year or an appointment without term shall be given at least twelve (12) months' notice of the decision to terminate or not to renew the appointment.
- 7.03 In all cases the notice shall be in writing.

### **Article 8. Compensation**

- 8.01 Subject to Article 8.03 below, a faculty member whose appointment with review has been terminated or not renewed shall be paid from the date on which the termination or non-renewal takes effect, a sum equivalent to six months' salary, such sum to be paid in monthly installments equal to the monthly salary paid to them immediately before the termination or non-renewal.
- 8.02 Subject to Article 8.03 below, a faculty member whose appointment without term has been terminated, shall be paid from the date on which the termination of appointment takes effect, a sum calculated on the basis of one month's salary for each year of continuous service in an appointment with review or without term, to a maximum of twenty-four (24) months' salary, such sum to be paid in monthly installments equal to the monthly salary paid to them immediately before the termination, provided that the sum that shall be payable to them under this section shall not be less than six (6) months' salary.
- 8.03 In the event that the faculty member whose appointment has

been terminated obtains academic employment elsewhere comparable to their appointment at The University of British Columbia before the payments to be made to them under Articles 8.01 and 8.02 have been completed, he shall be paid one half of the remaining entitlement calculated from the date on which the employment takes effect.

- 8.04 a) For the purposes of this section, “years of continuous service” includes (i) periods of paid leave, and (ii) periods of unpaid leave that were granted so that the faculty member concerned could accept a teaching exchange appointment, academic fellowship, research grant, or similar award. Leaves with or without pay do not interrupt continuous service.
- b) For the purpose of calculating years of service, all appointments shall be deemed to have commenced on July 1 of the calendar year in which the appointment began.
- c) Compensation shall be calculated on the following basis:
- i) for years of full-time service, the salary at the time of termination or non-renewal if it is for full-time service, or if it is at that time the salary for part-time service, that salary prorated to a full-time salary;
  - ii) for years of part-time service, the salary as determined under (i) of this paragraph multiplied by the fraction of the appointment.
- d) When a faculty member has held an appointment without term (grant) under Article 8.02 of Part 4: *Conditions of Appointment for Faculty*, compensation shall be determined on the basis of the fraction of the University’s contribution to that salary.
- 8.05 During the period when he is being paid compensation under this Article, a faculty member shall continue to receive benefits (including the University’s contribution to the Pension Plan), except Group Total Disability Insurance Coverage.

### **Article 9. Preference for Re-appointment**

- 9.01 If, during the course of a financial exigency or within two (2) years from the time that the Board of Governors declares that the financial exigency is ended, a vacancy occurs in a Department:

- a) The position shall be offered to an individual who is suitably qualified for that position and whose appointment was terminated or not renewed last in that Department under Article 4.05(c) above on the basis of inverse seniority, and who has kept the University informed of their current postal address.
  - b) If no suitably qualified individual is found following the procedures of paragraph (a) above, the position shall be offered to an individual who is suitably qualified for that position and whose appointment was terminated or not renewed last in any other Department under Article 3 above or Article 4.05(c) above on the basis of inverse seniority and who has notified the University that they wish to be considered for appointment in the Department concerned.
  - c) Only if no suitably qualified individual is found following the procedures of paragraphs (a) and (b) above may the vacancy be generally advertised, subject always to Article 2 above.
- 9.02 Suitability under Article 9.01 above shall be determined in accordance with the University's normal appointment procedures. The sole criterion shall be whether the qualifications and experience of the individual enable them satisfactorily to fill the position.
- 9.03 If there are two or more equally qualified individuals for a position under this section, the position shall be offered to the individual with greatest seniority in the University.
- 9.04 If appointments are terminated or not renewed in accordance with Article 3.01 or 4.05(c) and if new positions are established elsewhere in the University to assume part or all of the teaching functions of the administrative unit, Division, or Degree or Diploma program in question, the faculty members whose appointments have been terminated or not renewed shall be accorded preference for reappointment in the Department in which the positions have been established in accordance with paragraph 9.01(a).
- 9.05 For purposes of calculating years of service under Article 2.03 of Part 4: *Conditions of Appointment for Faculty*, a faculty member whose appointment with review has been terminated under Article 1 or 3 above and who is subsequently reappointed to a term appointment with review, may select one of the

following:

- a) the appointment shall be deemed to have commenced on July 1 of the calendar year in which the reappointment takes effect; or
  - b) all years of continuous service at the University in an appointment with review prior to the termination or non-renewal of that appointment shall be taken into account.
- 9.06 Notwithstanding the provisions of Article 8 above, the number of months of compensation to which the faculty member is entitled shall not exceed the number of months from the termination or non-renewal of an appointment to the individual's reappointment. Upon the effective date of reappointment, eligibility for compensation ceases and any compensation already paid out which exceeds the individual's entitlement shall be repaid to the University.
- 9.07 During the course of a financial exigency and for a period of two (2) years from the time that the Board of Governors declares that the financial exigency is ended, an individual whose appointment has been terminated or not renewed under this Agreement shall be entitled to use the University Library on the same basis as faculty members.
- 9.08 Notwithstanding Article 9.01 and 9.07 above, no individual shall have any claims under this section after a period of four (4) years has elapsed from the date of notification of the termination or non-renewal of that individual's appointment.
- 9.09 An individual who rejects a position offered to them, which is comparable to the one they held at the time of termination or non-renewal, shall forfeit all claims under this section. On the other hand, an individual who accepts a position offered to them which is not comparable, shall not lose their rights under this section.
- 9.10 The University will make every reasonable effort to redeploy faculty members whose appointments are about to be terminated or not renewed under Article 3 or Article 4.05(c). Redeployment shall be carried out in accordance with any applicable procedures in Article 9.01–04 and 9.06 above.

#### **Article 10. Acquired Rights**

- 10.01 Any rights acquired under the Agreement by an individual



whose appointment has been terminated or not renewed shall not be affected by the subsequent termination or amendment of this Agreement.

**Article 11. Concluding Provisions**

- 11.01 The reference to a matter in this Agreement shall not be taken as indicating that such a matter is, or was intended to be, included within the scope of Article 8.01, paragraphs (d) and (e) of Part 1: *Framework for Collective Bargaining* between the University and the Association, dated April 3, 1979, as amended, or as indicating that such a matter is included in, or excluded from, the term “university governance” as used in Article 10.02 thereof.
- 11.02 The provisions of Articles 16, 17, and 18, of Part 4: *Conditions of Appointment for Faculty* between the University and the Association dated May 1, 1980, as amended, shall apply to this Agreement, provided that (i) it is to be submitted for ratification only to faculty members of the bargaining unit of the Faculty Association, and (ii) that the number of copies of this Agreement to be given to the Faculty Association under Article 19 shall be only one hundred (100).
- 11.03 The Agreement may be terminated after five (5) years from the date of its entry into force by either Party by giving six (6) months’ written notice to the other Party. This notice may be given during the fifth year of the Agreement to take effect at the end of that year, or thereafter to take effect at a date not less than six (6) months later.

**Signed effective this day the 9<sup>th</sup> day of March 1984**