Collective Agreement

between the

University of the Fraser Valley Faculty and Staff Association

and the

University of the Fraser Valley Board

April 1, 2012 - March 31, 2014

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AGREEMENT

BETWEEN: THE UNIVERSITY OF THE FRASER VALLEY BOARD

AND: THE UNIVERSITY OF THE FRASER VALLEY FACULTY AND STAFF ASSOCIATION

ARTICLE 1: THE AGREEMENT

1.1 Parties to, and Purposes of, the Agreement

The parties to this Local Agreement, the UFV Board and the UFV Faculty and Staff Association:

(a) desire to promote fair and proper conditions and terms of appointment for employees;

(b) recognize that the essential functions of UFV are to provide a wide range of educational programs to extend the opportunity for post secondary education, and to provide a program of continuing education for the use of the community, and that the performance of these functions is enhanced by regular, harmonious relations, and by the mutually respectful and peaceful settlement of disputes and misunderstandings.

1.2 Definitions

Academic Year: A period of one (1) year beginning September 1 annually.

Administrator: A supervisor not included in the bargaining unit.

Appointment Year: Any period of three hundred and sixty-five (365) consecutive calendar days, commencing on the first work day of an employee's appointment, or on such other date as may be specified at the time of the appointment.

Association: The UFV Faculty and Staff Association (University of the Fraser Valley Faculty and Staff Association).

Auxiliary I Worker: Any worker appointed for a limited period on a day-to-day basis, whether for a full day or part of a day, normally for the purposes of substitution for other workers or employees for reasons of illness or leaves of short duration, or other emergency circumstances. Auxiliary I category of worker is not included in the bargaining unit as defined in Article 2.1 (Bargaining Unit Defined), and is not covered by this Agreement. This category of worker moves into Auxiliary II after completing 140 hours as an Auxiliary I worker.

Auxiliary II Employee Any employee appointed for a limited period on a day-to-day basis, whether for a full day or part of a day, normally for the purposes of substitution for other employees for reasons of illness or leaves of short duration, or other emergency circumstances. Auxiliary II category of employee is included in the bargaining unit as defined in Article 2.1 (Bargaining Unit Defined), and is covered by this Agreement. Appointment to an Auxiliary II position will be made when an Auxiliary I worker has worked more than 140 hours in a year.

Bargaining Unit: The unit for which the Association is certified by the British Columbia Labour Relations Board and described in Article 2.1 (Bargaining Unit Defined).

Association Board

Bumping (Displacing) Rights:	"Bumping rights" or "displacing rights" refers to the rights of an employee who is the subject of a layoff, to use his/her UFV seniority to claim another job within the service of UFV, subject to the qualifications and conditions provided in this Agreement.
Collective Agreement:	An agreement resulting from collective bargaining between The Association (UFV-FSA) and the University of the Fraser Valley (UFV-Board).
Committee of Officers:	The Committee of Officers of the Association as defined by the Constitution of the Association.
Consultation:	"Consultation" shall be understood to mean a process through which the Employer will deliberate with the Association with regard to some specified issue or matter. In the context of this Agreement, the consultation process is intended as a vehicle through which the Employer will seek the advice or opinion of the Association, and through which the parties may make known their respective views and opinions, but it is not intended to connote consensus or mutual agreement.
Continuing Studies Instructors:	Instructors hired on specified term contracts to teach Continuing Studies activities. Continuing Studies Instructors may not be members of the bargaining unit.
Director:	A professional employee assigned by the Employer primarily to direct the work of a specific department or work group and paid according to the salary schedule described in Article 22.11 (Directors' Schedules).
Education Advisor:	Employees in these positions are designated to be part of the faculty bargaining component.
Employee:	An employee shall mean any person employed by UFV who is covered by the certification granted to the UFV Faculty and Staff Association by the Labour Relations Board of British Columbia on June 14, 1977 and varied on November 7, 2008.
Employer:	The Board of Governors of the University of the Fraser Valley.
Excluded Employee:	An employee of UFV who is not a bargaining unit member covered by the certification granted to the UFV Faculty and Staff Association.
Faculty:	An employee hired on an ongoing Type B Contract whose duties are primarily instructional.
Faculty Workload Fraction	The fraction of a full-time Type B contract that a Faculty member in that area normally holds.
Joint Committee:	A committee with representation from the Association and the Employer which meets according to terms of reference described in the Agreement, and makes decisions by consensus of the parties rather than by majority vote.
Layoff:	The involuntary cessation of employment or involuntary reduction of an employee's number of hours at work, by the Employer, for reasons which do not include dismissal, suspension, leave of absence, short term disability leave, long term disability leave or resignation.
Leave:	Leave of absence from duties with the permission of the Employer, either with or without pay.
Limited Term Employee:	A faculty employee hired for a specified term of twelve (12) months with no implication of renewal or continuation beyond the stated term.
President:	The Chief Executive Officer of the University of the Fraser Valley.
PSEA:	The Post-Secondary Employers' Association

Association Board

PSEC:	Post-Secondary Education Council
Scholarship and Scholarly Activity:	These activities include, but are not necessarily limited to, writing and publishing of books, articles and training or user manuals; conducting research; presenting workshops; presenting papers or being a panel member at a conference; developing media resources such as computer software or video or slide material; compiling scholarly bibliographies and annotated resource lists; reviewing journals, books or productions; translating material of scholarly interest; developing innovative teaching techniques; course development for new course offerings; creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel; and inventing or enhancing a piece of equipment or a physical instrument. The product of scholarly activity is expected to be presented in appropriate forums, such that others may benefit from it.
Sessional:	A faculty employee hired to instruct one or more course offerings on a term-by-term contract basis.
Semester-based Programs:	Those instructional programs offered in semesters normally including 14 weeks of instruction and a final exam period.
Senior Administrator:	Any one of the President, Vice-Presidents, Associate Vice-Presidents or Deans.
Seniority:	An employee's total length of service with UFV, as calculated in Article 15.1 (Calculation of Seniority).
Staff:	An employee (primarily non-instructional) hired on any one of the following contracts: • Type A; • Type C; • Type D; or • Auxiliary II.
Student Workers:	Current UFV students who are hired for limited employment roles consistent with the intent of Article 12.17 (Student Worker Appointment) and excluded from the Association.
Supervisor:	An employee with the specific responsibility assigned by the Employer to supervise other employees or workers.
Temporary Vacancy:	A position which is temporarily unoccupied.
Type A Employee:	Full or part-time ongoing permanent appointment to a staff position.
Type B Employee:	Full or part-time ongoing permanent appointment to a faculty position.
Type C Employee:	A staff employee, hired on an SAC, to a position with a set location and hours, contracted for more than 50% of an annual duty load for a specified term not to exceed one year.
Type D Employee:	A staff employee, hired on an SAC, to a position with a set location and hours, contracted for less than 50% of an annual duty load for a specified term not to exceed one year.
Vacancy:	An unoccupied position within the bargaining unit. Vacancies will be filled as in ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT).

Association Board

Work Day: Any day for which an employee is entitled to receive straight time pay for work performed and includes paid leave, statutory holidays, and annual vacations. The expression does not suggest a work day of any particular duration. Rather, the duration of any particular work day depends upon the type of appointment held by the employee, and the applicable provisions of the Agreement.

1.3 Impact of Legislation: Existing and Future

(a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any applicable existing or future federal or provincial legislation, or regulations passed pursuant to such legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such applicable federal or provincial legislation or regulations, then such term, condition or provision or part thereof is void and of no effect.

(b) In the event that any applicable existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

(c) The parties agree that they will comply with any applicable existing or future federal or provincial legislation or regulations passed pursuant to such legislation.

(d) Where it is argued that an employee's rights under relevant statutes are being violated, the first recourse of the employee may be through the grievance procedure.

(e) In addition to the provisions of this Agreement, those statutes and regulations that come within the jurisdiction of the Ministry of Labour of British Columbia, and also the Human Rights Code of British Columbia, will govern Employer-Human Resources.

(f) Amendments to this Agreement may be negotiated at any time where the parties jointly agree:

(i) that legislation adopted by the Province of British Columbia or the Government of Canada subsequent to the signing date of this Agreement necessitates immediate revisions to the Agreement, or

(ii) that the University finds itself unable to obtain sufficient funds to meet its commitments under the provisions of this Agreement, or

(iii) that for any other reason, the Agreement requires amendment because of other circumstances not extant or contemplated as of the signing date of the Agreement.

1.4 Use of Singular Terms

Wherever the singular is used, the reference shall include the plural where the context so requires.

1.5 Contract Interpretation Owing to Major Revision

UFV and the FSA agree that all title and re-ordering changes reflected in this Agreement will not result in any consequential changes in contract interpretation. Reference to previously cross-referenced Articles, Appendices or Schedules of the previous Collective Agreement are deemed to remain intact.

Association Board

ARTICLE 2: ASSOCIATION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall consist of all employees of UFV, with the exception of those persons who perform duties that under the Labour Relations Code of BC are reasons for exclusion.

(b) There are two reasons for determining that a person is not an employee under the Code and, therefore, excluded from a bargaining unit:

- because the person performs the functions of a manager or superintendent, or
- because the person is employed in a confidential capacity related to labour relations or personnel.

Persons are excluded in order to avoid a potential conflict of interest between their loyalties to the employer and to the bargaining unit. The two most important factors in determining whether there is a sufficient conflict of interest to justify exclusion are:

- involvement in discipline and discharge, and
- labour relations input.

Another factor is involvement in the hiring, promotion and demotion of employees.

Persons meet the "confidentiality" exclusion where, as a substantial and regular part of their job, they are dealing in matters of a confidential nature which relate to labour relations or personnel.

(c) The parties may, from time to time and by mutual agreement, exclude additional positions from the bargaining unit.

(d) The list of excluded positions agreed to is found in Appendix C.

2.2 Recognition of the Bargaining Agent

UFV recognizes the Association as a trade union pursuant to the Labour Code of British Columbia, with all rights and responsibilities attendant upon such status. More particularly, UFV recognizes the Association as the exclusive bargaining agent for all members of the bargaining unit.

2.3 No Other Agreement

No employee covered by the Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

2.4 Recognition of Representatives

(a) The Employer recognizes the Committee of Officers of the Association for the purpose of relations between the Employer and the Association arising out of this agreement. No employee or group of employees shall represent the Association at meetings with the employer without proper authorization of the Committee of Officers.

(b) The Employer recognizes the Association's right to designate Association Stewards authorized to take up employee grievances through the grievance procedure. The Employer and the Association will agree on the number of stewards, taking into account both operational and geographic considerations. The maximum number of Association stewards will not exceed twelve (12).

Association Board

(c) The Association will provide Human Resources with a list of the employees designated as Association Stewards and indicate the jurisdiction of each steward on an annual basis, normally within five (5) working days of the annual election of stewards. Stewards shall process grievances only within their area unless otherwise mutually agreed.

2.5 Association Activities

(a) Employees who are members of the Committee of Officers of the Association may be allowed up to four (4) hours per month to attend Association Meetings. It is understood that meeting times will be scheduled so as to minimize disruption to the operation of UFV. Hours may not be accumulated from month to month.

(b) In any one (1) contract year, all members of the Association shall be allowed to attend up to two (2) general meetings of the Association during UFV hours.

(c) An Association Steward who is assisting in the resolution of a legitimate employee grievance shall be permitted to attend meetings between the employer and the association on the Employer's property without loss of pay or recorded work time.

(d) An Association Steward, shall obtain the permission of his/her manager before leaving work to perform duties as a steward. Consistent with Article 2.5(c), time off for processing grievances shall be granted to a steward by the exempt supervisor following a request, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the exempt supervisor shall arrange for time off at the earliest possible time thereafter. On resuming his/her normal duties, the steward shall notify his/her supervisor.

(e) A record of a steward's work time spent on grievances on behalf of the Association shall be maintained on a basis mutually agreeable between the Association and the department involved. In the event the Employer determines that the amount of work time used by any steward is unreasonable, it may become a topic for mutual discussion between the parties.

(f) The Employer shall grant, on written request from the Association, release time specified for the purpose of attending training programs, conventions or other events deemed to require representation from the Association, to any Association Officers, and Association Stewards as designated in Article 2.4(b) of this Agreement.

(g) Association Stewards shall be permitted eight (8) hours of release time in each year of this Agreement to participate in steward training programs.

(h) All such releases will be granted as per Article 2.6(f).

(i) The Association shall submit to Human Resources and the appropriate administrator at least one (1) month in advance the names of those stewards for whom the Association is requesting release. The Employer must be satisfied that the granting of a particular request for leave will not be in conflict with or disruptive to the operation of UFV; however, releases will not be unreasonably denied.

2.6 Leaves of Absence: Association Business

(a) The Employer shall grant, on written request from the Association to Human Resources and to the appropriate exempt administrator, release time for Employees elected to positions with the Association.

Association Board

(b) Requests for leaves of absence will be made by the Association in writing to the Associate Vice President, Human Resources and the appropriate exempt administrator as soon as possible after the AGM, but no later than June 1 for Fall semester leaves and November 1 for Winter semester leaves.

(c) The Employer must be satisfied that the granting of a particular request for leave would not be in conflict with or disruptive to the operation of UFV.

(d) The Employer agrees that, with the exception of 3 full-time leaves, the granting of leave in excess of halftime for any one individual is subject to the University's educational requirements; approval shall not be unreasonably withheld.

(e) To facilitate the operation of the Collective Agreement and employer-employee relationships, the Association is entitled to be reimbursed for a one-quarter full-time per annum release. This will be equivalent to twenty-five percent of a top of scale faculty salary.

(f) Leaves of absence for employees elected to positions with the Association shall be at full replacement cost, including the cost of wages, benefit premiums, statutory holiday pay, vacation pay and payroll burdens which attend the replacement. It is understood that UFV neither makes a savings nor experiences a cost in the replacement process.

(g) Where an Association leave of absence results in the posting of the resulting vacancy as a permanent position, the Association and the Employer recognize that the employee on leave will exercise bumping rights at the end of the leave.

(h) An Association member selected for a full-time position in the Federation of Post-Secondary Educators or in any successor organization to FPSE shall be granted a full-time unpaid leave of absence subject to the following conditions:

(i) As soon as possible in advance of the leave, the Association shall notify the Employer of the possibility of this clause being invoked. Notwithstanding the foregoing, the Association shall provide the Employer with written notice by June 1 for Fall leaves and November 1 for Spring leaves;

(ii) An Association member on leave under this clause shall continue to receive full salary and the benefits from the Employer, and the Association shall, on a monthly basis, reimburse the Employer for the full amount of the member's salary and benefits on a monthly basis.

2.7 UFV Board Information

Both the Employer and the Association will furnish, in advance, copies of their respective Agenda and other public information assembled for their regular meetings. Approved Minutes of regular meetings of the Association and of the Board will be exchanged. The Association shall have a place on the Agenda of all public UFV Board meetings.

The Board will provide to the Association, upon request, details of approved budgets and a summary of the proposed budget.

The Board will forward a copy of any newly implemented or revised UFV policy statements dealing with conditions of employment, immediately that such policy statements are adopted by the Board.

Association Board

2.8 Budget Review

It is agreed by the Board and Management that the Association shall have the right to peruse the details of the UFV budget and further to review the details of each year's budget. It is further agreed that the aforementioned review will take place in a consultative spirit and in a timely fashion as may be required by both parties. Consultation will be among the Associate Vice President of Finance, Associate Vice President of Human Resources, Vice President Academic, Association Contract Chair, Association Agreement Chair and one other person designated by the Association.

2.9 Consultation

The Association, Administration and Board of UFV agree to operate on a basis of consultation on the present and future operation of UFV realizing that the joint time and effort in planning will result in the best educational operation for all concerned.

2.10 Technological and Structural Change Consultation Including Cost Recovery Programs

Where new modes or models of instruction or other service delivery are contemplated, the proposal will be brought to a committee of management and the Association for discussion and consultation. The committee's findings and conclusions shall not be binding on either party, but shall provide a continuing forum for discussion and resolution of problems. Any decision taken will respect UFV's commitment to equitable and comparable compensation, while recognizing that UFV wishes to be flexible and competitive in attracting non-base budget funded programs. The committee shall consist of Association members, selected by the Association from among the general membership and from among those affected by the change, and management representatives as appointed by management.

2.11 Continuing Discussions

Subject to this Agreement, the Employer agrees to continue to discuss practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion.

2.12 Use of UFV Services

The Employer agrees to provide the Association access to UFV services such as typing, postage, copying, and supplies.

The Association agrees to reimburse the Employer for services at cost to UFV.

2.13 Copies of Contract

The Employer shall provide an electronic copy of this Collective Agreement to each employee within twenty (20) work days of entry into force of this Agreement as described in ARTICLE 5: (TERM OF THE AGREEMENT), unless unusual circumstances make this impossible. In such an event, the Association will be notified of the problem as soon as possible, and in any case fifty (50) copies of all negotiated contractual changes will be supplied to the Association within ten (10) UFV working days of entry into force of this Agreement, as described in ARTICLE 5: (TERM OF THE AGREEMENT).

Association Board

ARTICLE 3: ASSOCIATION DUES AND MEMBERSHIP IN THE ASSOCIATION

3.1 Condition of Employment of Employees

The Employer shall make it a condition of employment of members of the bargaining unit that each such member shall pay membership dues to the Association in an amount fixed by the Association in accordance with its Constitution.

3.2 Employer Shall Acquaint New Employees

The Employer shall acquaint new employees with the fact that a collective agreement is in effect. New employees shall be presented with an electronic copy of the Agreement.

3.3 Deductions

(a) Deductions shall be made bi-monthly for membership dues and for any assessments levied by the Association. Deductions shall be considered as owing in the month for which they were so deducted.

(b) The Employer shall, within one (1) month, forward to the Association the total amount of deductions collected, together with a list of employees from whom deductions were made in that month, and with the amounts deducted from each employee.

(c) The Association shall advise the Employer in writing of the amount to be deducted until changed by further written notice to the Employer by the Association.

Association Board

ARTICLE 4: EMPLOYER RIGHTS

4.1 Employer Rights and Direction of Work Force

(a) The Management of UFV and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement. The Association agrees that all employees shall be governed by all policies adopted by the Employer and implemented by the Administration, and published to employees on the UFV website or by general distribution, provided such policies are fair, reasonable and are not in conflict with this Agreement.

(b) Where Association members are assigned the duties and responsibilities of supervising members, these duties and responsibilities may include employee performance management, which includes:

(i) providing the appropriate exempt supervisor with an assessment of an employee's performance and suitability for reappointment or continuing appointment under Article 13.1(b).

(ii) taking informal and formal disciplinary measures, in consultation with the appropriate exempt administrator and/or AVP, Human Resources, under ARTICLE 14: normally up to and including the issuance of verbal warnings, letters of reprimand and adverse evaluation reports.

(c) Where Association members are expected to assume administrative responsibilities for faculty members, for example when serving as Department or Program Heads, their role in supervising colleagues shall be limited to an advisory or formative capacity. Disciplinary actions and evaluation issues of a negative nature constitute direction of the workforce and must be taken by the appropriate Deans.

No Association member who has acted in an advisory or formative capacity during the informal resolution of a conflict shall act as an adjudicator or as a witness to the formative or advisory activities in any subsequent disciplinary process.

4.2 Employment Qualifications

(a) In relation to employment within UFV, it lies with the Employer to determine whether a candidate for first employment, or an existing employee, has the skills, qualifications and abilities which are required to assume a position and perform the tasks involved in that position. This determination by the Employer will arise in a variety of employment circumstances, including the filling of vacancies on a temporary or permanent basis, promotions, transfers, substitutions, return from long term disability leave, and in connection with layoff, recall and bumping.

(b) In cases where layoff, recall or bumping are not involved, the Selection Advisory Committee process as per ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT) shall be used subject to 4.2 (c), (d), and (e) below.

(c) In making determinations about the qualifications, abilities and skills of an employee, the Employer is obligated to make judgments based on fair and objective standards. The Employer must not treat any employee in a manner which is arbitrary, discriminatory, capricious or unreasonable.

(d) The determinations of the Employer must be made within the parameters of the requirements of the applicable job description, and the relevant selection criteria established for the position.

Association Board

(e) When new staff positions are created or existing positions have changes to duties, education, or experience, the Director of Human Resources and an Association member of the JCAC will meet to review the position prior to circulation to determine in which pay group the position should be placed.

Association Board

ARTICLE 5: TERM OF THE AGREEMENT

This Agreement shall come into effect as of April 1, 2012 and shall expire as of March 31, 2014 for all issues. Where the parties undertake to renegotiate this Agreement in accordance with ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT), the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded, or the right to strike or lockout occurs and is exercised, whichever first occurs.

In the event of a labour disruption Association members will have the responsibility of animal care.

This Agreement and each Agreement negotiated pursuant to ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT) shall enter into force upon signature by the Chair of the UFV Board Negotiation Team and the President or Contract Chair of the UFV Faculty and Staff Association, following ratification by the Board and ratification by the Association in accordance with ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT).

Association Board

ARTICLE 6: RENEGOTIATION OF THE AGREEMENT

6.1 Call for Renegotiation

The Association or UFV may, by written notice given within the last four (4) months of the Agreement, call on the other party to renegotiate this Agreement.

6.2 Representation

In the event there is a call to enter into renegotiation of this Agreement, the party calling for negotiations shall advise the other party of the person(s) who shall represent it in negotiations, and in reply the other party shall advise the party calling for negotiation of the person(s) who shall represent its interests.

6.3 Options on Expiry of Agreement

If an agreement has not been reached on all items by the expiry date of this Agreement the parties may, by mutual agreement, submit unresolved matters to a third party for resolution, or either party may employ whatever economic sanctions as may be lawful.

6.4 No Strike/No Lockout During Term

(a) The Association shall not declare, authorize, ratify or in any way participate in a strike during the term of this Agreement, and no employee shall strike during that period.

(b) The Employer shall not lock out its employees during the term of this Agreement.

Association Board

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance shall be defined as any dispute between the parties to the Collective Agreement relating to the interpretation, application, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

7.2 Informal Resolution

(a) Every effort shall be made to resolve problems through informal channels before using the formal process. The affected employee will request a meeting with the appropriate Supervisor in an attempt to discuss and resolve the problem before a grievance is initiated. The Area Steward or appropriate Contract Administrator of the Association may attend the meeting at the request of either the affected employee or the Supervisor.

(b) Any informal resolution of a problem shall be consistent with this Agreement. If the Association is of the opinion that a problem has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may grieve the resolution.

7.3 Procedures: Initiation of a Formal Grievance

(a) All formal grievances shall be initiated in writing by the Association.

(b) Except where specified otherwise elsewhere in this Agreement, all grievances will commence at Step One. Thereafter, the subsequent steps will be followed sequentially unless a grievance is resolved, withdrawn, or otherwise disposed of, or the parties mutually agree to handle a particular grievance in a different manner.

7.4 Step One: Appropriate Exempt Supervisor

(a) The Area Shop Steward or the appropriate Contract Administrator will submit the grievance to the appropriate Exempt Supervisor and forward a copy of the same to the Associate Vice President, Human Resources.

(b) The grievance will state the Association's understanding of the facts giving rise to the grievance, identify the provisions of the Agreement alleged to be violated, and indicate the remedy requested.

(c) The grievance must be filed within 20 work days from:

(i) the date of the occurrence of the grievable event, or

(ii) the date on which knowledge of the grievable event can reasonably be attributed to the affected employee or the Association.

(d) The Exempt Supervisor and the Area Shop Steward or Contract Administrator will meet within 5 work days of receipt of the grievance by the Exempt Supervisor to discuss and attempt to resolve the grievance. Failing resolution, the Association must advance the grievance to Step 2 within 10 work days after the meeting.

7.5 Step Two: Appropriate Vice-President

(a) The appropriate Contract Administrator or representative will submit the grievance to the appropriate Vice-President and forward a copy of the same to the Associate Vice President, Human Resources. The Vice-President or his or her designate must hold a meeting within five (5) work days with the affected employee's immediate supervisor, the Contract Administrator or representative, and the employee if the employee wishes to attend, and attempt to resolve the matter.

(b) Within ten (10) work days of this meeting, the Vice-President or designate must inform the Association, in writing, of the decision and the reasons for the decision.

7.6 Step Three: President

(a) The appropriate Contract Administrator or representative will submit the grievance to the President, who may designate an administrator to respond to it.

(b) The President or designate must hold a meeting within five (5) work days with the Contract Administrator or representative in an attempt to resolve the matter.

(c) Within ten (10) work days of this meeting, the President or designate must, in writing, inform the Association of the decision and the reason for the decision.

7.7 Step Four: Referral to Arbitration

If either party wishes to pursue a grievance beyond Step Three, the party must refer the matter to the arbitration under ARTICLE 8: ARBITRATION within ten (10) work days of the date on which Step Three is completed.

7.8 Tenure and/or Promotion Grievance

(a) The grounds for lodging a grievance on a tenure and/or promotion decision shall be limited to material procedural irregularities or error or errors in the application of the tenure and promotion procedures. A grievance cannot be filed on the basis of substantive grounds involving the application or interpretation of the criteria for tenure and/or promotion.

(b) The onus of proof shall be on the party filing the grievance.

(c) The grievance procedure shall commence at Step Three and the grievance will be presented directly to the Contract Administrator or the President, as applicable.

(d) The Contract Administrator and the President or designate must call a meeting within five (5)work days in order to discuss the grievance.

(e) Within ten (10) work days of this meeting, the responding party must answer the grievance in writing, giving reasons for its position.

(f) The resolution of a successful grievance cannot direct a decision on tenure or promotion. The resolution should identify the defect and make recommendations on how the defect should be remedied.

(g) Where no satisfactory grievance resolution is reached, either party may refer the grievance to arbitration under ARTICLE 8: ARBITRATION, provided that the notice in writing of the referral to arbitration is given to the other party within five (5) work days of the receipt of the position or decision provided by Article 7.8(e) above.

7.9 Policy Grievance

(a) Where either the Association or the Employer disputes the general application, interpretation, or alleged violation of an article of this Agreement, the grievance procedure shall commence at Step 3 and the grievance will be presented directly to the Contract Administrator or the President, as applicable.

(b) The Contract Administrator and the President or designate must call a meeting within five (5) work days in order to discuss the grievance.

(c) Within ten (10) work days of this meeting, the responding party must answer the grievance in writing, giving reasons for its position or decision.

(d) Where no satisfactory agreement is reached, either party may refer the grievance to arbitration under ARTICLE 8: ARBITRATION, provided that notice in writing of the referral to arbitration is given to the other party within five (5) work days of the receipt of the position or decision provided by Article 7.9(c) above.

7.10 Time Limits and Procedures

(a) The time limits and procedures fixed in this grievance procedure may be altered by mutual consent of the Association and the Employer. No reasonable request for alteration of time limits will be refused by either party, as for example, when the principals to a grievance are unable to meet within prescribed time limits due to scheduled vacations.

(b) In the event that the Employer does not respond to a grievance within the specified time limits, the Association may require that the grievance proceed to the next step.

(c) In the event that the Association does not respond to a grievance within the specified time limits, the grievance will be deemed to have been withdrawn.

7.11 Grievor Error Without Prejudice

No grievance shall be denied in the event the affected employee or the Association errs in reference to the section of the Agreement cited.

ARTICLE 8: ARBITRATION

8.1 Arbitration of Grievance

Any grievance may be referred to arbitration according to Article 7.7 (Step Four: Referral to Arbitration) or to Section 87 of the Labour Relations Code, after the grievance procedure has been exhausted as provided in ARTICLE 7: (GRIEVANCE PROCEDURE).

8.2 Initiation of Arbitration

The party wishing to initiate arbitration shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the arbitration board. After receiving such notice and statement, the other party shall, within eight (8) work days, appoint its representative on the arbitration board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chair. Should the representatives fail to select such a third member within eight (8) work days from the appointment of the last representative, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint a Chair. Expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chair shall be shared equally between the parties.

8.3 Reference to Single Arbitrator

Notwithstanding the provisions of Article 8.2 (Initiation of Arbitration) preceding, the parties may, by mutual agreement, refer an unresolved dispute to the binding decision of a single arbitrator. In such instances, if the parties are unable to agree on a mutually acceptable arbitrator within eight (8) work days of their joint decision to refer the matter to a single arbitrator, either party may ask the Director of the Collective Agreement Arbitration Bureau to make the appointment. The expenses and compensation of a single arbitrator shall be shared equally between the parties.

8.4 Report of Arbitration Board

Within ten (10) work days following the establishment of the board of arbitration, it shall report its decision on the grievance. The majority decision of the board shall be final and binding on all persons bound by this Agreement.

8.5 Decision of Arbitration Board

The decision of the arbitration board shall be final and binding on both parties.

The arbitration board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

Where a decision on tenure and/or promotion has been grieved, the power of the arbitration board shall be limited to making one of the following decisions:

(a) Dismiss the grievance and uphold the decision of the President;

(b) Determine that the grievance has merit but that the final decision was not affected by the matter, and uphold the decision of the President;

(c) Uphold the grievance, in which case the only remedy available will be to identify the error or errors, and direct that the matter in question be reconsidered commencing at the level of consideration at which the error or errors occurred.

ARTICLE 9: RATIFICATION OF AGREEMENT

The Association undertakes to submit this Agreement and any amendments subsequently made to it, and each Agreement negotiated pursuant to ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT) herein which together constitute a collective agreement, to the members of the bargaining unit who are members of the Association, for ratification by a majority of those voting by secret ballot.

Association Board

ARTICLE 10: EMPLOYEE RIGHTS

10.1 Personnel Records

Employees desiring to view their own personnel records, including evaluation reports, employment records and financial records will make an appointment to view the file with the Associate Vice President Human Resources or designate. The Associate Vice President or designate will then arrange, within a reasonable period of time but not more than five (5) work days, to review the employee's personnel file with the employee at a time convenient to the employee, the Associate Vice President or designate, and Employer.

An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, the President, Senior Administrators or designate, applicable Directors, or a person with a court order.

An employee will be notified in writing within five (5) work days whenever material or information of a detrimental nature is added to his or her personnel record.

If an employee is re-evaluated pursuant to Article 13.2(d) (Evaluation Criteria and Procedures), the employee will have the original evaluation permanently removed from his or her personnel record if he or she so requests.

Where appropriate, material will be removed from an employee's file in accordance with Article 14.7 (Use of Personnel File Material).

10.2 Picket Line at UFV Premises

The refusal of a member of the Association to cross a legal picket line established by a bona fide trade union will not, of itself, constitute cause for discipline.

10.3 Indemnity

(a) UFV will not seek indemnity against an employee, and will provide legal assistance to an employee (and will pay any judgement against the employee) for actions that result in a judgement against UFV or the employee, providing the employee was not acting in contravention of established UFV policy and was acting in good faith as an agent of the Employer. In any event, the Employer will make a decision on whether or not to take action against an employee only after consultation with concerned parties by means of an ad hoc joint committee. The joint committee shall consist of four (4) members, two (2) selected by the Employer and two (2) selected by the Association.

(b) UFV employees engaged in conducting or assisting in the operation of Study Tours and other UFV-sanctioned activities as agents of the Employer are included in Article 10.3(a) above (Indemnity).

Upon request, the Employer shall provide each employee planning to conduct or assist in the operation of a Study Tour or other UFV sanctioned activity with a copy of the appropriate UFV insurance coverage and will make the employee aware of his or her protection and possible liability under UFV insurance coverage.

10.4 Academic Freedom

The University of the Fraser Valley is committed to the belief that the exchange of knowledge and ideas in an environment of academic freedom is the indispensable foundation of all education. It is the recognized and necessary condition that allows the university to realize its mandate , strategic directions and learning outcomes.

Academic freedom does not require neutrality on the part of the individual faculty member, nor does it preclude commitment. Rather, academic freedom makes commitment possible.

Academic freedom carries with it the parallel obligation to use that freedom in an honest search for knowledge; it does not entitle a faculty member to promote hatred or contempt for any social, political, national or ethnic group; display incompetence in teaching or scholarship; violate the human rights of students or other persons; or in any way negatively affect the university's relationship of mutual respect with the Sto:lo people.

Academic freedom does not diminish the obligation of faculty members to meet their responsibilities to the university. Furthermore, it obligates all members to recognize and support the academic freedoms of other members of the university community. Academic freedom means that faculty shall not be hindered or impeded in any way for exercising their constitutional rights as citizens, or from expressing opinions about the institution, its administration and the Faculty and Staff Association. It does not, however, constitute legal immunity.

Academic Freedom includes the right of faculty members to teach. This includes the right to discuss the curriculum; engage any topic or viewpoint related to the curriculum; to enable free discussion and inquiry of controversial subject matter; and to determine course content and textbooks in a manner consistent with institutional policy. The faculty member has the right and responsibility to present controversial subject matter in such a way as to encourage free discussion, inquiry and expression.

Academic Freedom and critical inquiry depend on the free and uncensored pursuit of scholarship and the open communication of the results of intellectual investigation. It includes the right of faculty members to full freedom in the pursuit of scholarship and research, subject only to the satisfactory performance of other academic duties. Members shall have the right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.

Academic Freedom includes the right of faculty to read and learn, including the right to access, acquire, and preserve textual, visual, documentary and creative source materials in all forms; and to do so in an environment in which university libraries, archives or other repositories shall not proscribe, remove or censor materials because of doctrinal, prejudicial or partisan reasons.

All employees of UFV are citizens, and are entitled to speak, write or act as citizens, and to express opinions on matters of public interest, without institutional censorship or discipline. However, employees should make every reasonable effort to ensure that when they are expressing personal views, they are not seen as spokespersons or representatives of UFV.

Where academic freedom is invoked in defence of a particular practice, an evaluation of the practice shall be undertaken by a community of peers, in this case represented by a six-member Board of Appeal appointed by the University of the Fraser Valley Senate. One appointee shall consist of the UFV President, or his or her designate. The balance of the appointees shall consist of faculty. The procedure to be followed shall be determined by the Senate on recommendation of this committee of peers in each case.

Any disciplinary action taken as a result of the above practice is the responsibility of the Employer and is subject to the grievance procedure.

10.5 Copyright

(a) The copyright to all artistic, recorded or written work which is created during the course of employment shall be retained by the employee throughout his or her lifetime, and upon his or her death by their heirs and/or assigns, except as noted in Articles 10.5(b) and (c) below. When the stated conditions of employment or duties and responsibilities include the creation of specific artistic, recorded or written work, the copyright to such work shall be retained by UFV.

(b) UFV shall have the right in perpetuity to use and revise, free of charge, any or all artistic, recorded or written work which was created by an employee during the course of employment at UFV. This shall include the participation of UFV in a provincial television, telephone, or radio network for the purpose of distance education. If such work bears the name of an employee, UFV will not alter, amend, or change in any way the said work without the consent of the employee.

(c) Any costs incurred by the Employer in the production of artistic, recorded or written work by an employee will be recovered from the employee, should the employee hold the copyright for such work. In no case will the employee's liability for repayment of costs exceed the income received from the work.

(d) An online course created by an employee who does not have the creation of online courses as a part of their normal work assignment remains the property of the employee unless UFV compensates the employee for development of the course over and above their normal pay, by payment of stipend, course release(s) or other suitable compensation agreed to by both parties.

10.6 Scholarships and Bursaries

Scholarships, bursaries or other grants that employees earn are their sole property.

10.7 Harassment

Definitions, procedures and rights of parties involved in disputes involving personal harassment are described in UFV Harassment Policy 110.25.

(a) **Personal Harassment**. Employees shall not be subject to personal harassment. Violations shall be dealt with through UFV policy number 110.25.

(b) **Sexual Harassment**. Employees shall not be subject to sexual harassment. Definitions, procedures, and rights of parties involved in disputes about sexual harassment are described in UFV Harassment Policy 110.25. Violations shall be dealt with through UFV Harassment Policy number 110.25.

(c) **Other forms of Harassment**. Employees shall not be subject to other forms of harassment. Definitions of other forms of harassment, procedures, and rights of parties involved in disputes are described in UFV Harassment Policy 110.25. Violations shall be dealt with through UFV Harassment Policy number 110.25.

(d) An employee named in a harassment case shall be entitled to an Association advocate, whose role will be to provide support for the member by listening to the member’s concerns, providing information on rights, options, and procedures, and, where appropriate, attending meetings or hearings in an informal capacity as a support person and recorder.

10.8 Employment Equity

Employment equity shall be dealt with through UFV policy 110.23.

10.9 Pay Equity

The parties to our Collective Agreement agree to enforce the principle of Equal Pay for Work of Equal Value. The parties to our Collective Agreement agree to end wage discrimination practices.

10.10 Safe Disclosure (Whistle Blower)

UFV employees who in good faith disclose conduct which they have reasonable grounds to believe may be a violation of University policies or regulations, government legislation, or which constitutes a threat to public interest will be protected from retaliation. UFV will maintain a policy on safe disclosure.

ARTICLE 11: VACANCIES WITHIN THE BARGAINING UNIT

11.1 Vacancies

(a) Wherever possible, Type A or Type B positions will be created instead of a number of temporary positions. When possible, temporary positions will be combined to create Type A or Type B positions. Where the Association can demonstrate detrimental effects on UFV services or the working conditions of Type A or Type B employees, part-time Type A or Type B positions will be combined into full-time positions.

(b) Notice of all vacant or new positions for which the Association has bargaining authority shall be posted on the Human Resources website and forwarded to any employee laid off within the previous fifteen (15) months, no later than the first date of an internal or external posting, whichever occurs first.

(c) Posting of vacancies shall appear for at least ten (10) UFV working days before the competition is closed for Type A, Type B, Type C and Type D positions, and five (5) UFV working days for all other posted positions, before the competition is closed. All vacancy postings shall include summary of the position description, required qualifications, commencement date, and for staff positions information on work location, hours of work and salary range.

(d) In the posting of a vacancy or new position, the hours of work, including days off and the work location may be subject to change consistent with the operational requirements and the provisions of this Agreement.

(e) When new staff positions are created or existing positions have changes to duties, education, or experience, the Director of Human Resources and an Association member of the JCAC will meet to review the position prior to circulation to determine in which pay group the position should be placed.

(f) A Selection Advisory Committee may establish a list of qualified applicants for sessional, Type C and Type D positions. This list will be established if, through the regular posting procedure, non-successful applicants are deemed qualified but there are not sufficient vacancies to accommodate them. Should an opening occur within six (6) months of establishing the list, the Director, Department Head or Program Head may recommend that the next eligible candidate be hired.

11.2 Temporary Vacancies and Staff Secondments

(a) A temporary vacancy in a regular position for a period of less than six (6) months may be filled by the Employer in consultation with the employees of the area. The Employer must notify the applicable Association Contract Administrator of the appointment and post the position after six months of the appointment, unless otherwise agreed to by the Employer and Association.

(b) If not filled through 11.2(a) above, all departments will fill their auxiliary staffing requirements by application to Human Resources for an Auxiliary Employee or worker from the Auxiliary Employee/Worker List. Human Resources will maintain an up-to-date list of qualified auxiliary employees and workers (Auxiliary Employee/Worker List).

(c) A temporary vacancy for a period of six (6) months or more will be filled as in Article 11.6 (Selection Advisory Committee) or as in Article 21.2 (Acting in a Higher Capacity) or Article 22.2 (Acting in a Higher Capacity or as a Substitute). If filled by Article 21.2 (Acting in a Higher Capacity) or Article 22.2 (Acting in a Higher Capacity or as a Substitute), ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT) will apply only within the responsible administrator's area.

(d) Non-probationary type A employees may apply for a temporary staff vacancy that has a minimum contract period of six (6) months.

(i) If successful, the Type A applicants (seconded employees), with the authorization of the appropriate excluded administrator, may assume the status, salary and benefits of the temporary position for the length of time they are in that position.

(ii) Except in extraordinary circumstances, the seconded employees will remain in their seconded position until the expiration of their temporary contract. Under extraordinary circumstances and with the approval of the appropriate excluded administrator, return to the original position may take place before the end of the secondment contract. In this event, the expiration date of the replacement employees' temporary contracts will be adjusted to correspond to the new date of return of the seconded employees.

(iii) If the seconded position is extended beyond the originally approved contract period, the seconded employees must seek approval of the appropriate excluded administrator. The total secondment period is not to exceed two (2) years.

(iv) The seconded employees retain the right to enter competitions and the right to accept another permanent job.

(v) At the end of their contracts, the seconded employees return to their original position unless they have obtained a permanent position elsewhere.

(vi) If the temporary vacancy created by the secondment is filled by a Type C or Type D employee rather than another Type A employee, the Type C or Type D employee maintains the same rights they had in their previous position.

(e) **Part-time secondments**: With the authorization of the appropriate excluded administrator, Type A employees may apply for a temporary duty replacement. This replacement would allow the employee to take on a different function as part of his or her on-going position, and allow it to replace a normal function of the on-going job that now would be handled by another employee. To be eligible for part-time secondment, the following must apply:

(i) the temporary duty must need an allocation of four hours or greater

(ii) the duty to be replaced must be able to be completed in blocks of time of four hours

(iii) the employee must present a written document to his or her supervisor to show how this duty change can be accomplished. The supervisor and employee must then jointly discuss the proposal with the appropriate excluded administrator.

11.3 Job Sharing and Job Exchange

(a) With the authorization of the appropriate excluded administrator, Type A or Type B employees may share an existing position. The position can be either one of two that the employees now occupy or a vacant Type A or Type B position. In the case of a vacant position a joint application shall be made. This clause is not grievable but an appeal to the UFV President can be made. Should one of the employees leave his or her part of the position, the remaining employee has the right of first refusal to the portion vacated, provided he or she meets the minimum qualification standard. Should the SAC process not result in recommending a suitable candidate to fill the vacant portion, the appropriate excluded administrator of the area, the immediate supervisor, the appropriate Association Contract Administrator, and the employee occupying the other part of the position will meet to resolve the problem.

(b) With the authorization of the appropriate excluded administrator(s) and supervisors, Type A or Type B employees may exchange positions, provided that both employees agree, that they are in the same pay group, and that they can demonstrate they are capable of performing the duties of the position.

(c) Consistent with 12.12 (Transfers, Promotions or Bumping to a Different Position), the exchanged employees will serve a six-month non-initial probationary period. The positions will become permanent upon completion of the probationary period.

(d) The exchanging employees have the right to revert back to their original positions within the non-initial six-month probationary period, providing either party wishes to revert.

11.4 Internal Applicants

A Type A or B employee, including those on the layoff list, who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who has equal or less qualifications to meet the criteria of the position. Type C, Type D, Limited Term or Sessional employees shall not have this preference until they have been hired pursuant to Selection Advisory Committee procedures. Type C, Type D, Limited Term or Sessional employees will be granted this status on successful completion of probation.

11.5 Notice to Unsuccessful Bargaining Unit Employee Applicants

(a) When bargaining unit employee applicants have not been recommended by an SAC for a bargaining unit position, the following process will be undertaken in the order shown below:

(i) The Chair of the SAC shall obtain approval of the SAC's recommendation from the relevant administrator.

(ii) If the SAC has recommended an applicant who is not a member of the bargaining unit for the position, the relevant UFV Administrator shall meet with Human Resources to review the SAC process.

(iii) If the decision is made to proceed with the offer, the UFV Administrator shall notify the non-bargaining unit applicant that he or she has been recommended and that the Association and UFV are reviewing to determine if the correct process has been followed.

(iv) The UFV Administrator will notify the relevant FSA Contract Administrator in writing of the decision of the SAC, with a copy to Human Resources.

(v) Immediately following step 4, unsuccessful bargaining unit employee applicants will be notified that they have not been recommended for the position. This notification will be made by the relevant UFV Administrator unless he or she designates the SAC Chair to do so.

(vi) Next, Human Resources and the relevant Contract Administrator will be informed in writing of all notifications and of the date on which they were delivered.

(b) An unsuccessful bargaining unit employee applicant may request that the Association grieve on his or her behalf, providing the grievance is brought within five (5) UFV working days of notice that the bargaining unit employee was unsuccessful in his or her application.

11.6 Selection Advisory Committee

The Employer shall maintain a selection advisory committee procedure, and shall make the details of this procedure widely available through a document titled "Selection Advisory Committee Procedure". Any changes to this policy or procedure need the approval of the Association and the Employer.

The policy supplements any processes and procedures in this clause.

The Employer shall supply the appropriate Association Contract Administrator, or a designate, with a copy of the position posting at the same time that the position is posted.

Appointment of employees will be made by the Employer after consultation with employees in the appropriate area with respect to the criteria for the position and qualifications of the candidates.

(a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from employees in the appropriate area.

(b) On any SAC, a request for additional representatives from outside the area may be made by either the Employer or the Employer's representative (SAC Chair) or by the Association. Such appointments to the SAC will be made by Human Resources in consultation with the Association, with the SAC member appointed as a University representative.

(c) For the purposes of nominating and electing University members to an SAC, the appropriate areas are defined as follows:

Faculty:

Instructional Faculty SAC's:	All Type "B" and Type "A" members of the department/functional area
Non-Teaching Faculty SAC's:	All Type "B" and Type "A" members of the department/functional area
Director (non-instructional) SAC's:	All Type "B" and Type "A" members of the department/functional area

Staff:

All members on a Type "A" contract, and all Type "B" members of the department/ functional area

(d) The Employer shall be responsible for conducting elections or making appointments to a Selection Advisory Committee not later than the expiry date of the position vacancy posting.

(e) With the agreement of the appropriate Contract Administrator, the Employer may appoint all members to the Selection Advisory Committee in exceptional circumstances.

(f) Standing Selection Advisory Committees for the purpose of work allocation or the hiring of Limited Term and Sessional Employees will be formed for each department by the Employer no later than April 15th each academic year.

(g) Where time is of the essence, the Selection Advisory committee may be waived in the hiring of Limited Term and Sessional employees. When this article is used, the Administrator shall provide the Human Resources Department and Contract Administrator with a brief written explanation as to why this clause is being invoked, prior to the issuing of the contract of employment.

11.7 Selection of Heads of Instructional Areas

(a) Members of an instructional area

All members of an instructional area on Type A or Type B contracts are eligible to vote in the following procedures.

(b) Eligibility to serve as Head of an instructional area

The Head of an instructional area shall be selected from among the Faculty employed on Type B contracts in the area.

(c) Term of the Head's appointment

The Head shall be appointed for a term of three years, commencing between June and August at the area's discretion.

The Head shall normally receive an evaluation no later than the end of the second year and an evaluation in the fall of the last year of the appointment. The timing of the first evaluation will be at the discretion of the Dean.

Following the initial evaluation, the Dean shall confirm whether the Head shall continue for the remaining years of the appointment.

The expectation is that the position of Head is intended to rotate among eligible members of the department or program wherever feasible. Eligible members include those members who are judged to be qualified by an SAC. A current Head may apply to continue following the process below for selecting a Head. After a Head's second term, the headship shall be considered vacant, and cannot automatically be filled by the previous incumbent. The onus will be on the department or program to demonstrate to the Dean and the Association that all other eligible members have been offered the opportunity to serve as Head before the current Head's application for an additional term is accepted. Consecutive reappointments shall be for a minimum term of two or a maximum term of three years for Heads, at the area's discretion.

(d) Procedure for Selecting the Head

(i) In the last year of a Head's term, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:

1. At least fifty percent of the committee selected by the members of the area in an election conducted by the Dean's office.

2. Up to fifty percent of the committee selected by the Dean.

3. Members who intend to apply for the position of Head must refuse nomination or appointment to the selection committee.

4. When selecting members for the committee, the Dean and the area shall consider the importance of including representatives from various groups in the area including staff, other interested areas, and various campuses.

(ii) The committee shall:

1. review the requirements of the position including the needs of the area. In doing so, the committee will reference discussions held at the department level concerning the general criteria to be applied, which takes into account both the university's strategic and educational plans and any planning documents at the department level;

2. call for applications for the position of Head by notifying each member of the area;

3. review candidates for the position;

4. recommend a candidate to the appropriate Dean and area for appointment as Head. When arriving at its recommendation, the committee shall consider the importance of drawing Heads from various campuses and groups within the area.

(iii) The appropriate Dean and area shall each decide whether to accept the recommendation of the committee.

If the recommendation is accepted by the Dean and by a majority vote of the members of the area, the recommended candidate shall become the next Head.

If the recommendation of the committee is not accepted by the appropriate Dean or by a majority vote of members of the area, the committee shall continue meeting in order to recommend another candidate. Should no eligible member of the department be recommended as a result of the continued deliberations of the committee, the dean will advise the department in writing of this result and appoint a temporary head. Copy of this notice will be provided both to HR and the FSA.

The selection process shall be completed by March 1 of the last year of the current Head's appointment to allow for a period of transition.

11.8 Selection of Directors of Instructional Schools

(a) Members of an Instructional School

All members of an instructional area on Type A or Type B contracts are eligible to vote in the following procedures.

(b) Eligibility to Serve as Director of an Instructional School

The Director of an instructional school shall be selected from among the Faculty employed on Type B contracts in the area.

(c) Term of the Director's Appointment

The Director shall be appointed for a term of five years, commencing between June and August at the area's discretion.

The Director shall normally receive an evaluation no later than the end of the second year and an evaluation in the fall of the last year of the appointment. The timing of the first evaluation will be at the discretion of the dean.

Following the initial evaluation, the Dean shall confirm whether the Director shall continue for the remaining years of the appointment.

The expectation is that the position of Director is intended to rotate among eligible members of the department or program wherever feasible. Eligible members include those members who are judged to be qualified by an SAC. A current Director may apply to continue following the process below for selecting a Director. After a Director's second term, the position shall be considered vacant, and cannot automatically be filled by the previous incumbent. The onus will be on the department or program to demonstrate to the Dean and the Association that all other eligible members have been offered the opportunity to serve as Director before the current Director's application for an additional term is accepted. Consecutive reappointments shall be for a minimum term of two or a maximum term of five years for Directors, at the area's discretion.

(d) Procedure for Selecting the Director

(i) In the last year of a Director's term, a committee of no more than six members shall be struck by the Dean in consultation with the area and shall be composed of:

1. At least fifty percent of the committee shall be composed of Type B members selected by the members of the area in an election conducted by the Dean's office.

2. Up to fifty percent of the committee selected by the Dean.

3. Members who intend to apply for the position of Director must refuse nomination or appointment to the selection committee.

4. When selecting members for the committee, the Dean and the area shall consider the importance of including representatives from various groups in the area including staff, part-time faculty, other interested areas, and various campuses.

(ii) The committee shall:

1. review the requirements of the position including the needs of the school in consultation with the dean. In doing so, the committee will review the existing position description and discussions held at the school level concerning the general criteria to be applied, taking into account both the university's strategic and educational plans and any planning documents at the school level;

2. call for applications for the position of Director by notifying each member of the area and providing a description of the duties and responsibilities, and necessary qualifications approved for the position;

3. review candidates for the position;

4. recommend a candidate to the Dean and school for appointment as Director. When arriving at its recommendation, the committee shall consider the importance of drawing Heads from various campuses and groups within the school.

(iii) The appropriate Dean and school shall each decide whether to accept the recommendation of the committee.

If the recommendation is accepted by the Dean and a majority vote of the members of the school, the recommended candidate shall become the next Director.

If the recommendation of the committee is not accepted by the Dean or by a majority vote of members of the school, the committee shall continue meeting in order to recommend another candidate.

Should no eligible member of the school be recommended as a result of the continued deliberations of the committee, the dean will advise the school in writing of this result and appoint a temporary Director. Copy of this notice will be provided both to HR and the FSA. In exceptional circumstances, the position of Director may be filled through an external search process; the decision of the dean to refuse this option is final.

The selection process shall be completed by March 1 of the last year of the current Director's appointment to allow for a period of transition.

11.9 Selection of Academic (Instructional) Administrators

The selection of Academic (Instructional) Administrators, including Instructional Deans, Associate Deans, Academic Associate Vice Presidents, Excluded Academic (Instructional) Directors, and the Provost and Vice-President, Academic, will be determined by the Employer after consultation with employees in the appropriate area with respect to the criteria of and candidates for the position.

(a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from members in the appropriate area. In addition, the Employer may appoint up to two Ex Officio, non-voting members.

(b) In the case of a temporary vacancy in an academic administrative position, the President or Vice President may appoint an acting academic administrator. If the acting appointment is to exceed six months in duration, the president or Vice President will call for expressions of interest, providing a brief description of the interim position and of the essential qualifications required. In consultation with the FSA, the President or Vice President will appoint a member or members of the appropriate areas for the purpose of consulting with them on the received expressions of interest.

(c) Excluded Instructional Administrators are normally appointed for a period of five years after which they will return to a faculty position as per Article 12.13 (Academic Administrative Appointments With Term) and 12.14 (Excluded Administrative Appointments Without Term (Continuing Appointments). Reappointment to one subsequent term of five years may be granted by the President. Prior to reappointment, the President (or Provost and Vice President, Academic in the case of decanal direct reports) will carry out consultation with the applicable faculty area through an evaluation process consistent with the provisions of the Agreement on Senior Administrator Evaluations (Article 12.15 Evaluation of Senior Administrators). This clause is applicable to excluded instructional administrators hired after January 1, 1999. Excluded instructional administrators hired prior to January 1, 1999 currently employed at UFV are not bound by this clause.

(d) An Excluded Academic (Instructional) Administrator who has not been hired from within the membership of the Faculty & Staff Association must become attached to a faculty as a non-probationary appointment prior to being hired by UFV. The process to become attached to a faculty is that the standing SAC for that faculty will interview the applicant and decide if he/she meets the qualifications to teach.

11.10 Selection of President and Administrators

The selection of the President and the Administrators, except those listed in Article 11.7 (Selection of Heads of Instructional Areas) and Article 11.9 (Selection of Academic (Instructional) Administrators), will be determined by the Employer after seeking the advice of employees with respect to the criteria and candidates for the position.

11.11 Selection Process for Janitorial Positions

(a) Step I

UFV will advertise to bring candidates in for an informal interview with the Director of Facilities. The Director will decide who should be considered.

(b) On-Call Janitor

This classification is a list of employees who are considered "on-call" for janitorial work. There are no set work schedules. On-call employees are called by the Director or delegate to fill in for employees on temporary or permanent contracts who are unavailable for work. The first 140 hours are paid at the base rate; hours after this will be paid at the JCAC established pay group for Janitors. These employees have no rights to work and are called in no particular order. The Director of Facilities decides if a person is eliminated from the on-call list.

(c) Temporary Contracts

These contracts are variable in length. The successful candidates for these positions are determined through the normal UFV posting process. On-call employees and people new to UFV may apply. Seniority will be used only if the SAC is unable to recommend an order for hiring.

(d) Permanent Contracts

These positions are determined through the normal UFV posting process with the initial interviews being offered to those employees holding temporary contracts.

(e) 8/12 → 12/12 Permanent

When these positions become available, the senior permanent contract employee in 11.11(d) above (Permanent Contracts) will be awarded the contract after the Director of Facilities reviews the evaluations.

Association Board

ARTICLE 12: APPOINTMENTS

12.1 Type A Staff Appointments

(a) Appointments

(i) Employees who are hired for positions which are intended from the outset as permanent, ongoing positions will be identified as Type A status staff at the time of their initial hiring.

(ii) The Employer maintains the right to post a permanent Type A position within one (1) years time of the original temporary posting if it becomes known that the position will be permanent.

(iii) All permanent employees recognize UFV as his or her primary employer and should the employee choose to work for another employer, such work must not interfere with his or her participation in and fulfillment of assigned duties within his or her department.

(b) Probationary Period

All new appointees to Type A staff positions will serve an initial probationary period of 1824 hours in one position in one department. During the initial probationary period, a probationary employee may be transferred, laid off, or dismissed for any stated reason.

(c) Reappointments

At least one (1) month prior to the completion of an employee's initial probationary appointment to a Type A contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.

Reappointment subsequent to the initial probationary period may be made for:

(i) a continuing appointment without term; or

(ii) a second and final probationary period of six (6) months. In the case of a final probationary period, the employee shall be advised, at least two (2) weeks prior to the end of the period, of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavourable evaluation reports as in ARTICLE 13: (EVALUATION), or if the probationary employee has been laid off or dismissed prior to the end of the period of his or her probationary appointment.

During the final probationary period, dismissal or layoff will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the probationary employee stating the reasons for and nature of the action.

(d) Trial Periods

(i) At any time during a continuing appointment, if there is cause for concern about an employee's performance as a result of unfavourable evaluation reports or other just cause, the employee may be placed on a trial period not exceeding three (3) months for employees in pay groups two to four (2-4) inclusive, and not exceeding six (6) months for employees in pay groups five (5) and above inclusive, with complete access to the grievance procedure.

(ii) At the time of notification of placement on a trial period, the Employer shall provide written notice to the employee of the length of the trial period and the cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.

(iii) At the end of the trial period, the employee shall be re-evaluated and, as a result of the re-evaluation, shall be returned to a continuing appointment without term unless there is cause for termination as per ARTICLE 14: (TERMINATION AND DISCIPLINE), or unless, by mutual agreement between the employee, the Employer, and the Association, a second trial period (not exceeding the time allowed for the first trial period) is considered an appropriate alternative to termination.

(iv) There shall be no more than one (1) trial period in succession, except as provided for in Article 12.1(d)(iii) above (Trial Periods).

(v) There shall be no more than two (2) trial periods within any two (2) year period.

12.2 Type C Staff Appointments

(a) Appointments

(i) Type C appointments will only be made where it can be determined in advance that the assigned duty load will be fifty percent (50%) or more of a full-time annual duty load for a fixed term not exceeding one (1) appointment year.

(ii) Persons who are employed by UFV in more than one (1) D contract concurrently or sequentially cannot accumulate or add up periods of temporary employment in order to claim a Type C contract. However, wherever possible, the Employer shall combine part-time positions to create Type C contract positions.

(iii) In exceptional circumstances, and with the agreement of the Association, the Employer may make a Type C contract appointment without resorting to the posting and selection procedures applicable to Type A and B appointments.

(iv) In making Type C contract appointments, the Employer will comply with Article 16.9(d) and (e) (Recall Rights and Obligations) with regard to the rights of any employees on the recall list.

(b) Probationary Period

(i) Type C employees must work a minimum of (a) two years plus (b) 912 hours during each of the two years to conclude their probationary period. A Type C staff member is subject to Selection Advisory Committee procedures prior to the conclusion of this two-year, probationary period. The S.A.C. procedure is part of the probationary and re-appointment process. In the event he or she is the unsuccessful candidate, one month notice shall be given.

(c) Reappointments

(i) In the event that the work being performed by an employee with a Type C Contract appointment will continue beyond the end of the specified term of the appointment, or the end of the maximum twelve (12) month limitation, the Employer shall offer reappointment to the same employee for the purpose of completing the same work unless evaluation results are unsatisfactory.

(ii) Failure to reappoint to a subsequent Type C Contract for which the employee is qualified and has the most seniority is grievable.

(iii) At least one (1) month prior to the completion of an employee's initial probationary appointment to a Type C contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.

(iv) Reappointment subsequent to the initial probationary period may be made for:

1. An additional Type C appointment; or

2. A final probationary period of six (6) months. In the case of a final probationary period, the employee shall be advised, at least two (2) weeks prior to the end of the period, of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavourable evaluation reports as in ARTICLE 13: (EVALUATION), or if the probationary employee has been laid off or dismissed prior to the end of the period of his or her probationary appointment.

   During the final probationary period, dismissal or layoff will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the probationary employee stating the reasons for and nature of the action.

12.3 Type D Staff Appointments

(a) Appointments and Reappointments

(i) Type D appointments will only be made where it can be determined in advance that the assigned duty load will be less than fifty percent (50%) of a full-time annual duty load for a fixed term not exceeding one (1) appointment year.

(ii) Persons who are employed by UFV in more than one (1) Type D Contract, concurrently or sequentially, cannot accumulate or add up periods of temporary employment in order to claim a Type C Contract appointment. However, wherever possible, the Employer shall combine part-time positions to create Type C Contract positions.

(iii) In exceptional circumstances, and with the agreement of the Association, the Employer may make Type D Contract appointments without resorting to the posting and selection procedures applicable to Type A and Type B appointments.

(iv) In the event that the work being performed by an employee with a Type D Contract appointment will continue beyond the end of the specified term of the appointment, or the end of the maximum twelve (12) month limitation, the Employer shall offer reappointment to the same employee for the purpose of completing the same work unless evaluation results are unsatisfactory.

(b) Probationary Period

(i) Type D employees must work a minimum of (a) two years plus (b) 912 hours during that two-year period to conclude their probationary period. A Type D staff member is subject to Selection Advisory Committee procedures prior to the conclusion of this two-year, probationary period. The SAC procedure is part of the probationary and re-

appointment process. In the event he or she is the unsuccessful candidate, one month notice shall be given.

(ii) During the initial probationary period, a probationary employee may be transferred, laid off, dismissed or not reappointed for any stated reason.

12.4 Auxiliary II Staff Appointments

(a) Appointments and Reappointments

(i) Appointments to an Auxiliary II position will be made when an Auxiliary I worker has worked more than 140 hours.

12.5 Regularization of Staff Employees

(a) Qualifying For Regularization

A staff employee who is hired on a Type C contract shall be given a regularized Type A contract after two years of subsequent services provided the following criteria have been met:

(i) The employee has successfully competed for a posted vacancy through the SAC process.

(ii) The employee has received satisfactory evaluations prior to regularization – (an employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer).

(iii) The employee has worked at least two consecutive appointment years at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years

(iv) There is a reasonable expectation of ongoing employment for which the employee is qualified at a rate of fifty (50%) percent or greater.

(b) Qualifying For Regularization: Leave Replacements

Employees replacing Type A employees who are on one of the following leaves qualify for a Type A contract if they have met the SAC and evaluation conditions stated in 12.5(a)(i) and (ii) above and have completed three (3) consecutive appointment years at a workload of fifty (50%) percent or greater. These postings and ensuing contracts must indicate these are leave replacements.

A. Education Leave
B. General Leave
C. Maternity Leave
D. Political Leave
E. Sick Leave and/or LTD Leave
F. Association Releases
G. Any combination of A-F

12.6 Type B (Permanent) Faculty Appointments (Excluding Teaching Faculty)

For the period of the 2012-2014 Collective Agreement, all Type B faculty excluding Teaching faculty will be appointed in accordance with Article 12.6.

Association Board

(a) Appointments

(i) Employees who are appointed to positions which are intended from the outset as permanent contract positions will be identified as Type B contract status employees at the time of their initial hiring.

(ii) The Employer maintains the right to post a Type B position within one (1) years time of the original temporary posting if it becomes known that the position will be permanent.

(iii) A UFV permanent full-time faculty member must maintain UFV as the only employer with whom they hold a permanent full-time faculty appointment.

All permanent employees recognize UFV as his or her primary employer and should the employee choose to work for another employer, such work must not interfere with his or her participation in and fulfillment of assigned duties within his or her department.

(b) Probationary Period

Appointees to Type B contract positions will serve a two (2) year probationary period in one position in one department.

(i) During the initial probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.

(ii) An employee who is not reappointed in accordance with 12.6(a) (Appointments) and 12.6(c) (Reappointments) will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.6(b)(i) above.

(c) Reappointments

At least three (3) months prior to the completion of an employee's initial probationary appointment to a Type B contract position, the employee will be advised of reappointment and the terms thereof, or will be advised that reappointment will not be made.

A reappointment to a Type B contract position subsequent to the initial probationary period may be made for:

(i) A continuing appointment without term; or

(ii) A further one (1) year probationary period, during which period the employee has complete access to the grievance procedure.

1. At the time of notification of appointment to a second probationary period the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.

2. In the case of a final probationary period, the employee shall be advised at least two (2) months' prior to the end of the period of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued.

3. There shall be no more than two (2) probationary periods.

Association Board

(d) Trial Period

Reappointment to a Type B contract position subsequent to a continuing appointment may be made for:

(i) A one (1) year trial period with complete access to grievance procedure.

(ii) At the time of notification of appointment to a trial period, the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his or her performance.

(iii) In the case of reappointment to a trial period, the employee shall be advised at least two (2) months' prior to the end of the period of his or her reappointment and the terms thereof, or will be advised that the appointment will not be continued.

(iv) There shall be no more than one (1) trial period in succession.

12.7 Faculty Appointments for Teaching Faculty

UFV and the FSA affirm the primary importance of teaching for its faculty and the institution; the value of diverse forms of scholarship as an integral and enriching component of university teaching; and the significance and wide range of service as essential to faculty professional activities, community engagement, and academic governance.

Candidates for tenure and promotion will be assessed using the Standards for Tenure and Promotion for Faculty developed within the UFV departments and Faculties, and approved by the University Senate. These standards will apply to teaching; research, scholarly and/or creative activities; and service. They will reflect the working conditions at UFV, a teaching-intensive university that is primarily focused on undergraduate education, with relatively few graduate programs.

In the application of these standards a minimum of 60% of the assessment will be based on teaching, a minimum of 20% on one of service or scholarship, and a minimum of 10% on the remaining component.

In order for promotion and tenure to be fair and equitable, a clear and transparent assessment process must be followed.

(a) Appointments

(i) All faculty appointments, full or part time, will be tenured, tenure-track, limited term, or sessional.

(ii) A Tenured Appointment grants permanency of appointment to the Member and may be terminated only through resignation, retirement, dismissal for just cause, or other reasons specified in Article 12.7(d).

(iii) Tenure-Track Appointments will normally be made at the rank of Assistant Professor. New faculty hires may apply for tenure during the third year of employment in exceptional cases, but most tenure-track faculty will apply during the fourth year and no later than during the fifth year. During this time, the University and the Member are afforded an opportunity for mutual appraisal. Tenure-track appointments end in a tenured appointment or in termination of the appointment. Tenure will not be granted without the achievement of the appropriate, recognized professional accreditation, the terminal degree, or the special conditions as may be set out in the letter of appointment. Faculty

denied tenure may be offered up to a one year terminal limited term appointment to facilitate their search for employment elsewhere.

Faculty granted tenure will simultaneously receive promotion to Associate Professor.

(iv) Appointees who already hold or held titles of Associate or Full Professor at an accredited university might, upon recommendation of the Dean, be appointed with their previously earned titles.

(v) Appointees who were already tenured at an accredited and/or recognized university may be appointed with tenure, upon recommendation of the Dean, contingent on successful completion of a one-year probation period.

(vi) Appointees who were on a tenure-track position at an accredited and/or recognized university may apply for tenure after successful completion of a two-year probation period.

(vii) Appointees under the Canada Research Chair program or to other externally-funded faculty positions who were already tenured at an accredited and/or recognized university will be considered tenured faculty, and be subject to all provisions of said faculty. All other Canada Research Chairs and externally-funded faculty positions will be considered tenure-track and may apply for tenure after completion of a two-year probationary period recognizing the need for consistency with the primary responsibilities of the externally-funded position.

(b) Probation

(i) All appointees to tenure-track or tenured positions will be given a full listing of the criteria, developed at the department and Faculty levels and approved by the Senate, on which they will be evaluated. The Dean and Department head of the area will meet with the appointee to review the criteria and explain what can be expected during both probation and the tenure process.

(ii) Except as provided for in Article 12.7(a), all initial probationary appointments to tenure-track or tenured positions will be for a period of two years, which will include four (4) semesters of regular teaching assignment or the equivalent teaching workload. Where an initial date of appointment is inconsistent with this requirement, the two year initial probationary appointment will be extended to enable fulfillment of the four (4) semesters of regular teaching assignment (or equivalent).

(iii) An initial probationary appointment is intended to provide the university and the faculty member a mutual opportunity to assess the faculty member's suitability as an employee of the university. During an initial probationary appointment, and upon three months' notice, the university reserves the right to dismiss or layoff the faculty member for stated reason. Where the university has just cause to dismiss a faculty member, it reserves the right to do so without notice.

(iv) At least three months prior to the completion of an initial probationary appointment, the Dean, in consultation with the department, will recommend whether the tenure-track faculty member shall:

1. be appointed to a second probationary period, if eligible, and specifying any conditions/expectations attached;

2. be appointed to a tenured appointment if eligible under 12.7(a);

3. be dismissed.

(c) Termination of Tenure-Track faculty

In addition to the university's right to terminate a probationary faculty member pursuant to Article 12.7(b), termination may also occur in the circumstances listed in Article 12.7(d) below.

(d) Loss of Entitlement to Employment

(i) The Association and the University:

1. recognize the importance of tenure as a protection of academic freedom and the long-term commitment made by Teaching Faculty Members to an academic career;

2. acknowledge the importance of long range academic planning;

3. recognize that to serve the goals of the University as a learning environment for faculty, staff and students, the University must maintain the flexibility to add to, delete from and change its academic programs and approaches to learning;

4. recognize that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of members;

5. commit to the principles of openness, fairness and accountability in decisions or actions taken under this Article.

(ii) Tenured faculty will lose their entitlement to employment and all seniority rights where:

1. They voluntarily resign or otherwise terminate their employment, except as provided in Article 15.6 (Seniority on Re-employment or Recall)

a) Resignation. The faculty member will signify in writing in a letter to the dean of the area his or her intention of resigning. Whenever possible, this letter should be submitted six months before the resignation date.

b) Retirement. Whenever possible, irrevocable notice of the intention to retire must be provided in writing to the dean of the area at least six months prior to the retirement date.

2. They are discharged for just and reasonable cause and are not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement.

3. They are on layoff for more that fifteen (15) consecutive months.

4. They lose their recall rights in accordance with the terms of this Agreement.

(iii) Reasons for Layoff of Tenured and Tenure-track Faculty

The Employer shall be reasonable in the reason or reasons for layoff decisions. The reason or reasons for layoff must not be based on bad faith or discrimination against any tenured or tenure-track faculty member or members. Layoff will occur only for just and

reasonable cause. The reasons will not include technological change. The reasons for layoff will be:

1. Discontinuance or partial discontinuance of a program for bona fide reasons, as determined by the UFV Board after receipt of advice from Senate.

    a) Discontinuance or partial discontinuance of a program will take place only through approved procedures of Senate after a full hearing and consultation with the program area involved.

2. Changes to programs caused by directives of external authorities such as the Provincial government or outside accrediting bodies.

3. Serious economic constraints beyond the control of the university, supported by relevant budgetary documentation.

4. Health or Safety problems outside the control of the Employer.

5. The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.

(iv) Layoff Procedure

UFV will attempt to avoid layoffs of tenured and tenure-track faculty members by such means as early retirement, or transfer of the employee. Every reasonable attempt will be made to reassign tenured and tenure-track faculty within another department. Faculty who possess acceptable qualifications for transfer to another department may be offered a leave to prepare themselves for working in that department.

The principle of job security will be honoured in all budget decisions. The Employer will provide evidence to support its decision that some or all of the layoffs could not be prevented through non-salary reductions in the operating budget.

As soon as discontinuance is recommended to Senate, The FSA shall be notified of the possible lay off implications of such a decision.

At least one (1) month before a decision that results in layoffs is finalized, the FSA shall be informed of the proposed layoffs and provided with the relevant budgetary information on which the decision was based.

Layoffs will occur in this order: tenure-track faculty, tenured faculty in order of least seniority.

(e) Grandparenting for teaching faculty appointments

(i) Upon written request to the Dean and submission of a current curriculum vitae, which includes the member's record of teaching, scholarship and service, and a brief statement on teaching philosophy, faculty who have successfully completed the IPEC process plus a three-year evaluation review by August 1, 2013 will be granted tenure and, with the exception of laboratory faculty, assigned the rank of Associate Professor. All completed submissions must be received in writing by the Dean's office by December 31, 2013. For the period of the 2012-2014 Collective Agreement, laboratory faculty will be granted tenure without rank. Rank for laboratory faculty will be developed in accordance with the LOA on Tenure and Promotion for recommendations for consideration by the parties' respective principals prior to the next round of negotiations.

1. Current faculty who have successfully completed the IPEC process plus a three-year evaluation review and who do not submit a written request as specified in 12.7(e)(i) above will be considered tenured faculty, and subject to the same ongoing tenured faculty evaluation processes as stipulated in Article 13.5, but will, with exceptions noted in 12.7(e)(i), be granted the rank of Assistant Professor.

(ii) Current post-probationary faculty with less than five years of accrued service will be granted tenure and assigned the rank of Associate Professor under the terms of 12.7(e)(i) upon completion of the three-year evaluation review. In the interim, these faculty will be on a continuing appointment as an Assistant Professor.

(iii) All faculty currently in the IPEC process, upon successful completion of their IPEC probationary period and fulfillment of the three-year evaluation period, will be granted tenure and assigned to the rank of Associate Professor upon fulfillment of the requirements under the terms described in 12.7(e)(i) above. In the interim, these faculty will be on a probationary appointment as an Assistant Professor.

(iv) Current faculty who have completed the IPEC process and already hold or held the title of Full Professor at an accredited and/or recognized university may, upon recommendation of the Dean, be assigned the rank of Professor.

(v) Current faculty who were already tenured at an accredited and/or recognized university may be granted tenure after successful completion of their probation period.

(vi) Current faculty who were on a tenure-track position at another accredited and/or recognized university may, after successful completion of a two- year probation period, elect to continue under the Grandparenting provision Article 12.7(e)(ii) or to apply for tenure under the regular appointment provisions of Article 12.7(a)(vi).

(vii) Current Canada Research Chairs or other externally-funded faculty positions who were already tenured at an accredited and/or recognized university may be granted tenure after successful completion of a one-year probationary period. All other Canada Research Chairs and externally-funded faculty positions will be considered tenure-track and may apply for tenure after completion of a two-year probationary period.

(viii) Associate Professors may apply for the rank of Full Professor as soon as the standards and the committee structure for promotion and tenure are in place.

(ix) Employees with unusual contract histories, such as those who have served in both teaching and administrative or other non-teaching capacities during their employment at UFV, may, upon recommendation by the Dean, be eligible for promotion to Associate or Full Professor. [This clause will not come into effect until the committee structure and standards for promotion and tenure are implemented].

12.8 Cross Functional Appointments

Where sound academic reasons exist for so doing, a faculty member may receive an appointment in two or more departments within the University. A primary department and Chair will be identified for each initial cross-functional appointment. The primary department and Chair will serve all administrative functions with respect to the appointment.

(a) The primary department will be identified as the department where the appointee has the majority of his/her workload assignment. In the case where an appointment is initially to a workload split equally between two departments, the Chairs in the relevant departments shall mutually agree to the assignment of a primary department for the member.

(b) The procedures and criteria for evaluation shall be consistent with the procedures and criteria for members with appointments in a single department. Evaluation committees shall include members from all departments to which the member has been appointed. If departments have different criteria, the criteria for evaluation of the cross-appointed member will be referenced to approved standards within both departments so that an overall profile of career progress can be developed. Teaching/professional role, scholarship and service requirements and expectations for evaluation shall be equivalent to that of a single appointment in a single department.

(c) Teaching workload and service assignment will be made in a collegial manner with input from the member and the departments to which the member has been appointed. Where service has been assigned in both departments, the total assignment will be sensitive to the requirement not to exceed that of a single appointment in a single department. Service beyond the department is at the discretion of the member.

(d) A member in a cross-functional appointment shall be entitled to full participation in the affairs of each department to which he/she is appointed, including voting and eligibility for election and participation in all committees including Faculty Council.

(e) A cross-appointed member may request a review and potential change to his or her primary department assignment after completion of probation, with the agreement of both Deans. Any departmental assignment change granted must be maintained for at least one year.

12.9 Limited Term Appointments

(a) Limited Term Appointments are appointments which are twelve months in duration, carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Duties of Limited Term faculty fall within Article 18.1, specifically the Teaching and Service components. These faculty are expected to be available for student consultation and to fulfill some departmental service responsibilities.

(b) The decision to allow a probationary appointment or Limited Term appointment to lapse is not grievable. For the duration of the appointment, a Limited Term faculty member recognizes UFV as his or her primary employer and should the Limited Term faculty member choose to work for another employer, such work must not interfere with his or her participation in and fulfillment of assigned duties within his or her department.

(c) Contractually limited term appointments are utilized:

(i) to bring distinguished visitors to the University;

(ii) to provide replacements for employees on leave or who are temporarily unable to carry out their responsibilities;

(iii) to respond to specific teaching/professional/research/creative needs that the Employer, for academic and/or budgetary reasons, does not wish to result in an appointment in the probationary or tenure/continuing appointment classifications;

(iv) to appoint individuals with specialized skills for whom neither the Employer nor the individual intends a long-term association with the University;

(v) to meet temporary variations in student enrolment;

(vi) to temporarily fill vacancies until qualified people acceptable for appointment are available

(d) The Employer agrees to provide the FSA with a statement of the "specific needs" to be responded to by appointees under 12.9(c) with such information to be conveyed at or about the time of the making of the appointment. The employee shall, at the time of the offer of appointment, be informed as to the nature of the position being offered, including, to the extent practicable, a job description covering the intended period of the appointment.

(e) Employees appointed to a Limited Term Appointment must hold two limited term appointments over a period of two years to conclude their probation, during which time the university reserves the right to terminate the faculty member for stated reason or reasons.

(f) A Limited Term faculty member is subject to Selection Advisory Committee procedures prior to the conclusion of the probationary period. The SAC procedure is part of the probationary process. In the event a Limited Term faculty member is the unsuccessful candidate, one month notice shall be given.

(g) Limited Term faculty employees who have successfully completed the probationary period will be considered internal candidates (Article 11.4), and will be entitled to exercise sessional departmental seniority rights on contracts for which they are qualified, subject to the terms and limitations of Article 18.14 (Assignment of Courses for Faculty).

(h) Implementation of Limited Term Appointments

i. For the 2013-14 academic year, the university will endeavor to implement Limited Term Appointments wherever feasible up to the number of approved and implemented Teaching Faculty Sabbaticals for the 2013-14 year.

ii. Commencing in the 2014-15 academic year, the university agrees to fund a maximum of 30 Limited Term Appointments in the 2014-15 academic year.

iii. In the 2015-16 academic year the number of funded Limited Term Appointments will be increased to a maximum of 35.

Subsequent to the 2015-16 academic year, the number of funded Limited Term Appointments will be a maximum of 40 in the applicable academic year

12.10 Sessional Faculty Appointments

(a) Appointments

Sessional Faculty Contract appointments are temporary instructional faculty appointments made for one or more course offerings on a term by term contract basis.

Sessional faculty who have worked a minimum ¾ workload over a full year in one position in one department, and who are offered a Type B contract for the same position in the same department immediately consecutive to their current contract will have the student evaluations from that year's teaching entered into their file. These evaluations plus the student evaluations from the first year of the Type B probationary period will satisfy the student evaluation requirement for the existing Type B probationary process.

(b) Probationary Period

(i) Probationary Sessional Faculty who are not rehired to their original contract do not have access to ARTICLE 16:.

(ii) Sessional Faculty must instruct a minimum of four courses over a minimum of four semesters to conclude their probationary period.

(iii) A Sessional Faculty member is subject to Selection Advisory Committee procedures prior to the conclusion of the probationary period. The SAC procedure is part of the probationary and re-appointment process. In the event a sessional faculty member is the unsuccessful candidate, one month notice shall be given.

(iv) During the probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.

(v) Sessional Faculty employees who have completed the probationary period will be considered internal candidates (Article 11.4), and will be entitled to exercise departmental seniority rights on contracts for which they are qualified, subject to the terms and limitations of Article 18.14 (Assignment of Courses for Faculty).

(vi) An employee who is not reappointed in accordance with 12.10(a) (Appointments) and 12.10(c) (Reappointment), will be deemed to have been dismissed and will be treated in accordance with the terms of Article 12.10(b)(iv) above.

(c) Reappointment

For details on Sessional Faculty workload allocation see Article 18.14 (Assignment of Courses for Faculty).

(i) Subject to the provisions of Article 18.14 (Assignment of Courses for Faculty) the Employer shall offer reappointment to a subsequent sessional faculty contract for which a probationary employee is qualified and has the most seniority unless evaluation results are unsatisfactory.

(ii) Failure to reappoint to a subsequent Sessional Faculty contract for which the employee is qualified and has the most seniority is grievable.

12.11 Faculty Ratio Target Levels

(a) Target Levels

(i) Institutional Faculty Target Levels

The employer agrees that no more than 30% of all teaching sections taught at UFV will be budgeted to be taught by a combination of sessional and limited term faculty. Should this number be exceeded, Management agrees to create enough regular B positions so the number of sections budgeted to be taught by sessionals or limited term faculty drops to, or below, 30%.

(ii) Target Level Review Process

In March of each year, the Labour and Management Committee (LAM) will meet to determine if the percentage in Article 12.11(a)(i) (Institutional Faculty Target Levels) above is correct and realistic. They will determine if the percentage should decrease or increase with consideration for the need to meet FTE targets and balance UFV's budget.

They will also review the distribution of teaching sections budgeted to be taught by sessional and limited term contracts to determine whether the number of funded limited term contracts should be adjusted.

12.12 Transfers, Promotions or Bumping to a Different Position

(a) The Employer encourages the concept of a career ladder. An employee who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who is equally or less able to meet the criteria of the position.

(b) If a staff employee on a continuing appointment is transferred, promoted, or bumps into a position which is different from the position he or she previously occupied, he or she will serve a non-initial probationary period of six (6) months.

(c) If a Type B permanent contract faculty employee on a continuing appointment is transferred, promoted, or bumps into a different Type B permanent faculty position, she or he will serve a non-initial probationary period of one (1) year.

(d) Notwithstanding 12.12(c) above, a Type B permanent contract employee who is transferred, promoted, or bumps into a Type B permanent Instructional Faculty position will serve an initial probationary period of two years if he or she does not hold a continuing Type B permanent Instructional Faculty appointment.

(e) An employee will not be required to accept a promotion.

(f) If, during or upon completion of the probationary period, the employee finds the job unsatisfactory, or the Employer has just and reasonable cause to rate his or her job performance unsatisfactory, he or she shall return to the former position if the position is still vacant or to another vacant position of equal salary range for which he or she meets the criteria. If such return is not possible, every attempt shall be made to place the employee in another vacant position for which he or she meets the criteria. Except where the employee has already exercised their rights under Article 16.7, the employee shall have the rights of seniority under Article 16.7 (Bumping (Displacing) Less Senior Employees) in order to return to a vacant position of equal salary range, or be re-hired in some other vacant position for which he or she meets the criteria.

12.13 Academic Administrative Appointments With Term

(a) Bargaining unit members who hold permanent faculty appointments in academic departments at the time of their appointment to an academic administrative position with term retain the right to return to their departments upon conclusion of their terms.

(b) Initial appointment: Bargaining unit members appointed to excluded academic administrative appointments with term shall be replaced in their former positions for a maximum of one (1) year through temporary appointments. If bargaining unit members are not reappointed after the initial appointment year., or if they decline such appointment, then they automatically return to their former position without loss of seniority and without loss of salary increment credit.

(c) Return to faculty: When bargaining unit members appointed to included academic administrative positions with term (e.g. as School Directors) return to their faculty positions on conclusion of their term, there will be a 5-year phase back period on salary to allow a greater turnover in such positions for advancement possibilities for other faculty.

12.14 Excluded Administrative Appointments Without Term (Continuing Appointments)

(a) Bargaining unit members appointed to excluded administrative positions which are ongoing do not retain the right to return to their bargaining unit positions except as provided for in (b) below.

(b) Initial appointment: Bargaining unit members appointed to continuing excluded academic administrative appointments shall be replaced in their former positions for a maximum of one (1) year through temporary appointments. If bargaining unit members are not reappointed after the initial appointment year, or if they decline such appointment, then they automatically return to their former position without loss of seniority and without loss of salary increment credit.

(c) Excluded employees in continuing administrative appointments who have five (5) years of UFV service have the right to a faculty position provided:

(i) the employee gives the Employer and the department two (2) semester's notice.

(ii) the employee has previously been hired by the department through the SAC process and has taught for the department, or the employee can satisfy the department's standing SAC that he/she meets the qualifications to teach in the department.

(iii) the employee's return must not displace any Type B or Sessional who has workload allocation rights at Step 7 or greater.

(iv) if the employee has not previously passed a UFV instructional probationary period , he/she must be evaluated by the normal faculty evaluation process and serve a probationary period appropriate to the appointment.

(d) Excluded employees teaching occasional courses: An excluded employee who wishes to teach an occasional course in addition to his or her regular duties may apply directly to the department(s) in which he or she wishes to teach. The department may accept the application, provided that:

(i) the employee can satisfy the standing SAC that he/she meets the qualifications to teach in the department, and any additional qualifications for the particular course he or she wishes to teach.

(ii) the employee must not displace any employee who would normally be offered that course through usual work allocation procedures.

12.15 Evaluation of Senior Administrators

The evaluation model applies to all excluded senior administrators with the exception of the President. The process consists of an early formative evaluation and a subsequent first term summative evaluation. Thereafter, regular evaluations will be conducted on a three year cycle.

All evaluations are intended to evaluate progress toward previously established objectives and general administrative competencies. Both the formative evaluation and the summative evaluation will use the same evaluation tool and process of collecting information.

(a) Purposes and Times for Evaluation:

(i) Formative Evaluation

1. The purposes of the formative evaluation are to give information to individuals early in their first term of appointment which will assist them in meeting the

performance goals and expectations of the position; and to provide information which will assist the Supervisor in working with the individual to identify strategies to enhance current competencies or correct performance issues.

2. A formative evaluation will be completed within six months following the completion of the first year (12 months) of an initial appointment.

(ii) Summative Evaluation

1. The purposes of the summative evaluation are as above for Formative Evaluations: to give information to individuals which will assist them in meeting the performance goals and expectations of the position; and to provide information which will assist the Supervisor in working with the individual to identify strategies to enhance current competencies or correct performance issues.

2. Additionally, the purpose of the Summative Evaluation is to provide information about an individual's suitability for appointment or continuing appointment.

3. A Summative evaluation will be conducted within six (6) months of the end of the third year of an initial appointment.

4. In no cases should individuals be reappointed or continued in an appointment following a second consecutive unsatisfactory evaluation.

(b) Evaluation Procedures

(i) Human Resources will initiate the evaluation process at the agreed to times.

(ii) Evaluations will be conducted by an individual's immediate supervisor, with input from employees across the institution and from people external to UFV who have knowledge of the individual's performance in the senior administrative role. The individual may also submit a self-evaluative report.

(iii) Evaluation will be on general administrative competencies and on progress toward previously established objectives.

(iv) Progress toward established objectives

1. The supervisor will evaluate the individual on progress toward objectives established at the time of appointment to the position, or subsequently. The supervisor may consult with individuals both within and outside of UFV who may be expected to have knowledge of the individual's performance.

(v) General Competencies

1. General competency will be evaluated with the aid of an evaluation form which calls for rating and solicits written comments. The form will include examples of indicators of each competency.

2. The data will be compiled and provided to the supervisor and the individual being evaluated in a format that protects the confidentiality of the rater. Those completing evaluation forms will be asked to indicate their work relationship to the person being evaluated.

3. Feedback will be solicited explicitly from all those working for or with the individual being evaluated; however, all employees will have the opportunity to fill out the general competency evaluation form if they wish.

12.16 Exclusion of Specific Agreement Provisions for Type C, Type D, Limited Term and Sessional Appointments

The following specific provisions of this Agreement are not applicable or are applicable with limitations to Type C, Type D, Limited Term and Sessional appointments.

Article Number	Article Heading
12.1	Type A Staff Appointments
12.6	Type B (Permanent) Faculty Appointments
12.12	Transfers, Promotions or Bumping to a Different Position
17.11	Review of Job Descriptions
21.6	Rate of Pay on Reclassification
23.4	Transfer Allowances
24.3(b)(c)(d)(e)	Classification of Professional Development
25.3	Parental Leave
25.5	General Leave
25.6	Political Leave
25.7	Special Leave - Type A or Type B Employees
25.9	Compassionate Care Leave
ARTICLE 26:	SICK AND SHORT-TERM DISABILITY LEAVE
ARTICLE 27:	LONG-TERM DISABILITY LEAVE
ARTICLE 28:	BENEFITS
ARTICLE 33:	TECHNOLOGICAL CHANGE

For clarification on which provisions, if any, are applicable to your contract, see Human Resources.

12.17 Student Worker Appointments

(a) Student appointments made through the UFV Career Centre Work Study Grant Program, appointments made to support faculty scholarship and research, and appointments to resident life are not considered student workers under this clause. It is understood that these positions do not infringe on Collective Agreement positions.

(b) The student worker group, under this agreement, shall work no more than 25,000 hours in a calendar year.

(c) Student workers will be paid at least the British Columbia minimum wage for student workers.

(d) Student worker hours and positions will be reviewed annually at LAM normally not later than May 31.

(e) In the event of staff layoffs, student workers shall be laid off first.

Association Board

ARTICLE 13: EVALUATION

13.1 Purposes of Evaluation

The purposes of evaluation are:

(a) To provide employees with information that will enable them to monitor and improve job skills and effectiveness, and to identify opportunities for growth.

(b) To confirm an employee's suitability for reappointment or continuing appointment.

13.2 Evaluation Criteria and Procedures

(a) UFV encourages a work environment in which employees and supervisors communicate regularly about job performance. Performance feedback should include the employee's progress toward achieving goals and objectives, recognition of individual accomplishments, and opportunities for growth. Ongoing communication helps ensure that there is a mutual understanding of job performance requirements and of the employee's success in meeting them.

(b) All employees will be provided with a copy of the criteria and procedures to be used in evaluating them.

(c) The appropriate supervisor will present the completed evaluation in the form of a written report which will be discussed with the employee. The employee will sign the report to acknowledge that it has been received. The employee may, within five (5) work days, enter a Memorandum into the evaluation file. The evaluation report shall not be changed after the employee has signed it.

(d) If re-evaluation is requested by the employee within ten (10) work days of signing the evaluation report, the re-evaluation will be prepared by a person other than the person responsible for the immediately preceding report, and that person will be chosen by the President after consultation with the Joint Professional Development Committee.

(e) In the absence of a regularly scheduled evaluation report, the performance of the employee shall be deemed to be satisfactory for that period.

13.3 Staff Evaluations

For staff employees, evaluation criteria and procedures will be established by the Employer in consultation with employees in the appropriate area and the Joint Professional Development Committee. Evaluation procedures and criteria will

(a) Be based on current duties and responsibilities as described in the employee's job description;

(b) Solicit objective and concrete information concerning the employee's performance based on functional behaviours required to perform successfully in a position or group of staff positions

(c) Inform participants that their identity will remain confidential to Human Resources;

(d) Include provision for an employee's self-appraisal and a formal response to the completed evaluation.

13.4 Faculty Evaluations

For faculty employees, evaluation criteria and procedures will be established by the Employer in consultation with the employees in the appropriate area and the Standing Committee on Faculty Evaluations.

13.5 Times for Evaluation

(a) Type B Teaching Faculty employees will be evaluated every three (3) years after completion of their probationary period. Type B Non-Teaching Faculty and Type A Staff employees will be evaluated every two years after completion of their probationary period. When two consecutive evaluations (including the final probationary evaluation) have been satisfactorily completed, the employee may request to waive the next regularly scheduled evaluation; such a request will not be unreasonably denied. When warranted by circumstances and with notification to the FSA, the Employer may evaluate on an annual basis. An employee can request an evaluation sooner than the next regularly scheduled evaluation. It is the Employer's responsibility to ensure that evaluations are carried out.

(b) All new appointees to Type A Staff positions will be evaluated twice during their probationary period. The first of such evaluations will occur no later than six (6) months after the initial appointment.

(c) All Type A and Type C Staff Employee will be evaluated prior to the date on which any notice is due under the reappointment provisions of Articles 12.1 (Type A Staff Appointments), 12.2 (Type C Staff Appointments), and 12.12 (Transfers, Promotions or Bumping to a Different Position).

(d) All Type B Faculty will be evaluated prior to the date on which any notice is due under the reappointment provisions of Article 12.6.

(e) Limited Term and Sessional Instructors shall be evaluated in each semester during the probationary period. Non-probationary Limited Term and Sessional Instructors shall be evaluated every three years for courses for which there is a successful evaluation on file and will be evaluated in each new course to which they have been appointed.

(f) Type C and Type D Staff employees shall be evaluated in all positions in each of the two probationary years. Non-probationary Type C and Type D employees will be evaluated every two years in positions for which there is a successful evaluation on file; and will be evaluated in each new position to which they have been appointed. The evaluation as a whole will be handled by the appropriate exempt supervisor.

13.6 Grieving Evaluation Reports

The violation of the established criteria and procedures for evaluation may be grieved.

ARTICLE 14: TERMINATION AND DISCIPLINE

14.1 Preamble

This Article provides a formal method for the handling of disciplinary procedures. Before formal disciplinary measures as stated below are initiated, the Employer should take all reasonable steps to discuss and resolve the issue with the employee.

14.2 Just Cause

No employee shall be disciplined, suspended, or discharged except for just cause and only on the written authority of the Employer.

14.3 Proof of Just Cause

In all cases of discipline, suspension, and discharge, the proof of just cause shall rest with the Employer.

14.4 Means of Discipline

The means of discipline, in order of increasing severity, are:

(a) written censure or letter of reprimand;

(b) adverse evaluation reports;

(c) trial periods as per Articles 12.1 (Type A Staff Appointments), 12.2 (Type C Staff Appointments) or Article 12.6 (Type B (Permanent) Faculty Appointments);

(d) withholding or withdrawing an increment as per Articles 21.10 (Increment Anniversary: Staff) or 22.3 (Faculty Advancement);

(e) suspension;

(f) dismissal or termination.

14.5 Procedure

(a) When an employee is reprimanded for conduct which, if repeated, may be grounds for suspension or dismissal, the employee shall, at the time of the reprimand and in the presence of the appropriate Contract Administrator, or any other union official, be verbally given the reason for the action and this reason will be confirmed in writing within five (5) work days of the reprimand. Disciplinary actions shall be limited to the means listed in Article 14.4 above (Means of Discipline). All such material used to support a disciplinary action must be placed in the employee's personnel file, and the employee must receive from the Employer copies of any such documents being placed in his file, as per Article 10.1 (Personnel Records). All such documents shall be removed from the employee's file within twenty-four (24) months of entry into it, provided there has been no further occurrence of the infraction requiring the discipline. The only exception shall be adverse evaluation reports which are not followed by a re-evaluation or a disciplinary action.

(b) Suspension shall not exceed five (5) work days, unless extended by mutual agreement of the Employer and the Association. An employee may not be transferred or demoted while under suspension.

(c) When an employee is suspended or discharged, the reason for this action shall, in the presence of the appropriate Contract Administrator, or any other Union official, be given verbally at the time of the suspension or discharge, and written confirmation of such reasons shall be forwarded to the employee and the Association within five (5) work days following the suspension or discharge.

14.6 Right to Grieve

An employee considered by the Association to be wrongfully or unjustly disciplined, suspended, or discharged shall be entitled to recourse under ARTICLE 7: (GRIEVANCE PROCEDURE). All disciplinary actions are grievable.

14.7 Use of Personnel File Material

While the Employer may choose to keep written records of pre-disciplinary actions out of an employee's personnel file, the employee must have signed any such records and be aware of their being kept by the Employer. If such records are to be used in a disciplinary action, they must first be entered into the employee's personnel file and the employee notified as per Article 10.1 (Personnel Records). Only material from an employee's personnel file may be used as documentation in a disciplinary action.

14.8 Unjust Cause

If, as a result of grievance, it is found that an employee has been suspended or discharged for unjust cause, the employee shall be reinstated to his or her former position without loss of seniority or benefits, and shall be compensated with full back pay for the time lost retroactive to the date of suspension or discharge.

ARTICLE 15: SENIORITY

15.1 Calculation of Seniority

An employee's UFV seniority shall be calculated on the basis of the number of hours worked. No employee may accrue more than one year of seniority within any given year.

15.2 Seniority Lists

(a) Not later than August 31st of each calendar year, the Employer will provide the Association with a seniority list, with seniority calculated to June 30th of the same calendar year. The list shall contain the name of every employee of UFV, including those whose names appear on the current recall list. Should unusual circumstances occur, the Association can request the seniority list be published one other time during the calendar year.

(b) For each employee named in the seniority list, the list will provide the following information:

(i) the employee's date of initial hiring;

(ii) the employee's accumulated seniority in hours;

(iii) the employee's current job title and department;

(c) At the same time that the Employer provides the seniority list to the Association, copies shall also be posted for the information of the employees.

(d) Any objection to the accuracy of the seniority list, whether raised by the Association or by an individual employee, should be lodged with the Human Resources department after the list has been provided to the Association.

15.3 Employee Appointments: Limitations on Seniority

(a) In exercising seniority rights on contracts for which they are qualified, Type C and Type D employees who subsequently receive a Type A appointment will carry their accrued seniority. Such accrued seniority will then be recognized for all purposes of this Agreement relative to his or her Type A appointment.

(b) In exercising seniority rights on contracts for which they are qualified, limited term and sessional faculty can exercise only departmental seniority. Limited term and sessional faculty employees who subsequently receive a Type B appointment will carry 80% of their accrued seniority. Such accrued university seniority will then be recognized for all purposes of this Agreement relative to his or her Type B appointment.

15.4 Seniority During Leaves of Absence

(a) An employee on a leave of absence with pay or on a leave for Association business as per Article 2.6 (Leaves of Absence: Association Business) shall continue to accrue seniority, calculated as though the employee continued his regular duties.

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(b) Subject to the exceptions provided for in Articles 24.8 (Status of Employee on Professional Development Leave) and 25.5 (General Leave), an employee on a leave of absence without pay shall maintain but not accrue seniority for leave periods in excess of twenty (20) cumulative work days in any one (1) calendar year.

15.5 Seniority During Absences Due to Illness or Accident

(a) An employee shall maintain and accrue seniority during absences due to non-occupational illnesses or accidents or injuries, during that period in which the employee receives full pay under the Sick Pay provisions of this Agreement, ARTICLE 26: (SICK AND SHORT-TERM DISABILITY LEAVE). Thereafter, seniority is maintained but not accrued.

(b) An employee shall maintain and accrue seniority during absences due to occupational illness or accidents or injuries, provided that such an employee is receiving benefits from the WorkSafe BC as a result of such illnesses or accidents or injuries.

15.6 Seniority on Re-employment or Recall

A Type A or Type B employee who resigns from UFV and is subsequently reemployed as a Type A or Type B employee within thirty (30) calendar days, or who is recalled from layoff, shall be credited with his or her previously accrued seniority.

15.7 Transfer of Seniority Status

In the event that employees change jobs either from a job within the bargaining unit to an excluded position, or from an excluded position to a job in the bargaining unit, their total accumulated UFV seniority transfers with them.

15.8 Conflicting Seniority Claims

In the event that two (2) or more employees have the same UFV seniority then any resulting conflicts shall be resolved by chance or random lottery.

15.9 Loss of Seniority and Entitlement to Employment

Employees will lose all seniority rights and entitlement to employment where:

(a) They voluntarily resign or otherwise terminate their employment, except as provided in Article 15.6 (Seniority on Re-employment or Recall);

(b) They are discharged for just and reasonable cause, and are not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement;

(c) Type A and Type B employees are on layoff for more than fifteen (15) consecutive months; Type C, Type D and Auxiliary II employees are not rehired for more than five months; or Limited Term and Sessional employees not rehired for three consecutive academic terms;

(d) They lose their recall rights in accordance with the terms of this Agreement.

ARTICLE 16: LAYOFF AND RECALL

16.1 Reasons for Layoff

(a) The Employer shall be reasonable in the reason or reasons for a layoff decision. The reason or reasons for layoff must not be based on bad faith or discrimination against any employee or employees.

(b) Layoff will occur only for just and reasonable cause. These reasons will not include technological change. These reasons will be:

(i) a change in UFV priorities such as deleting or adding a program;

(ii) change in community needs as demonstrated through factors such as declining enrolment and/or job opportunities;

(iii) curtailment of resources by circumstances outside the control of the Employer;

(iv) externally imposed regulations or controls;

(v) health or safety problems outside the control of the Employer;

(vi) change in organization or method of operation due to one or a combination of the preceding reasons;

(vii) any other reason which fits within the spirit and intent of the reasons stated above.

(c) The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.

16.2 Layoff Provisions for Type C, Type D, Auxiliary II, Limited Term and Sessional Employees

(a) Type D, Auxiliary II employees and Sessional faculty do not have access to these provisions.

(b) Limited Term faculty may be laid off in accordance with the provisions of ARTICLE 16: of this Agreement but do not have access to the bumping, recall or severance pay rights within ARTICLE 16:.

(c) Type C employees may be laid off in accordance with the provisions of ARTICLE 16: (LAYOFF AND RECALL) of this Agreement.

16.3 Application of Seniority Principle

Subject to Article 16.4 (Layoff Procedure), there shall be no exceptions to the principle of "last hired, first laid off" except as noted in Article 16.15 (Right to Grieve).

16.4 Layoff Procedure

When the Employer determines that a reduction in the number of employees or a reduction in the number of an employee's hours of work is necessary, the following procedures will be adopted:

(a) The Employer will provide advance notice to the Association and to the affected employee in accordance with Article 16.5 (Advance Notice to the Association of Layoff), and Article 16.6 (Notice of Layoff to Affected Employees).

(b) During the notice period, the Employer and the Association shall meet to discuss alternative measures to layoff. To the extent that the parties agree to alternative measures, the layoff notices or the layoffs may be rescinded.

(c) Consistent with the reasons for layoff given pursuant to Article 16.1 (Reasons for Layoff), employees who are assigned to similar duties and have similar qualifications will be selected for layoff in reverse order of seniority, within categories, as follows below.

Staff

(i) Student workers in the area will be laid off first;

(ii) Auxiliary workers and employees will be laid off next;

(iii) Type C and D probationary employees will be laid off next;

(iv) Type C and Type D employees will be laid off next;

(v) Type A probationary employees will be laid off next;

(vi) Type A non-probationary employees will be laid off only after the preceding categories.

Faculty

(i) Student workers in the area will be laid off first;

(ii) Auxiliary workers and employees will be laid off next;

(iii) Probationary Sessionals will be laid off next;

(iv) Sessionals will be laid off next;

(v) Limited Term faculty will be laid off next.

(vi) Probationary Type B faculty will be laid off next;

(vii) Non-probationary Type B faculty will be laid off only after the preceding categories.

16.5 Advance Notice to the Association of Layoff

(a) At least one (1) month (one [1] week for Type C employees and one [1] week for Limited Term faculty) before the advance notices are to be served but not normally later than the date of the submission of the recommended annual budget plan to the Budget Advisory Committee, the Employer will consult with the Association about the layoffs. In consulting with the Association, the Employer agrees to provide the following information:

(i) The reason or reasons for the layoff.

(ii) Any supporting information which has influenced the Employer's layoff decision. The information includes relevant budgetary or financial information.

(iii) In those cases where such specific decisions have been made, the information provided shall also include the identification of the specific individual employees who will be the subject of the layoff. Those employees identified shall also receive advance notification in writing that they may be subject to layoff.

(b) Where layoffs are necessitated in emergency circumstances beyond the control of the Employer, these advance notice provisions are not applicable. In such cases, however, the Employer will provide the Association, as per Article 16.5(a) above, with a full explanation of the emergency circumstances at the earliest possible date.

16.6 Notice of Layoff to Affected Employees

(a) Type A staff employees who are to be laid off will receive at least twenty five (25) work days advance notice in writing.

(b) A director or faculty employee who is to be laid off will receive at least four (4) months advance notice in writing, and where possible, such layoffs will commence on the first day of August, of the year in question.

(c) In the event that Type C Contract employees are laid off, they shall be given advance notice in writing. The length of the notice period shall be one (1) work day for each week remaining in the employee's term of appointment, to a maximum of twenty (20) work days. A minimum of ten (10) work days notice shall be given if the employee has six (6) months of seniority.

(d) In the event that Limited Term faculty are laid off, they shall be given two (2) months advance notice in writing.

(e) All layoff notices will include a statement of the reason or reasons for that particular layoff.

(f) At the same time that the layoff notice is sent to the employee, a copy of the layoff notice will be sent to the President of the Association.

(g) In the event that there are changes in the circumstances which necessitated a layoff decision by the Employer, the layoff notice may be withdrawn and cancelled.

(h) In circumstances where a Type A or a Type B position is not funded through the regular ongoing UFV operating budget as indicated by the Letter of Allocation issued to UFV annually by the Ministry, an employee subject to layoff or termination shall be entitled to notice of twenty (20) work days.

16.7 Bumping (Displacing) Less Senior Employees

(a) The qualifications and conditions under which an employee given layoff notice can exercise bumping rights are as follows:

(i) Employees can only bump within the same faculty or staff component within the bargaining unit.

1. An employee on the faculty, lab instructor or director salary schedule cannot bump an employee on the academic/educational advisor or staff salary schedule.

2. An employee on the education advisor salary schedule cannot bump an employee on the faculty, lab instructor, director or staff salary schedule.

3. An employee on the staff salary schedule cannot bump an employee on the faculty, lab instructor, academic/educational advisor or director salary schedules.

4. An excluded employee cannot displace (bump) a member of the bargaining unit.

(ii) Employees cannot bump into a higher paid position. They can only bump into a job position where the pay scale is the same as or lower than their present position.

(iii) Employees must have more seniority than the employee in the position into which they wish to bump.

(iv) Employees must have the qualifications necessary to fill the position into which they wish to bump. If the employee wishes to bump into a position for which he or she is not currently qualified but on a reasonable assessment could be equipped to perform with training, then the Employer shall provide in-service training. The obligation of the Employer to provide such in-service training will normally be restricted to those cases where the employee can reasonably be expected to assimilate the training in not more than twenty (20) work days. Training periods of longer than twenty (20) work days shall be approved within provisions of ARTICLE 24: (PROFESSIONAL DEVELOPMENT AND LEAVES). Type C employees are excluded from this provision.

(v) Employees must accept the rate of pay and other terms and conditions of employment which are in effect for the job position into which they bump. The rate of pay shall be determined in accordance with Article 21.5 (Rate of Pay on Transfer or Promotion).

(vi) Employees must decide within five (5) work days of the date of receipt of advance notice of layoff to exercise bumping rights, and to indicate to the Employer in writing the position of the more junior employee that they wish to bump, or the open position they wish to move into. The Employer will then give the bumped employee notice of layoff in accordance with Article 16.6 (Notice of Layoff to Affected Employees), and the employee then has the right, in turn, to displace another less senior employee.

(vii) Once employees have exercised their bumping rights, they cannot change their decision and claim a right to yet another job position. Such further moves can only be made when the Employer decides to fill a vacant position. Such vacant positions will be filled in accordance with ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT).

(viii) Type C employees are limited to exercising bumping rights to one (1) position; if they are not successful, the layoff proceeds.

(ix) Employees who choose to exercise their bumping rights can only claim back their original positions if it becomes vacant within fifteen (15) months (five [5] months for Type C employees) of the notice of layoff.

(x) The exercise of the bumping rights cannot result in any claims for compensation for any expenses or allowances to be paid by the Employer.

16.8 Order of Recall

Employees on layoff shall be recalled in reverse order of layoff as affected through application of Article 16.4 (Layoff Procedure).

16.9 Recall Rights and Obligations

(a) When a layoff occurs, the Employer shall establish a recall list and a laid off employee's name shall remain on the recall list for a period of fifteen (15) months for Type A and Type B employees (five months for Type C employees) commencing with the effective date of the layoff. The recall list shall include employees who have received layoff notice. Limited Term and Sessional faculty and Type C and Type D employees see Article 16.2 (Layoff Provisions for Type C, Type D, Auxiliary II, Limited Term and Sessional Employees)

(b) An employee who has been laid off and who wishes to be considered for recall to work must ensure that the Employer is notified in writing of the employee's current address and telephone number. Failure to provide this information will serve to relieve the Employer of any obligation or liability in connection with the recall process.

(c) Employees who are recalled to work following a layoff cannot be required to serve a new probationary period.

(d) In the event that the former position of the laid off employee becomes vacant, during an employee’s recall period, he or she shall be offered the position. If an equivalent position which carries the same or equivalent rate of pay as the employee's former position becomes vacant, then the laid off employee shall be offered the position, provided his or her qualifications are satisfactory.

(e) In the event that a substantially different job position on the same pay scale or a lower paying job position becomes vacant during an employee's recall period, and provided that the employee is qualified, the laid off employee with the greatest seniority shall be offered the position. If the employee accepts the offer, he or she must also accept the terms and conditions of employment which are in effect for that job position. The rate of pay shall be determined in accordance with Article 21.5 (Rate of Pay on Transfer or Promotion). The laid off employee shall have the right to refuse this offer and remain on the recall list.

(f) In the event that an employee refuses a recall offer to his or her former job position, or to a job position which is substantially the same as his or her former position and affords the same rate of pay, the Employer may remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the Employer.

(g) Advice of a recall being given to an employee shall be provided to the Association on the same date that the notice is given or sent to the employee.

(h) The Employer shall inform all employees on the recall list and the Association of all job vacancies at the same time as internal posting. Notice of vacancies shall be made by telephone, telegram, mail, or by direct personal contact. In the event that an employee on the recall list wishes to be considered for a vacant position, the employee must apply in writing within ten (10) work days from the time the notice of vacancy is given by the Employer. If the employee wishes to be considered for a vacant position other than the position from which he or she was laid off, the application must include a statement of the qualifications the employee has for the vacant position.

16.10 Notice of Recall

(a) Notice of recall shall be made by telephone, telegram, special delivery, registered mail, or by direct personal contact. The Association will be advised of the notice or attempted notice at the time it is given. Employees notified by mail will be given ten (10) calendar days from the time that notice was initiated by the Employer in which to acknowledge receipt of the notice and to indicate acceptance of the recall. Employees notified by means other than mail will be given five (5) calendar days notice of recall. The notice or advice of recall will include a time and date specified by the Employer, or a mutually agreeable alternative time and date, by which the employee must report for work if the recall is accepted.

(b) An employee who has been recalled must report by the time and date directed or agreed to, or the employee may be deemed by the Employer to have voluntarily terminated entitlement to recall unless there are extenuating circumstances acceptable to the Employer.

16.11 Rights of Employees on Layoff

(a) Employees on the recall list will continue to be covered by this Agreement as specifically provided.

(b) In the event of layoff, the Employer is obligated to pay affected employees for earned statutory holidays and annual vacation on a pro-rata basis.

(c) An employee on the recall list is entitled to continue his or her medical, extended health, dental, and group life insurance benefits during the layoff by paying, in advance each month, the full cost of the premiums for that period, subject to any eligibility requirement established by the respective insurance carriers.

16.12 Employment Qualifications Regarding Layoff, Recall and Bumping

Notwithstanding the general provisions of Article 4.2 (Employment Qualifications) in relation to employment qualifications, the Employer will not establish a Selection Advisory Committee in circumstances which may result in the layoff or bumping of a Type A or Type B employee.

16.13 Contracting Out

In addition to, and without limiting, any provision in this Collective Agreement, UFV will not contract out:

(a) Any work presently performed by the employees covered by this collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or

(b) The instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by the bargaining unit employees.

The language in this article restricting the contracting out of services predates, and is superseded by, the language above, except where the language below provides the Association with greater protection against contracting out. Readers are directed to read the language above, and then to find additional provisions in the language below.

(c) The Employer may contract out services or functions provided that such contracting out will not cause any employee with three (3) or more years of service to be laid off.

(d) The Employer may contract out services or functions in order to improve efficiency without regard to the restrictions in 16.13(a) above, provided employees are reassigned to other equivalent positions for which they are qualified.

(e) The Employer may contract out functions or services which have come into force after the date of ratification of this Agreement subject to (a) and (b) above.

(f) In any case, services or functions which were carried out by laid off employees shall not be contracted out while the laid off employees are covered by the recall provisions of this Agreement, unless the Association agrees.

16.14 Employee Records on Layoff

Records of an employee on layoff will be kept by the Employer and references supplied by the Employer at the request of the employee or of an outside agency will clearly state the nature of the employee's termination as a layoff due to the reason stated by the Employer in accordance with Article 16.6 (Notice of Layoff to Affected Employees).

16.15 Right to Grieve

A grievance may be lodged in accordance with ARTICLE 7: (GRIEVANCE PROCEDURE) of this Agreement regarding any decision taken by the Employer in relation to the layoff and recall procedures in this Agreement. Such a grievance may begin at Step One.

16.16 Severance Pay

(a) Type A or Type B employees who have been given notice of layoff are entitled to severance pay as specified herein, provided:

(i) they have not exercised their bumping rights within the time limits set by the agreement, or

(ii) they have not been employed in a vacant position for which they are determined by the Employer to have the necessary qualifications, or

(iii) they do not elect to have their names placed on the recall list.

(b) The amount of severance pay shall be calculated on the basis of the employee's normal rate of pay at the end of the layoff notice period and according to the number of completed years of service as follows:

Service	Severance Pay
1 year	2 weeks
2 years	4 weeks
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years	14 weeks
8 years	16 weeks
9 years	18 weeks
10 years	20 weeks
11 years	22 weeks
12 years	24 weeks
13 years or more	26 weeks

(c) If the employee elects to take severance pay, he or she thereby waives all other rights, claims or entitlements, and severs his or her relationship with the Employer.

(d) In order to elect to take severance pay, the employee must submit written notice to the Employer within ten (10) work days after the date on which the layoff notice was given.

(e) Where layoffs are necessary in emergency circumstances beyond the control of the Employer, the advance notice provisions are not applicable. In such cases, however, employees will receive payment in lieu of notice equal to the payment for the appropriate notice time. It is understood that such payment in lieu of notice is in addition to severance pay.

16.17 Job Security

The principle of job security will be honoured in all budget decisions. Where an employee’s present job cannot be continued, the employer will make every effort to find appropriate work for that employee through reallocation of work, transfers, or retraining as appropriate.

ARTICLE 17: WORKING CONDITIONS FOR STAFF EMPLOYEES

17.1 Work Week

Except where a modified work week has been implemented, the work week for full-time employees designated as “staff” shall be five (5) seven-hour (7-hr.) days, thirty-five (35) hours per work week, with no less than two (2) consecutive days off between work weeks.

(a) Where an employee’s regular work week includes assignment of one or more shifts outside the hours of 08:00 – 17:00, the employee will not be required to return to work fewer than twelve hours after the end of a previous shift.

17.2 Modified Work Week

(a) A modified work week is a modification of the standard work week described in Article 17.1 (Work Week) which has been mutually agreed to by the employee and the Employer.

(b) A modified work week may arise at the written request of either the Employer or of the employee; however, an employee cannot be required to work a modified work week.

(c) The appropriate senior administrator shall use the following criteria in approving requests for a modified work week:

(i) the daily work of the work area in which the staff member is employed shall be carried out;

(ii) where the work area relates to other components of UFV, the role of the work area shall not be diminished or diluted;

(iii) no additional costs to the Employer shall result, for example, by reason of:

- a requirement for additional staff;

- paying overtime rates within approved hours.

(d) Any application for a modified work week shall be sent to the Associate Vice President of Human Resources.

17.3 Shift Premiums

(a) A shift premium will be paid:

(i) for all hours worked outside the employee's regular shift, when less than forty-eight (48) hours notice of change of shift was given the employee;

(ii) for all hours worked on a "split" shift, i.e., a shift on which the employee is required to take an unpaid break or breaks totalling two (2) hours or more;

(iii) for all hours a staff employee is assigned to work outside the hours of 08:00 to 17:00 hours, whether or not advance notice of the shift assignment was given.

This provision will not apply where a staff employee has elected to work a flexible or modified work week which involves working outside the hours of 08:00 to 17:00 hours.

(b) Definition of Shifts

(i) The shift premium from 16:30 hours until 23:59:59 hours inclusive, will be the afternoon rate.

(ii) The shift premium from 00:00 hours until 07:59:59 hours inclusive, will be the night rate.

(c) All staff positions will be paid:

(i) one dollar ($1.00) per hour worked for the afternoon rate;

(ii) one dollar ($1.00) per hour worked for the night rate.

17.4 Meal Periods

An employee is entitled to an unpaid meal period of thirty (30) to sixty (60) minutes, to be scheduled as close to the middle of the work day as possible. The meal break for an employee working a full time daily shift is sixty (60) minutes. If, as the result of an emergency, the employee is required to stay at his or her work station for the meal period, then the employee's work day shall be inclusive of that meal period.

17.5 Rest Periods

Full-time employees will be allowed two (2) fifteen (15) minute rest periods each work day – one (1) in each half of the shift, i.e., one before and one after the meal period. These rest periods may not be combined and no untaken rest period will be paid in lieu.

17.6 Overtime

Overtime is work performed by a staff employee in excess of seven (7) daily hours, or in excess of seventy (70) bi-weekly hours of work.

(a) Recording of Overtime

Overtime must be authorized in advance by the appropriate supervisor, recorded on a time sheet, approved by the staff employee's immediate supervisor, and submitted to Payroll.

(b) Overtime Rates

An employee shall be entitled to compensation for authorized overtime in excess of seven (7) hours daily or thirty-five (35) weekly hours.

Overtime shall be compensated, in twenty (20) minute increments, at the rate of:

(i) time and one-half (1 ½ times) the staff employee's regular hourly rate for up to three (3) hours of overtime in any working day or eight (8) hours of overtime in a week;

(ii) time and one-half (1 ½ times) the staff employee's regular hourly rate for the first three (3) hours worked on the first day off of the employee's scheduled two (2) consecutive days off;

(iii) double time (2 times) the staff employee's regular hourly rate for any overtime worked in excess of three (3) hours overtime in any working day, or in excess of eight (8) hours overtime in a week;

(iv) double time (2 times) the staff employee's regular hourly rate for:

1. all hours in excess of three (3) hours on the employee's first scheduled day off;

2. all hours worked on the employee's second scheduled day off;

3. all hours worked on a day the employee was scheduled to receive a statutory holiday or, where a holiday is rescheduled pursuant to Article 29.1(b) (Statutory Holidays), on a scheduled day off in lieu of a statutory holiday.

Overtime rates will be calculated on base rates only, and not on shift premiums.

(c) Overtime Rights

(i) A staff employee shall refuse to work overtime, except in emergency circumstances, unless the hours are approved and recorded in the department and with Human Resources.

(ii) A staff employee shall not be required to take time off during regular hours to compensate for overtime worked. By mutual agreement of the employee and his or her immediate supervisor, authorized overtime may be taken as time off in lieu of paid overtime. Where time off is taken in lieu of overtime, such time off will be taken at the equivalent time of the rate earned when the overtime was worked, and shall be taken at a mutually acceptable time which is convenient to the needs of the department, but no later than the completion of the employee's next scheduled regular vacation period, or March 31st following the vacation.

(iii) A meal break of one-half (½) hour paid at the applicable overtime rate shall be given to an employee if the overtime worked extends more than two (2) hours beyond the completion of the employee's scheduled shift.

(d) Calculation of Overtime

(i) For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred and fifty-two (152).

(ii) Should the hourly rate arrived at result in a fraction of one cent (1 cent), it shall be taken to the next highest full cent.

(e) Allocation of Overtime

Whenever practicable, overtime worked within a department shall be allocated among the employees within that department on an equitable basis.

17.7 Call Out

(a) Employees called out to work before the beginning of their work days or back after completing their work days, where such work is not continuous with their regular shifts, shall be paid for a minimum of four (4) hours.

(b) Cancellation of call out before the employee starts work shall result in a two (2) hour minimum at the applicable overtime rate.

(c) On notification from the appropriate area administrator, Human Resources will process a $200 per week stipend to employees the administrator has designated as “on-call.” All assignments will be made on a minimum weekly basis, and all assignments are expected to conform to one of the following categories:

(i) The weekly rate assumes between 3 and 4 call responses per week for on-call employees whose responses are anticipated to require substantive communication to resolve the reported issue or problem.

(ii) The weekly rate assumes a reasonable but not limited number of responses per week for on-call employees expected primarily to refer the reported issue appropriately. For example, the on-call employee is expected to contact the appropriate responder from within the department, or alternatively, is expected to advise callers to call a service provider in another area of the university.

(iii) Article 17.7(a)(b) provisions will apply when an on-call employee is required to report to work in order to resolve the problem. Reporting to work may include reporting to an authorized off-campus location such as an offsite server/computer configured for this purpose.

(iv) All on-call employees will maintain a call response log, which will be reviewed regularly with supervisor. If response activity consistently exceeds the established guidelines, the supervisor will take appropriate action to reduce the number of calls. In each case, the action taken will include notifying the area administrator and providing written notice of the corrective measures implemented to the area administrator and to Human Resources.

17.8 Work Allocation for Staff Within a Department

This work allocation includes the assignment of additional (top-up) work and overtime for staff with shared job titles.

Where additional generalized work in a department is available to be offered to multiple employees who hold the same job title, work will be distributed in the order specified below:

Occasional Work

Step 1 Type A Staff (permanent employees) with <100% contracts shall be topped up to 100% in an equitable manner according to seniority and qualifications.

Step 2 Type C and Type D Staff working <100% in a department will be offered additional work up to 100% in an equitable manner according to departmental seniority and qualifications.

Overtime

Step 3 Type A Staff with 100% contracts shall be offered overtime work in an equitable manner according to seniority and qualifications.

Step 4 Type A Staff with <100% contracts topped up to 100% in Step 1 (above) shall be offered overtime work in an equitable manner according to seniority and qualifications.

Step 5 Type C and Type D Staff topped up to 100% in Step 2 (above) will be offered overtime work in an equitable manner according to departmental seniority and qualifications.

Step 6 Any remaining available work will be assigned at the discretion of the department.

Principles:

Determination of available work as ‘overtime’ will be at the discretion of the Manager/Supervisor.

Where a Supervisor/Manager has determined that work should be offered to existing employees as overtime, “an equitable manner” shall be interpreted to be a reasonable method in which Supervisors/Managers have made every effort to ensure that the most employees benefit, in descending

order of seniority, while respecting the particular needs and parameters of the department to meet short-term, unexpected staffing needs and to maintain efficient functioning.

In cases where staff eligible for work have not previously performed the particular work available, the Supervisor/Manager of the area will consult with employees regarding the desire for overtime, review their qualifications, and determine their ability to perform the work.

If an employee is unavailable for top-up or overtime work when offered, they do not lose their place in the call-out order.

Supervisors/Manager will not be expected to split work available on any given day into shifts of less than 7 hours except where the needs of the department are best met by doing so. No shifts of less than 4 hours will be assigned as a result of this agreement.

17.9 Staff Duties

In addition to the duties outlined in the job description, staff duties may include, but not necessarily be limited to, the following:

(a) approved professional development;

(b) travel, where an employee is required to work at a location other than the usual location.

17.10 Committee Participation

(a) In addition to the duties included in their jobs, Type A staff members are expected to participate on UFV committees. Participation will take place on UFV time.

(b) Staff with Type C contracts are encouraged to participate on UFV committees. Participation will take place on UFV time.

(c) Participation in more than one (1) UFV committee whose activities require the Type A or Type C employee to be absent from his or her regular duties requires approval of the appropriate senior administrator. The appropriate senior administrator shall provide the necessary preparation time for such committee work.

17.11 Review of Job Descriptions and Duties

(a) The Employer shall provide each staff member with a copy of his or her current job description. In the event a job description is not provided, the posting will be considered to be the job description.

(b) When new staff positions are created or existing vacant positions have had substantive changes to duties, education or experience, the following will take place:

(i) The Director of Human Resources and an FSA member of the JCAC will meet to review the position description prior to circulation to determine in which pay group the position should be placed.

(ii) Once the position has been filled, Human Resources will forward the job description to the JCAC. The JCAC will conduct an interim audit based on the written job description and supplementary material such as the posting, the rating for the position which was revised, etc. No interview will be conducted until the probationary period for the incumbent is concluded.

(iii) Within six (6) months of the conclusion of the probationary period of the incumbent, JCAC will schedule a regular audit of the position, and which may be based on authorized revisions to the position.

(c) An employee may at any time formally request that his or her supervisor review the employee's job description to determine its adequacy. The request will be made in writing to the supervisor, will be accompanied by a copy of the employee's current job description and should include information concerning the reasons for the request.

(d) The employee and their supervisor will meet within a reasonable and mutually agreed to timeframe to review the job duties.

(e) Within ten (10) work days of meeting with the employee, the supervisor will consult with the appropriate senior administrator. The supervisor will provide the administrator with a copy of the current job description, and a summary of changes discussed with the employee.

(f) The senior administrator shall give a written response to the employee within ten (10) work days from the date of the consultation with the supervisor. If the Senior Administrator approves changes in the job description, he or she will notify the employee that Human Resources has been advised to prepare a revised job description.

(g) Human Resources shall, within ten (10) work days of receiving notice from the Senior Administrator, prepare a revised job description and forward it to the Senior Administrator for review.

(h) If the Senior Administrator approves the revised job description, he or she shall forward the appropriate documentation to the JCAC within five (5) work days and will provide a copy to the employee. The documentation will include a copy of the current audited job description which notes all duties changed; and a copy of the revised approved job description prepared by Human Resources.

(i) JCAC may from time to time, but not less than five (5) years after a classification review, provide written notification to a Senior Administrator that a routine review of a job description or descriptions in his or her area of responsibility is due. The purpose of such reviews is to ensure the currency of audited job descriptions. On receiving such notice, the Senior Administrator will request the relevant supervisor to meet with the employee to review the currency of the job description.

(j) An employee may grieve his or her job description.

17.12 Additional Hours of Work

(a) A staff employee whose contract is less than 100% but is consistently offered and accepts additional hours for a period of four months, shall have the contract revised if the additional hours are likely to continue.

(b) It is the responsibility of either the employee or the Association to request Human Resources to review and revise the employee's contract.

(c) The employer will supply the Association with a report listing the names of all less than 100% employees submitting time sheets.

ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

18.1 Teaching Faculty Duties

The essential duties and responsibilities comprising the workload of teaching faculty members fall into three categories. Recognizing that work in these areas constitutes the faculty member's professional obligation to the University, all these activities shall form the basis of departmental considerations in developing workload assignments which are reasonable and equitable.

(a) Teaching

Teaching includes scheduled and unscheduled teaching, as well as maintenance of academic and professional currency.

- Scheduled teaching consists of the development and delivery of courses, including lectures, seminars, laboratories, clinical supervision, online courses, and studios. The work for such courses entails course design and preparation, evaluation, marking and grading, and student consultation and advice
- Unscheduled teaching may include supervision of research theses and projects, practica, field study, directed reading, and independent studies as well as individual mentoring and counselling on academic matters

(b) Service

Service may include but is not restricted to the following activities:

- Participation in department, faculty and university governance
- Service on regional, national and international committees and other professional organizations
- Administrative and non-teaching responsibilities within the University
- Participation in the Faculty and Staff Association, its processes and committees
- Creation, development, evaluation and revision of academic programs
- Community service where the individual has made an essentially non-remunerative contribution by virtue of particular academic competence.

(c) Scholarship and Scholarly Activity

Scholarly work is intellectual and academic work that is undertaken for the benefit of one's professional development, students, peers, and/or the community or society. Faculty are responsible for reporting on these activities to the university. Scholarship and scholarly activity includes, but is not necessarily limited to

- Writing and publishing of books, articles, and training or user manuals
- Conducting research
- Reviewing journals, books or productions
- Compiling scholarly bibliographies and annotated resource lists
- Developing and disseminating innovative teaching and learning strategies
- Creation of resources or programs to support teaching
- Creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel
- Translating material of scholarly interest
- Developing primary and secondary texts and learning materials
- Developing curriculum and courses
- Scholarship of Teaching and Learning
- Presenting workshops, papers or being a panel member at a conference
- Participating in workshops or conferences
- Inventing or enhancing a piece of equipment or a physical instrument

18.2 Reassignment of Teaching Faculty Workload – Scholarship

The University of the Fraser Valley has a commitment to establishing a fund to support scholarly activity, accessible to all faculty, as outlined in Article 24.2 (Professional Development Funds).

(a) Scholarship undertaken as a result of the reassignment of workload shall be subject to evaluation as part of the faculty member's regular workload.

(b) Instructors who are to be evaluated on additional scholarship must be granted a reassignment of teaching or other duties in order to allow them the opportunity to perform these assignments satisfactorily.

18.3 Assignment of Teaching Faculty Workload

(a) The duty year for Teaching Faculty shall consist of the following:

(i) one hundred and ninety (190) days duty time;
(ii) twenty (20) days approved professional development time;
(iii) forty (40) consecutive days annual vacation.

(b) Department heads are responsible to the deans for managing department resources, including scheduling course offerings to be responsive to student needs. Subject to approval by the dean, the instructional load of faculty will be assigned by the department head in consultation with the department, which will normally include a duly constituted department meeting. Processes used must ensure equity, transparency and fairness in the allocation of workload. Factors to be taken into account shall include but are not limited to the following:

(i) The number of different course preparations
(ii) The number of new courses
(iii) The number of new preparations
(iv) Class sizes and anticipated enrolments
(v) Pedagogy
(vi) The number and types of assignments to be marked
(vii) The qualifications and expertise of the faculty member in specific areas
(viii) The number of Masters or Honours theses supervised
(ix) Program needs
(x) Extraordinary service work for the Department or the University
(xi) Re-assignment of workload granted for research or scholarly activity

(c) To support their scholarly activity, within any two year period, Type B teaching faculty may apply to have up to the equivalent of 25% of their annual workload (2 courses) reassigned to scholarship directly related to the faculty member's area of expertise, scholarship being broadly defined. These requests for reassigned work or equivalent funding will take the form of “research options” or “scholarly activity options.” Such reassignment of workload shall be made by recommendation of the Department to the Dean, and with the approval of the Dean, and further adjudication by the appropriate committee on scholarship, which shall post in advance the general criteria for granting such options. This reassignment of workload would be factored into the assignment of teaching workloads as outlined in 18.3(b).

(d) Upon the recommendation of the departments, and with the approval of the appropriate Dean, instructors preparing and teaching courses new to the UFV curriculum or supervising graduating projects in degree-completion programs will have up to one course reassigned to these tasks. This reassignment of workload would be factored into the assignment of teaching workloads as outlined in 18.3(b).

(e) Teaching Faculty will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the Employer in general and, specifically, of the department or work group to which the faculty employee is assigned. In special circumstances exceptions to the following guidelines may be made by the Employer after consultation with the employee affected and other employees in the area.

(f) A teaching faculty employee shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day, and the length of the instructional day shall not normally exceed twelve (12) hours. The faculty employee shall not normally be expected to teach both an evening section and any block which begins less than twelve (12) hours after the evening section ends on the following day.

(g) The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the Employer to be at a specific location.

(h) Faculty non-instructional duties are to be approved by the appropriate administrator in consultation with the Department Head in accordance with duties described in 18.1 (Teaching Faculty Duties).

(i) An annual professional plan shall be developed by each faculty member in consultation with his or her Department Head, and approved by the appropriate Dean or appropriate excluded administrator, regarding duty time as described in 18.3(a)(ii) above. This plan will take into consideration the needs of the faculty member as much as possible, but also respond to the needs of the department, UFV and the students.

(j) Course assignments will reflect the educational requirements and expertise within the program area or department. As far as is possible, all teaching faculty shall be assigned to teach the full range of UFV offerings within their assigned instructional areas. No faculty in the departments which offer third and fourth-year courses will be exempt from teaching courses at the first and second year levels. In cases where Type B faculty have not qualified by teaching a specialized available course previously, they may request that a standing SAC review their qualifications to teach that course. In cases where qualified faculty members are in conflict over assignment of a course, seniority shall be the initial determining factor, followed, in successive offerings of that course, by rotation among qualified faculty.

(k) Regardless of seniority, faculty are responsible for sharing the department's teaching duties on various campuses, and across all time blocks. Departments should make every effort to ensure that times and locations of the department's course load are rotated among Type B faculty in an equitable manner.

(l) Probationary faculty should have workload assignments that permit an emphasis on those activities most important for success in the probationary process – minimally, with reduced emphasis on service responsibilities.

(m) Faculty who disagree with their workload assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination.

18.4 Teaching Assignments for Faculty in Semester-based programs

(a) Full-time Type B faculty teaching semester-based courses that are of duration 3 to 5 contact hours per week will have a seven-course per year load.

(b) Faculty in Math, CIS, Physics and UUP teach a six-course load per year; for faculty in ESL, the workload will be 12 courses per year.

(c) An instructor teaching courses in a semester-based program shall not normally be required to prepare more than three (3) different courses per semester, or more than five (5) courses per academic year.

(d) Faculty teaching in semester-based programs who have not met their regular annual duty load will be required to teach an extra section in the same or following year, or up to one (1) six (6) week course or its equivalent during their professional development/non-instructional duty time as a part of their regular course load, or faculty could agree to increase their class sizes in year two to the equivalent of an extra section.

(e) For non-science faculty who are not laboratory instructors and whose load includes teaching a lab or a course with a full lab component, the lab or component shall count as .5 of a course. The load for laboratory instructors is 11 lab sections per year.

18.5 Workload for Science Faculty and Science & KPE Lab Instructors

For the purposes of this section, Science faculty are defined as those who teach in Biology, Chemistry or Physics. There are two types of faculty in Science, Lecture Faculty and Lab Faculty (also known as Lab Instructors).

(a) To the extent faculty instruct in labs of courses numbered 099 or below, each lab shall count as 50% of a course. To the extent faculty instruct in first-year labs, each lab shall count as 75% of a course. To the extent faculty instruct in second-year and above labs, each lab shall count as 100% of a course.

(b) Science Lecture faculty's contact hours will be 16 hours per week. To the extent faculty instruct in labs of courses labelled 099 and below, lab hours count 50% of a lecture hour. To the extent faculty instruct in first-year labs, lab hours are 75% of a lecture hour. To the extent faculty instruct in labs in courses labelled 200 and above, lab hours count 100% of a lecture hour.

Course Number	Lab Equivalent	Lecture Hour Equivalent
099 and below	50%	50%
100 level	75%	75%
200 level and above	100%	100%

(c) The weekly maximum hours in actual class instructional time shall not exceed 18, except by overload compensation or equivalent reduction in hours of instruction in the ensuing semester or academic year.

(d) The lab portion of science courses shall not exceed 18 students, except in those courses determined by the department head where the maximum class size may be 24 (Lab instructors will not normally be assigned to instruct these sections), or by invoking the following:

- Lab Instructors will have a faculty workload, the contact hours normally being 18 per week. Departments may, with approval of the Dean and the Lab Instructor(s) affected, alter the number of sections and section sizes to accommodate the same total number of seats available for students. In the departments where labs are offered and in which there are insufficient Lab Technicians available for the resources provided to the departments for technical duties, Lab Instructors may request that a portion of their workload be assigned to technician duties. Any such assignment will require agreement of the Lab Instructor, Department Head, and Dean.

(e) When sufficient lecture work exists, lecture faculty agree to vacate instruction of first year labs, which will be assumed by lab instructors. On occasion and when required, faculty may teach a first year lab to fill out their instructional workload. When this occurs, no Type B lab instructor can be displaced from a lab.

(f) The Employer and the Association agree to a lab instructor pay scale of Step 1 to Step 8 inclusive from the faculty scale, as shown in Article 22.9 (Lab Instructor Schedules).

(g) The Employer agrees that lab instructors who are assigned lab technician duties maintain their faculty position and rate of pay.

(h) Lecture faculty and lab instructors are obligated to consult and agree on matter of common concern such as the compatible sequences of lectures and labs.

(i) The Employer agrees to provide lab technician support in those labs offered by lecture faculty, where the Department determines that safety concerns and instructional complexities require two employees.

(j) The Employer agrees that when a "lab only" course is offered, the actual time of instruction shall apply, as in lecture courses.

18.6 Work Load for Science & KPE Lab Instructors

The table below shows the workload weights of various combinations of 1st year and other labs. Find the intersection of 1st year labs (leftmost column) with number of other labs (along the top) and read off the total workload weight. The bolded numbers are the workloads closest to 11 without going under. Weights beyond 11 may be paid out or banked. Banked portions of overloads may only be taken when sufficient amounts are banked for a whole section.

Science & KPE Lab Instructor workload of 11
with 1st year labs weighted 1.0 and 2nd, 3rd, and 4th weighted 1.57 (11/7)

		Number of 2nd, 3rd or 4th Year Labs							
		7	6	5	4	3	2	1	0
Number of 1st Year Labs	0	**11.00**	9.50	7.75	6.25	4.75	3.25	1.50	0.00
	1	**12.00**	10.50	8.75	7.25	5.75	4.25	2.50	1.00
	2	13.00	**11.50**	9.75	8.25	6.75	5.25	3.50	2.00
	3	14.00	**12.50**	10.75	9.25	7.75	6.25	4.50	3.00
	4	15.00	13.50	**11.75**	10.25	8.75	7.25	5.50	4.00
	5	16.00	14.50	12.75	**11.25**	9.75	8.25	6.50	5.00
	6	17.00	15.50	13.75	**12.25**	10.75	9.25	7.50	6.00
	7	18.00	16.50	14.75	13.25	**11.75**	10.25	8.50	7.00
	8	19.00	17.50	15.75	14.25	12.75	**11.25**	9.50	8.00
	9	20.00	18.50	16.75	15.25	13.75	**12.25**	10.50	9.00
	10	21.00	19.50	17.75	16.25	14.75	13.25	**11.50**	10.00
	11	22.00	20.50	18.75	17.25	15.75	14.25	12.50	**11.00**

18.7 Teaching Loads of Vocational Faculty

(a) The normal teaching duties for a full-time instructor who teaches in a program organized on a training-day basis or which is funded as a vocational program shall not normally exceed twenty-five (25) hours of classroom instruction per week.

(b) UFV Administration, in consultation with Program Heads and Department Heads, shall examine closely ongoing curriculum development needs and other indirect instructional considerations of departments to ensure that training-day-based faculty have sufficient time to perform these essential tasks well. It is recognized that some variation will occur across UFV, but conspicuous inequities between all program areas will be reduced to a minimum. Where possible, immediate adjustments will be made to shorten direct instructional loads of training-day-based faculty to reflect these concerns.

18.8 Teaching Loads in Health Sciences

(a) Nursing Program Faculty

(i) Faculty in the Nursing Program will average seventeen (17) contact hours per week, over an academic year. The length of an academic year is two terms of fourteen (14) weeks and one term of four (4) weeks.

(b) Health Science Faculty in Practical Nursing, Dental Assisting, Dental Hygiene, and Health Care Assistant Programs

(i) Teaching workloads for full-time faculty who teach in these health science programs shall not exceed twenty-five hours of classroom instruction per week.

(ii) UFV Administration, in consultation with Program Heads and Department Heads, shall examine closely ongoing curriculum development needs and other indirect instructional considerations of departments to ensure that training-day-based faculty have sufficient time to perform these essential tasks well. It is recognized that some variation will occur across UFV, but conspicuous inequities between all program areas will be reduced to a minimum. Where possible, immediate adjustments will be made to shorten direct instructional loads of training-day-based faculty to reflect these concerns.

18.9 Student Loads

(a) Full-time Type B teaching faculty must teach a student threshold of 150 students or more in an academic year counted on stable enrolment dates. Type B faculty on reduced contracts will have their threshold reduced accordingly.

(b) Faculty failing to reach their threshold of 150 will be required to teach an extra section in the same or following year OR faculty could agree to increase their class sizes in year two to reach the 150 student limit from year one.

(c) Science Faculty teaching a double block lab count students in the same manner as a class.

(d) When reviewing student loads, UFV will take into account whether a faculty member was teaching on more than one campus, departmental needs, physical space limits and other issues that were beyond the control of the instructor. Should UFV decide to use 18.9(b) above to fulfill the 150 requirement, it would go to LAM for a full review prior to implementation.

18.10 Work Load Modification

(a) Type B teaching faculty may request a one course release or equivalent funding related to their research as research option and/or scholarly activity option.

(b) Student loads are expected to continue to reach the 150 threshold as per 18.9(a) above. Faculty with concerns regarding meeting the student thresholds should contact the Vice President Academic for assistance.

(c) Upon recommendation of the departments, and with the approval of the appropriate Dean, instructors preparing and teaching courses new to the UFV curriculum or supervising graduating projects in degree-completion programs will have up to one course reassigned to these tasks.

18.11 Overloads

(a) No faculty employee shall be required to teach an overload.

(b) Regular faculty work plans are normally developed and approved for each academic year. Type B teaching faculty may request up to three overload sections within an academic year. Faculty whose work plans include requested overload sections will be paid for overload sections once they have fulfilled their regular workload requirements for that academic year.

(c) Faculty may bank overload sections to be used later for release of up to a maximum of four courses in any one semester.

(d) Faculty may request to reduce their workload under the provisions of Article 18.11(c) by providing reasonable notice to their departments. Requests will normally be considered during the annual departmental workload assignment procedures Article 18.3(b). Faculty whose requests are not supported, and who disagree with this decision have access to Article 18.3(m)

(e) As of May 1, 2011 the maximum number of sections which may be banked is four (4). Faculty who have more than this number of sections banked on April 1 are grandfathered, and may not bank any additional sections until their banks fall below four (4). Faculty with 7 or more banked sections may be asked to submit a plan for the use of these sections; such plans will be consistent with 18.11(c).

(f) Faculty can ask to be paid out the banked sections at any time.

(g) Sections banked by Department Heads pursuant to Phase Two of the Agreement on Department Head and Summer Semester Issues will not count as sections under Article 18.11 (Overloads).

(h) Faculty on Sabbatical Leave are not eligible to teach overload sections during the academic year in which the leave occurs.

(i) Faculty who have applied for and been granted a reassignment of workload for the purposes of scholarship, research or service are not eligible to teach overloads during the teaching semesters in which the reassignment has been granted.

18.12 Class Size

(a) Class size for semester-based courses shall not normally exceed thirty-six (36) students. Class sizes for some courses may have maximum enrolments of less than 36. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students (see 18.5(d) above). Class size for training-day based courses shall not normally exceed twenty-two (22) students. Within the maximum limits stated above, policy decisions regarding class sizes for individual courses will be determined by the Instructional Deans.

(b) For the purpose of application of class size limits, actual enrolment in a given course section is determined on the date specified by the Ministry of Education for reporting stable enrolment figures.

(c) The class size of an individual course section may not be unilaterally increased by management. The department and instructor must consent in writing to the increase.

(d) The class size of an individual course section may not be unilaterally decreased by an instructor or department. The Dean of the area must consent in writing to the decrease.

(e) A directed or independent studies course or section shall have a maximum enrolment of six. Enrolments above that number will be permitted only with the mutual consent of the instructor and the Dean or his/her designate.

(f) Class size increases or decreases are a matter for joint union-management consultation. Present maximum enrolment limits for each course will be presumed to be acceptable unless either side requests a review.

(g) If the dean, instructor, and department cannot agree on the maximum class size in a particular course section, course or courses, they may apply to a joint review committee composed of the Associate Vice President of Human Resources, the Provost and Vice President, Academic, the Association Agreements Chair, and two additional Association Executive members. Agreement shall not be unreasonably withheld.

(h) If either side requests it, a Task Force may be appointed to review class sizes on an institution-wide basis over the term of this agreement. The Task Force should have equal representation from the Association and management, and should make every effort to represent a cross-section of instructional areas.

18.13 Exceptions

Exceptions to the provisions regarding normal working conditions for faculty will be resolved upon recommendation of the appropriate Department Head or Program Head and approval of the appropriate Instructional Dean.

18.14 Assignment of Courses for Faculty

Available work will be distributed to department members in the order specified below.

Step 1 All Type B teaching faculty shall be given first priority for existing work up to their contracted Type B workload fraction. Course assignments will reflect the educational requirements and expertise with the program area or department. Type B teaching faculty, regardless of seniority, are responsible for sharing the department's teaching duties on various campuses, across all time blocks. Department Heads should make every effort to ensure that those aspects of the department's course load are rotated among Type B faculty in an equitable manner. In cases where Type B teaching faculty have not qualified by teaching an available course previously, they may request that a standing SAC review their qualifications to teach that course.

Step 2 Type B teaching faculty with <100% contracted Type B workload fraction shall be topped up by seniority and qualifications.

Step 3 Sessionals who worked in fiscal year 2002-03 will be offered the same workload as they received in 2002-03, but not more than the normal maximum for their area. Sessionals who have only taught one course at UFV before 1st April 2003 are excluded from this section, but will be included in Step 7 below.

Step 4 Limited Term Appointments (as per Article 12.9).

Step 5 Type B teaching faculty working at 100% workload fractions for their area shall be offered the first of the three allowable overloads per academic year,one course, by seniority, provided they are qualified.

Step 6 Sessionals who have worked during the previous two academic years shall be offered the same amount of work as the year before, by seniority in their position and by qualifications, up to a maximum of three courses.

Step 7 Recognizing the three (3) overload limit for Type B teaching faculty and the ten (10) section limit for Sessional faculty (all departments), all remaining sections will be assigned at the discretion of the department. All workload assignments are subject to the approval of the dean of the area, and only in exceptional circumstances will the dean approve a workload in excess of the three allowable overloads per academic year. In assigning additional available courses, sessionals and type B faculty will be offered additional courses as available, beginning with sessionals, by seniority and qualifications, one course to each individual, in successive rounds. No individual gets a second course until all qualified members have been offered a first course, and so on.

The procedure for the assignment of courses, as outlined in the UFV Procedure for the Assignment of Courses Policy, cannot be altered without the approval of the Association and the Employer.

Association Board

18.15 Re-Adjusting a Members Regularization Point

If a part-time Type B teaching faculty teaches above their regularization percent for a period of three consecutive years the faculty members' Type B contract will be elevated to the average workload of the three year period.

This will apply to:

(a) Any member who obtained their Type B contract before April 1st 2003,

(b) Any member who obtained their Type B contract or will obtain their Type B contract, through the former regularization track (reg track) procedure cited in Article 14.6 (Regularization of Employees) of the 2001-2003 Collective Agreement (Also known as Category I Reg track candidates).

(c) Any member on Reg track by Category II or III designation shall be awarded the adjustment cited above at the discretion of the Associate Vice President of Human Resources.

18.16 Department and Program Head Duties

Department and Program Heads are responsible for the general administration and co-ordination of the department. This general co-ordination and administration is to ensure consistent and timely attention to operating needs of the department and program. The Head will implement UFV procedures and guidelines to ensure fairness in scheduling, allocation of work, and the delegation of tasks to department members from the Departmental Task list to ensure equitable workloads. The Head is responsible for promoting and maintaining the long-range interests and goals of the department or program.

While clerical and organizational duties may in rare cases be performed by Heads, it is recognized that the Head's role is as a faculty member, and so his/her duties should be confined to those requiring the role or judgement of a faculty member. Routine tasks such as information gathering, departmental record keeping, and administration of student files will ordinarily be performed by staff employees, under the supervision of the Head and the Dean.

Duties of the position will include employee performance management of staff employees as described in Article 4.1(b) and co-ordination of departmental responsibilities as detailed in the Departmental Tasks document. Priorities for the department will be set through discussions with the Dean of the area, and with the department. While it is expected that the Head will complete many of these tasks, others will be assumed by members of the department.

In March of each year, the Labour and Management Committee (LAM) will provide the Union with a report on Department Head releases, stipends and compensation in lieu of releases.

ARTICLE 19: WORKING CONDITIONS FOR ACADEMIC SUPPORT FACULTY

Academic Support Faculty are Type B faculty who do not teach or have full responsibility for regular assigned courses. This category of faculty includes Librarians, Counselors, Educational Advisors, Consultants in the Writing and Math Centers, Field Placement Officers, and a limited number of other student support professionals

19.1 Academic Support Faculty Duties

The essential duties and responsibilities comprising the workload of Academic Support Faculty fall into three categories: Professional Practice, Service, and Scholarship and Scholarly Activity. Recognizing that work in these areas constitutes the faculty member's professional obligation to the University, these activities shall form the basis of consideration in developing workload assignments which are reasonable and equitable.

(a) Professional Practice

Professional practice varies with the range of duties and responsibilities appropriately assigned to the position (as outlined in 19.2 to 19.5)

(b) Service

Service may include, but is not limited to:

(i) Participation in department, faculty and university governance

(ii) Service on regional, national and international committees and other professional organizations

(iii) Administrative and non-teaching responsibilities within the University

(iv) Participation in the Faculty and Staff Association, its processes and committees

(v) Community service where the individual has made an essentially non-remunerative contribution by virtue of particular academic competence

(c) Scholarship and Scholarly Activity

Scholarly work is intellectual and academic work that is undertaken for the benefit of one's professional development, students, peers, and/or the community or society. Academic Support Faculty are responsible for reporting on these activities to the university. Scholarship and scholarly activity may include, but are not necessarily limited to:

(i) Writing and publishing of books, articles, and training or user manuals

(ii) Conducting research

(iii) Reviewing journals, books or productions

(iv) Reviewing new therapeutic and learning practices

(v) Compiling scholarly bibliographies, databases, and annotated resource lists

(vi) Developing and disseminating innovative advising strategies

(vii) Creation of resources or programs to support professional practice

(viii) Developing primary and secondary texts and learning materials

(ix) Developing curriculum, workshops and courses

(x) Scholarship of Teaching and Learning as it relates to professional practice

(xi) Presenting workshops, papers or being a panel member at a conference

(xii) Participating in conferences or workshops

19.2 Librarians

Librarians assist students, faculty members, and programs/departments with their information, research, and program development and support needs.

Their Professional Practice may include, but is not limited to:

(a) Selecting materials for the library collections

(b) Teaching, both formal (scheduled) and informal (unscheduled) which may include conducting seminars; preparing, grading, and correcting assignments; guiding students' individual work; consulting with students outside of class time; participating in the development of teaching methods, programs, or course content; staying current with teaching ;practices within a given discipline

(c) Providing reference services

(d) Serving as liaisons to multiple departments within one or more faculties

(e) Collaborating with faculty in selecting materials appropriate for the collection

(f) Providing input into the curriculum development process

(g) Integrating research and information literacy into the curriculum

(h) Overseeing one or more units or programs within the library and associated staff

19.3 Counsellors

Counsellors assist students with personal, crisis, and career counselling, provide students with instruction in study skills, and consult with students, faculty, staff, and administrators on matters pertaining to mental health and academic success.

Their Professional Practice may include, but is not limited to:

(a) Providing personal, crisis, study skills, life planning and career counselling

(b) Administering and interpreting standardized and non-standardized assessments

(c) Providing critical incident/crisis response and support

(d) Identifying student learning needs and barriers and creating intervention strategies

(e) Teaching broad-based and discipline-specific study skills

(f) Assisting faculty in communicating with and responding to at-risk students

(g) Collaborating with community health services

(h) Contributing to institutional dialogue regarding student wellness

(i) Offering psycho-education and wellness workshops

19.4 Academic Advisors

Academic Advisors assist students in formulating educational plans, provide information to students with regard to institutional policies and procedures, refer students to services designed to increase their academic success, and support faculty and administrators in designing curriculum and developing policies and programs. Academic Advisors maintain academic and professional currency and adhere to stated professional standards by following core values as outlined by a professional advising body such as NACADA or BCADA.

Their Professional Practice may include, but is not limited to:

(a) Providing Academic Advising in individual, group, and on-line formats

(b) Communicating curriculum and graduation requirements and university policies and procedures

(c) Monitoring and documenting students' progression from admission to graduation

(d) Providing students with information, referrals, and coaching to develop academic skills

(e) Providing developmental advising and mentoring to students

(f) Developing and facilitating presentations and workshops for faculty, students, and staff

19.5 Assignment of Academic Support Professional Faculty Workload

(a) The duty year for Academic Support Faculty, not including Academic Advisors, shall normally consist of the following:

(i) up to twenty (20) days approved professional development time;
(ii) forty (40) consecutive days annual vacation;
(iii) the remainder of the year as assigned duty time

(b) The duty year for Academic Advisors shall normally consist of the following:

(i) up to ten (10) days approved professional development time;
(ii) thirty (30) consecutive days annual vacation;
(iii) the remainder of the year as assigned duty time

(c) Academic Support Faculty will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the Employer in general and, specifically, of the department or work group to which the faculty employee is assigned. In special circumstances exceptions to the following guidelines may be made by the Employer after consultation with the employee affected and other employees in the area.

(d) The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the Employer to be at a specific location.

(e) Academic Support Faculty shall not normally be assigned a duty load which requires returning to work less than twelve (12) hours after the end of an evening shift.

(f) An annual professional plan shall be developed by each Academic Support Faculty member in consultation with his or her supervisor, and approved by the appropriate Dean or appropriate excluded administrator, regarding duty time as described in 19.5(a) above. This plan will take into consideration the needs of the faculty member as much as possible, but also respond to the needs of the department, UFV and the students.

Association Board

ARTICLE 20: WORKING CONDITIONS FOR DIRECTORS

Directors are Type B Professional assigned by the employer primarily to direct the work of a specific department or work group and paid according to the salary schedule described in Article 22.11 (Directors' Schedules).

20.1 Director Duties and Responsibilities

The essential duties and responsibilities comprising the workload of Directors is to direct the work of a specific department or work group. In addition to these regular duties, Directors have a service and a professional development obligation. Recognizing that work in all three areas constitutes Director's professional obligation to the University, these activities shall form the basis of consideration in developing workload assignments which are reasonable and equitable.

20.2 Assignment of Director Workload

(a) The duty year for Directors shall normally consist of the following:

(i) up to fifteen (15) days approved professional development time;

(ii) thirty (30) days annual vacation;

(iii) the remainder of the year as assigned duty time

(b) Directors shall normally work regular schedules of thirty five (35) hour weeks, with no less than two (2) consecutive days off per week, to meet the needs of their specific area and UFV in general.

(c) Where the nature of the position requires evening or weekend work, thirty five (35) hour work weeks will be taken as an average when determining the extra hours worked. The amount and the scheduling of compensatory time shall be mutually agreed upon by the appropriate senior administrator and the Director.

(d) In addition to their regular duties, Directors have an obligation to participate in UFV-wide committees and to undertake approved professional development. In order that they may fulfill the latter obligation, Directors shall be granted up to 15 days per year by the appropriate Vice President for approved professional development activities as distinct from their annual vacation entitlement.

ARTICLE 21: STAFF WAGE RATES AND SALARY SCHEDULES

21.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement. The indication of a pay group in the Schedules shall not bind the Employer to create or fill such pay groups.

21.2 Acting in a Higher Capacity

(a) Employees directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days shall receive an increase of ten percent (10%) of their rate of pay for the time in which they are actually performing the higher rated duties.

(b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.

21.3 Additional Duties

A Dean may, at his/her discretion, compensate a Staff employee 10% additional compensation for performing duties of an employee or employees on the same pay group or lower absent due to illness, family emergency, etc. as a form of merit recognition.

21.4 Rate of Pay on Temporary Assignment to a Lower Paid Position

Employees temporarily assigned by the employer to a position with a lower rate of pay shall maintain their regular rate of pay.

21.5 Rate of Pay on Transfer or Promotion

(a) Employees permanently transferred to a lower paying position shall be paid at the increment rate for the new position that is immediately lower than that which they had been receiving.

(b) Employees transferred to another position which has the same pay rate as the employee's former position, shall be given no change to their rate of pay or increment anniversary date.

(c) Employees promoted to a higher paying position, shall receive the increment rate for the new position which is immediately higher than the increment rate they had received in their previous position.

(d) Transfers or promotions shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise specifically be provided in this Agreement.

21.6 Rate of Pay on Reclassification

(a) Where an employee's position is reclassified to a higher pay group, the employee shall then be paid at the new pay rate which is immediately higher than he or she had previously been receiving.

(b) When a position is reclassified to a lower rated pay group, any incumbent employees shall continue to receive the same rate of pay they had been receiving, but will not receive any further increments or pay increases until such time as the new rate for appropriate service in the reclassified position equals or exceeds the rate the employee has been receiving.

(c) Reclassification shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise be specifically provided in this Agreement.

(d) An employee may grieve improper classification.

21.7 Job Classification Audit Committee

(a) The Employer shall arrange for the training of three (3) representatives of the Association and three (3) representatives of UFV administration in the job evaluation rating system employed by UFV. The cost of training shall be shared equally between the Employer and the Association.

(b) All new positions falling within the classification provision of this Agreement shall be audited and shall be reviewed six (6) months later. For existing positions, the Committee shall audit a classification change only when there is a change in the job description.

(c) A joint Job Classification Audit Committee equally representing the Employer and the Association shall, at the request of either party, subject to Article 21.7(b) above,

(i) convene to audit the classification assigned to any position falling within the classification provision of this Agreement;

(ii) make recommendations in writing to the Employer as may be necessary concerning the classification of any position falling within the classification provision of this Agreement.

The Job Classification Audit Committee shall endeavour to inform the parties of the factors involved and the results of each stage of the position classification procedure.

(d) The Job Classification Audit Committee shall not exceed a total of six (6) members, three (3) appointed by and from the Association and three (3) appointed by the Employer. Four (4) members equally representing the Association and the Employer shall constitute a quorum.

21.8 Type C and Type D Employees: Rate of Pay

(a) Type C and Type D employees will be paid the same proportion of full salary that their assignment bears to Type A employees.

(b) Those who do not choose or are ineligible to participate in the benefits program (see Article 28.8, for Type C, Limited Term and Sessional Employees Access to Benefits, and Article 28.9, for Type D and Auxiliary II Employees Access to Benefits) will receive a four (4%) percent benefits allowance.

21.9 Auxiliary II Employees: Rate of Pay

(a) Auxiliary II employees will be paid on Group 1 of the Staff Salary Scale (Article 21.12 Staff Schedules).

(b) Auxiliary II employees will receive 4% in lieu of access to benefits.

(c) Auxiliary II employees will have access to In-House Professional Development per Article 24.3 (Classification of Professional Development).

21.10 Increment Anniversary: Staff

(a) Employees will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the pay period following the earning of twelve (12) months of seniority as defined in Article 15.1 (Calculation of Seniority).

(b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service based on the employee's evaluation report.

(c) If an employee takes more than six (6) months of unpaid leave in any year, the employee's increment anniversary date will be postponed one (1) full year.

(d) The employer may grant more than one (1) pay increment for improved qualifications.

21.11 Pay Days

Employees shall be paid semi-monthly. Pay shall be issued at the employee's normal place of work or at such place as the employee may request in writing and of which the Employer approves.

Association Board

21.12 Staff Schedules

(a) The Annual Staff Salary Schedule from April 1, 2012 to March 31, 2014 shall be the following:

GROUP		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Apr 1 - Dec 31, 2012	$29,851.84	$30,572.88	$31,335.15	$32,118.02	$32,880.27	$34,404.81	$35,264.92
	Jan 1 - Mar 31, 2013	$30,150.36	$30,878.61	$31,648.50	$32,439.20	$33,209.07	$34,748.86	$35,617.57
	Apr 1 - Aug 31, 2013	$30,451.86	$31,187.40	$31,964.99	$32,763.59	$33,541.16	$35,096.35	$35,973.75
	Sep 1 - Dec 31, 2013	$30,756.38	$31,499.27	$32,284.64	$33,091.23	$33,876.57	$35,447.31	$36,333.49
	Jan 1, 2014	$31,063.94	$31,814.26	$32,607.49	$33,422.14	$34,215.34	$35,801.78	$36,696.82
2	Apr 1 - Dec 31, 2012	$31,335.15	$32,118.02	$32,880.27	$33,704.33	$34,693.22	$36,258.96	$37,165.43
	Jan 1 - Mar 31, 2013	$31,648.50	$32,439.20	$33,209.07	$34,041.37	$35,040.15	$36,621.55	$37,537.08
	Apr 1 - Aug 31, 2013	$31,964.99	$32,763.59	$33,541.16	$34,381.78	$35,390.55	$36,987.77	$37,912.45
	Sep 1 - Dec 31, 2013	$32,284.64	$33,091.23	$33,876.57	$34,725.60	$35,744.46	$37,357.65	$38,291.57
	Jan 1, 2014	$32,607.49	$33,422.14	$34,215.34	$35,072.86	$36,101.90	$37,731.23	$38,674.49
3	Apr 1 - Dec 31, 2012	$32,880.27	$33,704.33	$34,693.22	$35,558.49	$36,774.00	$38,380.91	$39,340.44
	Jan 1 - Mar 31, 2013	$33,209.07	$34,041.37	$35,040.15	$35,914.07	$37,141.74	$38,764.72	$39,733.84
	Apr 1 - Aug 31, 2013	$33,541.16	$34,381.78	$35,390.55	$36,273.21	$37,513.16	$39,152.37	$40,131.18
	Sep 1 - Dec 31, 2013	$33,876.57	$34,725.60	$35,744.46	$36,635.94	$37,888.29	$39,543.89	$40,532.49
	Jan 1, 2014	$34,215.34	$35,072.86	$36,101.90	$37,002.30	$38,267.17	$39,939.33	$40,937.81
4	Apr 1 - Dec 31, 2012	$35,558.49	$36,774.00	$37,680.45	$38,401.54	$39,349.21	$41,017.94	$42,043.39
	Jan 1 - Mar 31, 2013	$35,914.07	$37,141.74	$38,057.25	$38,785.56	$39,742.70	$41,428.12	$42,463.82
	Apr 1 - Aug 31, 2013	$36,273.21	$37,513.16	$38,437.82	$39,173.42	$40,140.13	$41,842.40	$42,888.46
	Sep 1 - Dec 31, 2013	$36,635.94	$37,888.29	$38,822.20	$39,565.15	$40,541.53	$42,260.82	$43,317.34
	Jan 1, 2014	$37,002.30	$38,267.17	$39,210.42	$39,960.80	$40,946.95	$42,683.43	$43,750.51
5	Apr 1 - Dec 31, 2012	$37,680.45	$38,401.54	$39,349.21	$40,317.48	$41,945.01	$43,675.56	$44,767.44
	Jan 1 - Mar 31, 2013	$38,057.25	$38,785.56	$39,742.70	$40,720.65	$42,364.46	$44,112.32	$45,215.11
	Apr 1 - Aug 31, 2013	$38,437.82	$39,173.42	$40,140.13	$41,127.86	$42,788.10	$44,553.44	$45,667.26
	Sep 1 - Dec 31, 2013	$38,822.20	$39,565.15	$40,541.53	$41,539.14	$43,215.98	$44,998.97	$46,123.93
	Jan 1, 2014	$39,210.42	$39,960.80	$40,946.95	$41,954.53	$43,648.14	$45,448.96	$46,585.17
6	Apr 1 - Dec 31, 2012	$39,349.21	$40,317.48	$41,945.01	$42,975.09	$44,520.21	$46,333.17	$47,491.51
	Jan 1 - Mar 31, 2013	$39,742.70	$40,720.65	$42,364.46	$43,404.84	$44,965.41	$46,796.50	$47,966.43
	Apr 1 - Aug 31, 2013	$40,140.13	$41,127.86	$42,788.10	$43,838.89	$45,415.06	$47,264.47	$48,446.09
	Sep 1 - Dec 31, 2013	$40,541.53	$41,539.14	$43,215.98	$44,277.28	$45,869.21	$47,737.11	$48,930.55
	Jan 1, 2014	$40,946.95	$41,954.53	$43,648.14	$44,720.05	$46,327.90	$48,214.48	$49,419.86
7	Apr 1 - Dec 31, 2012	$41,945.01	$42,975.09	$44,520.21	$45,632.71	$47,095.42	$48,970.19	$50,194.44
	Jan 1 - Mar 31, 2013	$42,364.46	$43,404.84	$44,965.41	$46,089.04	$47,566.37	$49,459.89	$50,696.38
	Apr 1 - Aug 31, 2013	$42,788.10	$43,838.89	$45,415.06	$46,549.93	$48,042.03	$49,954.49	$51,203.34
	Sep 1 - Dec 31, 2013	$43,215.98	$44,277.28	$45,869.21	$47,015.43	$48,522.45	$50,454.03	$51,715.37
	Jan 1, 2014	$43,648.14	$44,720.05	$46,327.90	$47,485.58	$49,007.67	$50,958.57	$52,232.52
8	Apr 1 - Dec 31, 2012	$47,095.42	$48,269.73	$50,350.49	$51,607.20	$52,884.50	$54,882.87	$56,254.95
	Jan 1 - Mar 31, 2013	$47,566.37	$48,752.43	$50,853.99	$52,123.27	$53,413.35	$55,431.70	$56,817.50
	Apr 1 - Aug 31, 2013	$48,042.03	$49,239.95	$51,362.53	$52,644.50	$53,947.48	$55,986.02	$57,385.68
	Sep 1 - Dec 31, 2013	$48,522.45	$49,732.35	$51,876.16	$53,170.95	$54,486.95	$56,545.88	$57,959.54
	Jan 1, 2014	$49,007.67	$50,229.67	$52,394.92	$53,702.66	$55,031.82	$57,111.34	$58,539.14

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GROUP		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	Apr 1 - Dec 31, 2012	$50,350.49	$51,607.20	$52,884.50	$54,182.41	$55,686.33	$57,767.10	$59,211.28
	Jan 1 - Mar 31, 2013	$50,853.99	$52,123.27	$53,413.35	$54,724.23	$56,243.19	$58,344.77	$59,803.39
	Apr 1 - Aug 31, 2013	$51,362.53	$52,644.50	$53,947.48	$55,271.47	$56,805.62	$58,928.22	$60,401.42
	Sep 1 - Dec 31, 2013	$51,876.16	$53,170.95	$54,486.95	$55,824.18	$57,373.68	$59,517.50	$61,005.43
	Jan 1, 2014	$52,394.92	$53,702.66	$55,031.82	$56,382.42	$57,947.42	$60,112.68	$61,615.48
10	Apr 1 - Dec 31, 2012	$52,884.50	$54,182.41	$55,686.33	$57,066.65	$58,508.76	$60,651.33	$62,167.62
	Jan 1 - Mar 31, 2013	$53,413.35	$54,724.23	$56,243.19	$57,637.32	$59,093.85	$61,257.84	$62,789.30
	Apr 1 - Aug 31, 2013	$53,947.48	$55,271.47	$56,805.62	$58,213.69	$59,684.79	$61,870.42	$63,417.19
	Sep 1 - Dec 31, 2013	$54,486.95	$55,824.18	$57,373.68	$58,795.83	$60,281.64	$62,489.12	$64,051.36
	Jan 1, 2014	$55,031.82	$56,382.42	$57,947.42	$59,383.79	$60,884.46	$63,114.01	$64,691.87
11	Apr 1 - Dec 31, 2012	$55,686.33	$57,066.65	$58,508.76	$59,950.88	$61,310.58	$63,535.56	$65,123.94
	Jan 1 - Mar 31, 2013	$56,243.19	$57,637.32	$59,093.85	$60,550.39	$61,923.69	$64,170.92	$65,775.18
	Apr 1 - Aug 31, 2013	$56,805.62	$58,213.69	$59,684.79	$61,155.89	$62,542.93	$64,812.63	$66,432.93
	Sep 1 - Dec 31, 2013	$57,373.68	$58,795.83	$60,281.64	$61,767.45	$63,168.36	$65,460.76	$67,097.26
	Jan 1, 2014	$57,947.42	$59,383.79	$60,884.46	$62,385.12	$63,800.04	$66,115.37	$67,768.23
12	Apr 1 - Dec 31, 2012	$58,508.76	$59,950.88	$61,310.58	$62,835.11	$64,112.42	$66,399.20	$68,059.18
	Jan 1 - Mar 31, 2013	$59,093.85	$60,550.39	$61,923.69	$63,463.46	$64,753.54	$67,063.19	$68,739.77
	Apr 1 - Aug 31, 2013	$59,684.79	$61,155.89	$62,542.93	$64,098.09	$65,401.08	$67,733.82	$69,427.17
	Sep 1 - Dec 31, 2013	$60,281.64	$61,767.45	$63,168.36	$64,739.07	$66,055.09	$68,411.16	$70,121.44
	Jan 1, 2014	$60,884.46	$62,385.12	$63,800.04	$65,386.46	$66,715.64	$69,095.27	$70,822.65
13	Apr 1 - Dec 31, 2012	$61,310.58	$62,835.11	$64,112.42	$65,698.75	$66,934.85	$69,283.45	$71,015.52
	Jan 1 - Mar 31, 2013	$61,923.69	$63,463.46	$64,753.54	$66,355.74	$67,604.20	$69,976.28	$71,725.68
	Apr 1 - Aug 31, 2013	$62,542.93	$64,098.09	$65,401.08	$67,019.30	$68,280.24	$70,676.04	$72,442.94
	Sep 1 - Dec 31, 2013	$63,168.36	$64,739.07	$66,055.09	$67,689.49	$68,963.04	$71,382.80	$73,167.37
	Jan 1, 2014	$63,800.04	$65,386.46	$66,715.64	$68,366.38	$69,652.67	$72,096.63	$73,899.04
14	Apr 1 - Dec 31, 2012	$64,112.42	$65,698.75	$66,934.85	$68,582.99	$69,736.69	$72,167.67	$73,971.87
	Jan 1 - Mar 31, 2013	$64,753.54	$66,355.74	$67,604.20	$69,268.82	$70,434.06	$72,889.35	$74,711.59
	Apr 1 - Aug 31, 2013	$65,401.08	$67,019.30	$68,280.24	$69,961.51	$71,138.40	$73,618.24	$75,458.71
	Sep 1 - Dec 31, 2013	$66,055.09	$67,689.49	$68,963.04	$70,661.13	$71,849.78	$74,354.42	$76,213.30
	Jan 1, 2014	$66,715.64	$68,366.38	$69,652.67	$71,367.74	$72,568.28	$75,097.96	$76,975.43

21.13 Method of Payment for Type A Less Than 12 Months

Should an employee who is employed for less than 12 months and greater than or equal to eight months wish to have their salary paid over 12 months they can make application to do so by writing to the Associate Vice President of Human Resources prior to August 1 of any year. If they want to revert back to being paid over their period of employment rather than over 12 months they must request to do so to the Associate Vice President by August 1.

Association Board

ARTICLE 22: FACULTY, ACADEMIC/EDUCATIONAL ADVISOR AND DIRECTORS' WAGE RATES AND SALARY SCHEDULES

22.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement.

22.2 Acting in a Higher Capacity or as a Substitute

(a) In the event employees are directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days, they shall receive an increase of ten percent (10%) of their rate of pay for the time in which they are actually performing the higher rated duties.

(b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.

(c) When a faculty member is asked to perform the duties of another employee who is on sick leave, attending a family emergency, or absent for any similar reason, the faculty member is entitled to fair compensation for those duties. For periods of time less than one week, the faculty member will receive this compensation by applying to Human Resources for an honorarium. In situations where these duties are performed for a protracted period of time (the equivalent of a week or more of full-time work), that faculty employee shall receive the additional pay appropriate for a substitute in the position filled. In cases where the faculty member is assuming additional duties by acting in a higher capacity, compensation shall be calculated as $125.00 for periods greater than two weeks and less than one month. For periods greater than one month a payment will be given that is fair and equitable considering the time and circumstances of each case.

22.3 Faculty Advancement

(a) Faculty, Education Advisors and Directors will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the month following the earning of twelve (12) months of seniority as defined in Article 15.1 (Calculation of Seniority).

(b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service, based on the employee's evaluation report.

(c) The employer may grant more than the annual one (1) pay increment for improved qualifications. A faculty member, who has completed six (6) months or more of continuous service, may advance one extra step or more on the faculty salary scale in a given year as recognition for an achievement which brings recognition to UFV or for educational or professional achievement. Additional annual steps for improved qualifications may be requested by application to the Associate Vice President of Human Resources. Additional salary steps which may qualify for certain educational and professional achievements are listed in Article 22.6(a) (Schedules and Placement on Schedules). Faculty are encouraged to apply for approval of increased steps for the improved qualifications prior to commencing work on the qualification to ensure that UFV will recognize the qualification being obtained. The salary increases resulting from this advancement shall take effect on the employees' normal increment date.

Association Board

22.4 Additional Responsibilities

A faculty member who accepts in writing special responsibilities such as serving as a Department Head shall normally be granted the release time necessary to fulfill those responsibilities. However, the appropriate Dean or excluded administrator may, after consultation with the coordination group, grant additional compensation by salary adjustment when the normal duties and responsibilities defined in the relevant job description are exceeded.

22.5 Pay Days

Faculty, Education Advisors and Directors' salaries shall be paid in twenty-four (24) equal instalments. Pay shall be issued at the employee's place of work or at such place as the employee may request in writing and of which the Employer approves.

22.6 Schedules and Placement on Schedules

(a) Faculty Placement: Minimum qualifications of Masters Degree or appropriate journeyman certification and at least eight (8) years' journeyman experience, or equivalent of either, shall have a base placement of Step 1 (one). Minimum qualifications of Doctorate or appropriate journeyman certification and at least fifteen (15) years journeyman experience, or equivalent of either, shall have a base placement of Step Three (3).

(b) Vocational teaching experience evaluated by the Employer as more than satisfactory shall be considered as equivalent journeyman experience under these provisions.

(c) Sessional Instructors who are appointed to Type B Faculty positions will have the number of sections taught at UFV taken into account when placement on scale is determined, in addition to experience taken into account under Article 22.7 (Recognition of Previous Comparable Experience).

(d) Initial placement on the Salary Scale is not grievable.

The Employer may, with the consent of the employee, change the initial placement of the employee.

22.7 Recognition of Previous Comparable Experience

Previous comparable work experience as evaluated by the Employer shall be recognized at the rate of one (1) step for each year of full-time experience. Where such experience is recognized, teaching assistantships, laboratory experience, and related part-time experience shall be recognized on a proportional basis not to exceed point five (.5) to one (1). Comparable work experience shall be determined by the Employer to a maximum of seven (7) additional steps.

22.8 Faculty Schedules

The Faculty Salary Schedules from April 1, 2012 to March 31, 2014, shall be the following:

Step	Apr 1 - Dec 31, 2012	Jan 1 - Mar 31, 2013	Apr 1 - Aug 31, 2013	Sep 1 - Dec 31, 2013	Jan 1, 2014
1	$51,796.80	$52,314.77	$52,837.92	$53,366.30	$53,899.96
2	$54,347.99	$54,891.47	$55,440.38	$55,994.78	$56,554.73
3	$56,899.21	$57,468.20	$58,042.88	$58,623.31	$59,209.54
4	$59,450.41	$60,044.91	$60,645.36	$61,251.81	$61,864.33
5	$62,001.60	$62,621.62	$63,247.84	$63,880.32	$64,519.12
6	$64,552.82	$65,198.35	$65,850.33	$66,508.83	$67,173.92
7	$67,104.02	$67,775.06	$68,452.81	$69,137.34	$69,828.71
8	$69,655.23	$70,351.78	$71,055.30	$71,765.85	$72,483.51
9	$72,627.91	$73,354.19	$74,087.73	$74,828.61	$75,576.90
10	$77,969.79	$78,749.49	$79,536.98	$80,332.35	$81,135.67
11	$83,231.00	$84,063.31	$84,903.94	$85,752.98	$86,610.51

NOTE: For the purposes of this contract, all references to this scale shall be taken as the UFV format.

22.9 Lab Instructor Schedules

The Lab Instructor Salary Schedules from April 1, 2012 to March 31, 2014, shall be the following:

Step	Apr 1 - Dec 31, 2012	Jan 1 - Mar 31, 2013	Apr 1 - Aug 31, 2013	Sep 1 - Dec 31, 2013	Jan 1, 2014
1	$51,797.05	$52,315.02	$52,838.17	$53,366.55	$53,900.22
2	$54,348.26	$54,891.74	$55,440.66	$55,995.07	$56,555.02
3	$56,899.46	$57,468.45	$58,043.13	$58,623.56	$59,209.80
4	$59,450.67	$60,045.18	$60,645.63	$61,252.09	$61,864.61
5	$62,001.87	$62,621.89	$63,248.11	$63,880.59	$64,519.40
6	$64,553.07	$65,198.60	$65,850.59	$66,509.10	$67,174.19
7	$67,104.02	$67,775.06	$68,452.81	$69,137.34	$69,828.71
8	$73,231.00	$73,963.31	$74,702.94	$75,449.97	$76,204.47

22.10 Educational Advisor Schedules

The Educational Advisor Salary Schedules from April 1, 2012 to March 31, 2014 shall be the following:

Step	Apr 1 - Dec 31, 2012	Jan 1 - Mar 31, 2013	Apr 1 - Aug 31, 2013	Sep 1 - Dec 31, 2013	Jan 1, 2014
1	$47,643.76	$48,120.20	$48,601.40	$49,087.41	$49,578.28
2	$49,320.09	$49,813.29	$50,311.42	$50,814.53	$51,322.68
3	$50,995.35	$51,505.30	$52,020.35	$52,540.55	$53,065.96
4	$52,665.28	$53,191.93	$53,723.85	$54,261.09	$54,803.70
5	$54,347.99	$54,891.47	$55,440.38	$55,994.78	$56,554.73
6	$56,899.21	$57,468.20	$58,042.88	$58,623.31	$59,209.54
7	$58,508.76	$59,093.85	$59,684.79	$60,281.64	$60,884.46
8	$59,950.88	$60,550.39	$61,155.89	$61,767.45	$62,385.12
9	$61,310.58	$61,923.69	$62,542.93	$63,168.36	$63,800.04
10	$63,535.56	$64,170.92	$64,812.63	$65,460.76	$66,115.37
11	$65,123.94	$65,775.18	$66,432.93	$67,097.26	$67,768.23

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22.11 Directors' Schedules

The Directors' Salary Schedule, from April 1, 2012 to March 31, 2014 will be the following:

SCALE		1	2	3	4	5	6
D-I	Apr 1 - Dec 31, 2012	$54,347.99	$56,899.21	$59,450.41	$62,001.60	$64,552.82	$66,683.05
	Jan 1 - Mar 31, 2013	$54,891.47	$57,468.20	$60,044.91	$62,621.62	$65,198.35	$67,349.88
	Apr 1 - Aug 31, 2013	$55,440.38	$58,042.88	$60,645.36	$63,247.84	$65,850.33	$68,023.38
	Sep 1 - Dec 31, 2013	$55,994.78	$58,623.31	$61,251.81	$63,880.32	$66,508.83	$68,703.61
	Jan 1, 2014	$56,554.73	$59,209.54	$61,864.33	$64,519.12	$67,173.92	$69,390.65
D-II	Apr 1 - Dec 31, 2012	$64,552.82	$67,104.02	$70,143.75	$72,206.43	$77,078.95	$79,622.55
	Jan 1 - Mar 31, 2013	$65,198.35	$67,775.06	$70,845.19	$72,928.49	$77,849.74	$80,418.78
	Apr 1 - Aug 31, 2013	$65,850.33	$68,452.81	$71,553.64	$73,657.77	$78,628.24	$81,222.97
	Sep 1 - Dec 31, 2013	$66,508.83	$69,137.34	$72,269.18	$74,394.35	$79,414.52	$82,035.20
	Jan 1, 2014	$67,173.92	$69,828.71	$72,991.87	$75,138.29	$80,208.67	$82,855.55
D-III	Apr 1 - Dec 31, 2012	$76,572.31	$78,302.92	$80,030.33	$81,760.94	$86,927.20	$89,795.81
	Jan 1 - Mar 31, 2013	$77,338.03	$79,085.95	$80,830.63	$82,578.55	$87,796.47	$90,693.77
	Apr 1 - Aug 31, 2013	$78,111.41	$79,876.81	$81,638.94	$83,404.34	$88,674.43	$91,600.71
	Sep 1 - Dec 31, 2013	$78,892.52	$80,675.58	$82,455.33	$84,238.38	$89,561.17	$92,516.72
	Jan 1, 2014	$79,681.45	$81,482.34	$83,279.88	$85,080.76	$90,456.78	$93,441.89
D-IV	Apr 1 - Dec 31, 2012	$78,301.86	$80,030.33	$81,760.94	$83,490.48	$88,373.64	$91,289.97
	Jan 1 - Mar 31, 2013	$79,084.88	$80,830.63	$82,578.55	$84,325.38	$89,257.38	$92,202.87
	Apr 1 - Aug 31, 2013	$79,875.73	$81,638.94	$83,404.34	$85,168.63	$90,149.95	$93,124.90
	Sep 1 - Dec 31, 2013	$80,674.49	$82,455.33	$84,238.38	$86,020.32	$91,051.45	$94,056.15
	Jan 1, 2014	$81,481.23	$83,279.88	$85,080.76	$86,880.52	$91,961.96	$94,996.71
D-V	Apr 1 - Dec 31, 2012	$80,030.33	$81,760.94	$83,490.48	$84,936.91	$90,633.22	$93,624.12
	Jan 1 - Mar 31, 2013	$80,830.63	$82,578.55	$84,325.38	$85,786.28	$91,539.55	$94,560.36
	Apr 1 - Aug 31, 2013	$81,638.94	$83,404.34	$85,168.63	$86,644.14	$92,454.95	$95,505.96
	Sep 1 - Dec 31, 2013	$82,455.33	$84,238.38	$86,020.32	$87,510.58	$93,379.50	$96,461.02
	Jan 1, 2014	$83,279.88	$85,080.76	$86,880.52	$88,385.69	$94,313.30	$97,425.63

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22.12 Limited Term Appointment Schedules

The schedule for the limited term appointments shall be the following:

Step	Qualifications	Sep 1 - Dec 31, 2013	Jan 1, 2014
1	Minimum Masters	$53,366.30	$53,899.96
2	Minimum PhD	$55,994.78	$56,554.73

NOTE: Rates above include all benefit allowances and entitlement to earned annual vacation of 35 days to be taken within the term of the contract.

22.13 Sessional Schedules

The Per-Section Salary Schedules from September 1, 2012 to March 31, 2014 shall be the following:

			Sessional 1 - 8 sections taught at UFV	Sessional 9 or more sections taught at UFV	Overloads Type B Faculty and Type A Staff
A	3 - 4 hours per week	Apr 1 - Dec 31, 2012	$5,844.59	$6,000.00	$6,000.00
		Jan 1 - Mar 31, 2013	$5,903.04	$6,060.00	$6,060.00
		Apr 1 - Aug 31, 2013	$5,962.07	$6,120.60	$6,120.60
		Sep 1 - Dec 31, 2013	$6,021.69	$6,181.81	$6,181.81
		Jan 1, 2014	$6,081.91	$6,243.63	$6,243.63
B	5 - 6 hours per week (30 hours extra).	Apr 1 - Dec 31, 2012	$6,644.59	$6,800.00	$6,800.00
		Jan 1 - Mar 31, 2013	$6,711.04	$6,868.00	$6,868.00
		Apr 1 - Aug 31, 2013	$6,778.15	$6,936.68	$6,936.68
		Sep 1 - Dec 31, 2013	$6,845.93	$7,006.05	$7,006.05
		Jan 1, 2014	$6,914.39	$7,076.11	$7,076.11
C	3 - 4 hours per week, plus lab (45 hours extra)	Apr 1 - Dec 31, 2012	$7,044.59	$7,400.00	$7,400.00
		Jan 1 - Mar 31, 2013	$7,115.04	$7,474.00	$7,474.00
		Apr 1 - Aug 31, 2013	$7,186.19	$7,548.74	$7,548.74
		Sep 1 - Dec 31, 2013	$7,258.05	$7,624.23	$7,624.23
		Jan 1, 2014	$7,330.63	$7,700.47	$7,700.47

NOTE: Rates above include vacation pay and benefit allowance for those not eligible for or not choosing the benefit plan. For those eligible sessionals choosing benefits (Article 28.8 Type C, Limited Term and Sessional Employees Access to Benefits) vacation adjustment will be 3%.

A Sessional instructor (non-probationary) who teaches on a per-section basis will move to rates based on Step 7 of the Faculty Schedule after teaching eight (8) sections as a Sessional Instructor.

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22.14 Type B Faculty and Sessional Daily and Hourly Schedules

Step		Hourly	High Hourly
1	Apr 1 - Dec 31, 2012	$32.94	$45.67
	Jan 1 - Mar 31, 2013	$33.27	$46.13
	Apr 1 - Aug 31, 2013	$33.60	$46.59
	Sep 1 - Dec 31, 2013	$33.94	$47.06
	Jan 1, 2014	$34.28	$47.53
2	Apr 1 - Dec 31, 2012	$34.56	$48.39
	Jan 1 - Mar 31, 2013	$34.91	$48.87
	Apr 1 - Aug 31, 2013	$35.26	$49.36
	Sep 1 - Dec 31, 2013	$35.61	$49.85
	Jan 1, 2014	$35.97	$50.35
3	Apr 1 - Dec 31, 2012	$36.18	$49.84
	Jan 1 - Mar 31, 2013	$36.54	$50.34
	Apr 1 - Aug 31, 2013	$36.91	$50.84
	Sep 1 - Dec 31, 2013	$37.28	$51.35
	Jan 1, 2014	$37.65	$51.86

22.15 Prior Learning Assessment Remuneration

Faculty can:

(a) Count the PLA toward the 150 student count; or

(b) Be paid an honorarium according to equivalencies listed in the following table:

# of credits	Honorarium	# of student equivalents
3-4 credit course	$125	1
5-8 credit course	$250	2
9 credit course	$375	3
9+ credits	$375	3
Multiple course assessment through a PLA portfolio or equivalent	$450	

22.16 Method of Payment of Faculty Contracts, Less than 12 Months

Should an employee who is employed for less than twelve (12) months and greater than or equal to eight (8) months wish to have his or her salary paid out over twelve (12) months, the employee may make application to do so by writing to the Associate Vice President of Human Resources prior to August 1st of any year. If the employee wishes to revert to being paid out over his/her period of employment rather than over twelve (12) months, the employee must request this by writing to Human Resources by August 1st.

ARTICLE 23: ALLOWANCES/DEDUCTIONS

23.1 Travel Requirements

Duties may require employees to travel between the main UFV campuses, or to other locations within or outside the UFV region.

The University being a multi-campus institution, all employees are obliged to arrange for transportation, since they may be expected to teach or work at one or more of the University campuses or other locations where University business is conducted.

Required travel does not include the mileage employees travel in arriving at work and returning home from their place of work.

Expenses for travel required by UFV, including reasonable accommodation and meal expenses in emergency situations, will be paid to employees in accordance with this article.

23.2 Mileage

(a) Employees required to use private vehicles for UFV business will be reimbursed at the rate of fifty cents (50) cents per kilometre effective September 1, 2008.

Only mileage actually traveled will be eligible for compensation.

All mileage for which a claim is made must be approved by the employee's immediate supervisor.

(b) UFV will purchase the difference between business insurance and regular insurance for employees who are normally required to travel on UFV business more than four (4) times per month. This includes those faculty who travel between campuses to teach, etc.

(c) Type A and B and Limited Term employees will be assigned a home campus as their designated place of work. For the purposes of mileage calculation, Sessionals teaching a 50% or greater annual duty load in two consecutive semesters will be assigned to the campus where the majority of their teaching load will take place. Type D employees and Sessionals teaching a less than 50% duty load (semester based) do not get mileage to travel between campuses.

23.3 Meals and Accommodation

An employee required to travel outside the UFV region on UFV business will be reimbursed for reasonable expenses for meals, accommodation and other legitimate requirements of the employee. Claims for such expenses must be accompanied by receipts.

23.4 Transfer Allowances

(a) UFV shall pay for the initial move of household goods for those employees reassigned to another location at the Employer's request. Employees, where possible, will normally assign their household goods to the carrier who submits the lowest of two (2) competitive bids.

(b) An employee shall not be transferred more frequently than every three (3) years, except by mutual agreement of Employer and employee.

(c) Employees shall not be required to transfer from their originally assigned locations if the work they performed at that original location is to be continued.

(d) Notice of transfer must coincide with the regular notice of appointment.

(e) When a staff employee's position is transferred to another campus but the employee does not wish to relocate, the employer will make an effort to reassign duties or find another position for the employee on his/her present campus.

23.5 Clothing Allowance

(a) UFV shall purchase four (4) shirts per year for Type A janitorial staff. Janitors shall be responsible for cleaning the shirts.

(b) Where the Employer or WorkSafe BC requires articles of clothing and/or equipment to be worn or used, the Employer shall provide such clothing or equipment. See Article 30.5 (Safety Clothing and Equipment) for details.

23.6 Vehicle or Home Office Income Tax Deduction

UFV will, upon request of an Association member, complete the T2200 Revenue Canada form for tax purposes.

23.7 Tuition Payroll Deduction

Type B Faculty and Type A Staff can request that tuition payments to UFV for dependents, spouses, or themselves can be deducted from their paycheques through UFV's payroll.

Employees are to arrange this through the Payroll Financial Analyst before the start of a semester. Payroll will determine the deduction schedule.

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ARTICLE 24: PROFESSIONAL DEVELOPMENT AND LEAVES

24.1 Joint Intent

It is mutually agreed that professional development is in the interest of both parties for the purpose of assisting employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within UFV. Furthermore, levels of funding for professional development should, whenever possible, enable employees to participate fully in the activities defined in this article.

Professional development does not include time and money spent on regular UFV business, nor does the term include training or education required rather than recommended by UFV.

The Employer may refuse to grant leave to an employee where such leave would disrupt the operation of UFV, as determined by the Employer within guidelines established by the Joint Professional Development Committee, but this decision may be grieved by the employee. Such decisions regarding assisted exchange leaves shall be made in consultation with the appropriate employees in the affected area.

24.2 Professional Development Funds

To support in-service professional development, educational leaves and exchange programs, UFV should budget annually for professional development in the following manner:

(a) One point six percent (1.6%) of the total salary budget for employees within the bargaining unit shall be available to support in-service professional development activities.

(b) The Staff Educational Leave Fund (SELF) to support assisted educational leaves for Type A and Type C Staff as defined in Article 24.3(b) (Staff Assisted Educational Leave) for 2012/2014 will consist of $100,000.00 annually plus any remainder of the previous years SELF budget. The SELF is a continuing fund which shall carry over any remainder to the next budget year.

(c) The Faculty Sabbatical Leave Fund (FSLF) as defined in Article 24.3(c) (Faculty Sabbatical Fund) will be supplemented by Faculty, Lab Instructors, Education Advisors, and Directors with a contribution of 0.4% of their salaries.

The Faculty Sabbatical Leave Fund (FSLF) is a continuing fund, which shall carry over any remainder to the next budget year.

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24.3 Classification of Professional Development

There shall be five (5) categories of professional development. Employees qualify for Professional Development in the 5 categories as shown:

	Type A	**Type B**	**Type C**	**Type D**	**Aux II/Limited Term/Sessional**
In-Service Professional Development	Yes	Yes	Yes	Yes	Yes
Staff Assisted Educational Leave	Yes	No	No	No	No
Faculty Sabbatical Leave	No	Yes	No	No	No
Unassisted Educational Leave (Faculty or Staff)	Yes	Yes	No	No	No
Assisted Exchange Leave (Faculty or Staff)	Yes	Yes	No	No	No

(a) In-Service Professional Development

Defined as time off at full pay for the purpose of attending conferences, workshops and other approved professional development activities which do not take the employee from regular duties for more than fifteen (15) consecutive work days at a time. All employees within the bargaining unit shall be eligible for in-service professional development, and direct replacement costs for an employee undertaking such activities shall be paid out of the Professional Development Fund. Sessional, Limited Term, Type C, and Type D employees are limited to in-service Professional Development.

Allocation of Professional Development Funds:

(i) Full-time employees can access up to $1,500.00 per fiscal year. Employees less than 100% are pro-rated.

(ii) An employee can access up to two full years of funds to cover the cost of a single event by borrowing all or a portion from the next fiscal year.

(b) Staff Assisted Educational Leave

(i) Assisted Short-Term Educational Leave

Defined as leave of sixteen (16) to ninety (90) work days, during which a staff employee shall receive full pay.

Staff employees shall be eligible for assisted short-term educational leave after completion of the equivalent of three (3) years of continuous employment with the Employer since their initial appointment, or after completion of up to the equivalent of three (3) years continuous employment with UFV since the end of their most recent short-term assisted educational leave period, or six (6) years since the end of their most recent long-term assisted education leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of three (3) years continuous employment with UFV, as calculated on a straight pro-rata basis.

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(ii) Assisted Long-Term Educational Leave

Defined as leave of ninety-one (91) to two hundred (200) work days, during which time a staff employee shall receive one hundred percent (100%) of full base pay.

Staff employees shall be eligible for assisted long-term educational leave after completion of the equivalent of five (5) years of continuous employment with the Employer since their initial employment, or completion of up to the equivalent of six (6) years continuous employment with the Employer since the end of their most recent long-term assisted educational leave period, or three (3) years since the end of their most recent short-term assisted educational leave period. If the previous assisted long-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of six (6) years continuous employment with the Employer, as calculated on a straight pro-rata basis.

(iii) Assisted Replacement Educational Leave

For staff who take a course during regular working hours, the replacement cost will be applied in the following manner: The wages will be paid of a replacement worker for the time the employee is away from work to attend the course.

Staff employees shall be eligible for assisted replacement costs for educational leave after completion of the equivalent two (2) years of continuous employment. Assisted replacement cost may be used for one course per semester.

(iv) Staff Classification Change

If a staff member applies for Educational Leave and becomes a member of the Faculty component after the application deadline, their salary is based on their staff salary. To apply for a staff Educational Leave the staff member must be in the staff component prior to the application deadline.

(c) Faculty Sabbatical Fund

All Type B Faculty at UFV are eligible for a sabbatical leave after seven (7) years of continuous services. A sabbatical leave provides an extended period of time for faculty to engage in a program of research or other appropriate scholarly activity, an opportunity to upgrade his/her professional skills, acquire new competencies or credentials, or engage in approved teaching and learning activities, including course or curriculum development work.

An eligible sabbatical leave must fit in one of the following six streams:

- **Research Project**: A program or project of research, or work leading to research, designed in a manner making it acceptable within the guidelines now in use for the 'Research Option'.
- **Scholarly Activity Project**: A scholarly project or a program of activity in the creative arts. designed in a manner making it acceptable within the guidelines now in use for the 'Scholarly Activity Option'
- **Teaching and learning project**: A project of significant educational/professional value that benefits both the individual and the institution.
- **Curriculum development**: a course or program curriculum development project relevant to the UFV's current or planned programs;
- **Course or training program**: enrolment and participation in a training or educational program leading to new skills and competencies relevant to the faculty's present or future faculty's teaching responsibilities

- **Completion of requirements for new credentials**: course work, or research towards the completion of the requirements for new credentials relevant to the faculty's responsibilities at UFV.

(i) Qualification for Sabbatical Leave

All Type B Faculty, upon meeting the criteria of the respective leave committees, are entitled to a Sabbatical Leave:

1. After seven (7) years of (continuous) employment with UFV since their initial appointment to a Type B contract or after seven (7) years continuous employment since the end of their most recent Sabbatical leave, effective May 1, 2001, or

2. After seven (7) years continuous employment since the end of their most recent assisted long-term educational leave period. If the previous assisted long-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of seven years (7) continuous employment with UFV, as calculated on a straight pro-rata basis. or

3. After three (3) years continuous employment since their most recent short-term educational leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of three years(3) continuous employment with UFV, as calculated on a straight pro-rata basis.

Faculty who have taken short or long- term assisted educational leaves as stipulated in the '98-'01 Collective Agreement will have their qualification dates modified according to Article 24.3 (i) of the '98-'01 CA as shown above.

(ii) Departmental Responsibilities

Each UFV department shall prepare a multi-year plan for the allocation of sabbatical leaves which will be kept in the office of the Dean of the area. Faculty members shall be able to take a leave within a reasonable time from when they qualify.

In making their allocation plan departments may consider the following:

- The needs of the department to offer certain courses at certain times so as to ensure that students have appropriate access.
- The needs of the department to ensure that a sufficient number of senior personnel are available in any given semester.
- The needs of the department to maintain the integrity and direction of its long term program planning.

The departmental plans shall be reviewed annually in consultation with their Dean.

Faculty members who are unable to take their sabbatical at the point that they qualify, for reasons above or, who elect to postpone their sabbatical for reasons acceptable to their department, will have their eligibility for subsequent sabbatical leaves calculated from their date of eligibility of the (postponed) sabbatical date and not the date when they actually take their sabbatical.

(iii) Application for Sabbatical Leave

Application forms can be obtained from Human Resources or from the Human Resources website. Faculty members may apply for a leave by submitting a proposal to their

Department for review and collegial feedback. Once the Department Head has signed the leave application, it should be sent to the Dean for a determination that the leave is in accordance with Article 24.3(c)(i) (Qualification for Sabbatical Leave). Signed and completed submissions should be sent to the Associate Vice President of Human Resources.

Leave applications that are deemed unsatisfactory by the respective committees will be returned to the applicant with written advice on what should be done to create an acceptable project or program. Once rewritten, the application may be resubmitted for consideration.

(iv) Submission of Sabbatical Leave Report

Upon completion of a sabbatical leave all faculty members must submit a report for review summarizing the outcomes of the project.

Research Project Leave Reports will be submitted to the Associate Vice President of Research, Engagement & Graduate Studies. A committee of Instructional Deans will review the Research Project Leave Report, and write a summary assessment of the outcomes of the project. This assessment will be provided to the faculty and will be kept on file for future reference relative to a leave application.

All other Sabbatical Leave Reports will be submitted to JPDC.

Failure to satisfactorily or substantially complete the approved project for the leave may result in the loss of access to future sabbatical or educational leaves.

(v) Sabbatical Dates, Duration and Pay

1. Teaching Faculty/Lab Instructors – The duration of the leave is one academic year. During this time faculty will be granted full release from teaching workload in two consecutive semesters in order to permit an extended period of time to engage in their approved sabbatical program. There are two possible start dates which correspond to the teaching sessions: September 1st and/or January 1st. Those choosing September 1 will be on 90% salary for the period September 1 – August 31. Those choosing January 1 will be on 90% salary for the period January 1 – December 31.

2. Non-Teaching Faculty – The duration of the leave is for four months with the option of adding vacation time (40 days) to the leave.

3. Education Advisors – The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.

4. Directors – Directors (Type B) shall be eligible to apply for a sabbatical leave after completion of seven years of employment, five of which must be as a Director. The duration of the leave is for four months with the option of adding vacation time (30 days) to the leave.

5. Type B Faculty who work less than 100% over the accrual period for a leave will have their leave percentage prorated if the percentage has changed during the seven-year period.

(d) Unassisted Educational Leave (Faculty or Staff)

Is defined as leave of sixteen (16) to two hundred (200) work days, during which time the employee shall not be paid.

Employees shall be eligible for unassisted educational leave after completion of the equivalent of three (3) years continuous employment with UFV since their initial appointment, or completion of the equivalent of up to two (2) years continuous employment with UFV since the end of their most recent educational leave or exchange period.

If the previous unassisted educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with UFV, as calculated on a straight pro-rata basis.

Type C and Sessional employees shall be eligible for short-term and long-term unassisted educational leave after two years of continuous employment. Seniority received during their leave period shall be equivalent to the prior academic year.

(e) Assisted Exchange Leave (Faculty or Staff)

Is defined as leave at full base pay whereby qualified employees, with their consent, are exchanged for a period of up to two hundred (200) work days. Employees shall be eligible for exchange leave after completion of the equivalent of three (3) years of continuous employment with the Employer since their initial employment or the equivalent of up to two (2) years of continuous employment with the Employer since the end of their most recent educational leave or exchange period. If the previous unassisted exchange leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the Employer, as calculated on a straight pro-rata basis.

24.4 Tuition Assistance

(a) **Faculty** - Type B faculty members who have used their yearly Professional Development allocation towards tuition for a Masters or Ph.D. program and require additional funding to cover the balance of tuition and books may request assistance by writing the Associate Vice President of Human Resources. This request should include a letter of support from the Department Head and Dean plus a copy of the tuition receipt.

(b) **Staff** - Type A staff members who have used all their yearly Professional Development allotment and still require assistance towards tuition and books when involved in studies toward certificates, diplomas, and degrees may request funding by writing to the Associate Vice President of Human Resources. This request should include a letter of support from the Director or Manager of the area and the appropriate excluded administrator.

24.5 Allocation of Professional Development Funds

(a) The administration and allocation of the Professional Development Fund is the responsibility of the Joint Professional Development Committee which shall, in consultation with the applicant's senior administrator, and having considered the needs of the department, accept, modify or reject an employee's request for funds and/or time.

(b) The responsibility for accepting, modifying or rejecting an application for assisted leave, unassisted leave, and exchange leave shall rest solely with the Joint Professional Development Committee and shall not be delegated. However, the Joint Committee may seek the advice of a sub-committee concerning such applications. Applications shall initially be judged on a pass/fail merit basis. The passing applications shall then be considered according to the length of time the applicant has been eligible for such leave. If, after these two steps, more applications are eligible than may be approved, the applications shall be judged according to the seniority of the applicants.

(c) The SELF and FSLF as defined in Article 24.2(b) and (c) (Professional Development Funds) will be used to pay for the direct costs of an employee granted assisted educational leave. Such costs will be limited to salary and benefits (as described in ARTICLE 28: (BENEFITS) of this Agreement) of a replacement person or persons, recruitment costs, and any approved expenses as specified in Article 24.5(f) (Allocation of Professional Development Funds).

If an employee granted assisted educational leave does not receive full salary due to an educational leave allowance of less than full salary, or due to receipt of external support, then the portion of salary and benefits not paid to that employee will be contributed to the SELF or FSLF.

(d) Not less than fifty percent (50%) of the SELF shall be annually allocated for short-term educational leave. Not less than forty percent (40%) of the SELF shall be annually allocated for long-term educational leave. If, in any fiscal year, applications are received by the Joint PD Committee such that these percentage allocations cannot be met, the Joint PD Committee may redistribute the allocations as it deems appropriate.

(e) At the request of the employee, up to ten percent (10%) of the total amount of an employee's pay during educational leave may be withheld by the Employer and claimed as a reimbursement for expenses rather than salary. At the end of the leave period the employee must submit receipts acceptable to the Employer in order to receive expense reimbursement. If less than the amount withheld is claimed as expenses, the balance will be paid to the employee as salary.

(f) Not more than one thousand dollars ($1,000.00) for approved expenses related to leave shall be allocated in addition to their full salary to employees granted assisted exchange leave.

24.6 Composition of Joint Professional Development Committee (JPDC)

The Joint Professional Development Committee shall consist of five (5) members appointed by UFV Administration, and five (5) members appointed by and from the Association.

24.7 Employee Obligation

An employee granted professional development leave may be required to maintain contact with the Employer and to provide such information as will allow the Employer to determine whether or not the conditions of the leave have been met. An employee granted professional development leave may be required by the Employer to return to UFV for a period equal to twice (2 times) the length of the leave period, and to submit acceptable activity reports to the Joint Professional Development Committee. An employee who defaults on these conditions may be required to refund all or part of the amount paid on terms the Employer considers appropriate. Should the employee fail to return to UFV or leave UFV before completion of the full period of obligation, the maximum amount of repayment shall be pro-rated on the proportion of obligation unfulfilled.

24.8 Status of Employee on Professional Development Leave

An employee granted educational or exchange leave shall be regarded as a full-time employee for the purpose of determining seniority and salary increments. An employee granted educational or exchange leave shall be entitled to all benefits described in ARTICLE 26: (SICK AND SHORT-TERM DISABILITY LEAVE), ARTICLE 27: (LONG-TERM DISABILITY LEAVE) (if the person meets the LTD Carrier’s qualifications), and ARTICLE 28: (BENEFITS) of the Collective Agreement.

On return from professional development leave, the employee is entitled to return to the same or equivalent position, except in the case of supervisors who have no guarantee of reinstatement to their senior positions.

24.9 External Assistance

When sources of outside funding and UFV assistance to an employee granted professional development leave will exceed one hundred percent (100%) of the employee's full base pay, UFV will adjust its assistance to the employee so that total earnings are equal to one hundred percent (100%) of full base pay.

24.10 Definition of Professional Development Leave Period

The professional development leave period is defined as a specified number of work days, or fractions thereof, excluding earned vacation time, during which the employee is relieved from all normal duties. For faculty employees, the leave period may include teaching duty time and all other non-teaching duty time except for earned vacation.

24.11 Training & Development Allowance

Each 100% Type A and Type B employee is granted a $500.00 per fiscal year training & development allowance; employees less than 100% are granted a pro-rated training & development allowance. This allowance can be used for a number of costs incurred by an employee. Expense claims or transfer requests are to be sent to the Associate Vice President of Human Resources for approval.

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ARTICLE 25: LEAVES OTHER THAN DISABILITY LEAVES

25.1 Association Leave

Leave for Association business will be granted pursuant to Article 2.6 (Leaves of Absence: Association Business).

25.2 Leave for Court Appearances

(a) UFV shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors and subpoenaed witnesses in a court action, provided such court action is not related to the employee's private conduct.

(b) In cases where an employee's private conduct has occasioned a court appearance, such leave to attend at court shall be without pay.

(c) Employees in receipt of regular earnings while serving as a juror or witness shall remit to UFV all monies paid to them by the court, except travelling and meal allowances not reimbursed by UFV.

(d) The employee shall report for work as soon as possible when excused from duty, provided there are more than two (2) hours of work left in the work day.

(e) Time spent at court by an employee in an official capacity with UFV shall be at the employee's regular rate of pay.

(f) Attendance at court in relation to actions arising from employment, requiring attendance at court, shall be with pay.

(g) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay.

(h) For all the above leaves employees shall advise their supervisors as soon as they are aware that such leave is required.

25.3 Parental Leave

The provisions for paid Parental leave are governed by the Employment Standards Act – Part 6 and upon approval of Employment Insurance (EI). Leave of absence for parental leave shall be granted upon request in writing not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods. The two (2) months notice can be waived on medical grounds. Adoptive parents and the partner or spouse of a birth mother are eligible for parental leave. The benefits shall be available in the case of same sex partners.

(a) Maternity Leave

A female Type B faculty or Type A staff member will be paid as follows:

(i) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(ii) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(iii) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

(b) Biological Father/Adoptive Parent

For a maximum of thirty-seven (37) weeks of parental leave a Type A or Type B employee shall receive the amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary for an employee who is the biological father or adoptive parent.

Parents seeking paid leave should contact Human Resources.

(c) Unpaid Parental Leave of Absence

Unpaid leave of absence for Parental leave shall be granted to any UFV employee upon request in writing made not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods. The two (2) months notice can be waived on medical grounds. Type C Employees shall be granted up to six (6) months.

Parents seeking unpaid leave should contact Human Resources.

(d) Extended Maternity Leave Accommodation

An extended maternity leave accommodation is a temporary workload reduction for a period of up to three years directly following the conclusion of a maternity leave to enable employees to continue in the role of primary caregiver for their infants and very young children. This accommodation may be granted to any permanent, full-time (100%) employee upon written request to their area administrator, and made not less than two (2) months prior to the commencement of the accommodation. During this workload reduction all salary, benefits, pension contributions, vacation accrual and seniority will be based on pro-rated, full-time employment. Upon completion of the accommodation, employees must return to 100% full time, resign their position or seek alternative employment within UFV through the normal posting process.

25.4 Leave for Professional Development Activity

See ARTICLE 24: (PROFESSIONAL DEVELOPMENT AND LEAVES).

25.5 General Leave

Except as otherwise specified in the Agreement, an employee may apply for and be granted general leave for good and sufficient reason acceptable to the Employer. Employees requesting such leave will file written application to the President who will determine, on the basis of the merits of the application and UFV's operating situation:

(a) whether such leave will be granted and, if so,

(b) whether leave will be with or without pay, and

(c) any other conditions of leave.

The decision of the President on applications for general leave will be final and binding, and will not be subject to grievance procedure.

25.6 Political Leave

(a) If employees are nominated as candidates for election at the federal, provincial or municipal level, they may be entitled to leave of absence without pay to engage in the election campaign, if they apply for such leave. This leave may be for a proportion of the employee's regular duty load.

(b) If elected to full-time office, employees may be eligible for leaves of absence without pay for a period of one (1) year, and such leaves may, upon application, be renewed each year during their term of office, to a maximum of five (5) years. These leaves may be for a proportion of the employee's regular duty load.

(c) The employee shall give one (1) month notice of intention to apply for a leave of absence under this section by notifying in writing the appropriate senior administrator and the Association.

(d) Such leave is, however, subject to the discretion of the President who will satisfy himself or herself, in consultation with the department chair or appropriate administrative supervisor, that UFV will not suffer unduly as a result.

(e) A faculty employee teaching in the university transfer or career technical areas returning from political leave shall re-enter at the beginning of the next recognized semester. Other employees returning from political leave shall re-enter at the Employer's earliest convenience, but not later than four (4) months from the date of the employee's written notification to re-enter.

25.7 Special Leave - Type A or Type B Employees

A Type A or Type B employee will be granted leave of absence with pay for up to a total of seven (7) work days per calendar year for any one or a combination of the following reasons. The employee will be asked to provide supporting documentation to the employer which supports their request for special leave.

(a) Bereavement

As a result of the death of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.

(b) Parental

To the partner of a birth mother when the child is the legal dependent of the employee requesting the leave, provided such leave is requested and taken within twenty (20) days of the birth of the child.

(c) Adoption

Due to the adoption of a legal dependent by an employee, provided such leave is requested and taken within twenty (20) days of the adoption of the child.

(d) Household Emergency

For a household emergency which makes it impossible for employees to report to work due to a serious threat to the safety of their home and family. Examples of household emergencies are the consequences of flooding, impassable road conditions, prolonged power failure, and epidemic health hazards.

(e) Family Emergency

In the case of the sudden and serious or incapacitating illness or injury to a member of an employee's immediate family, an employee will be granted special leave to enable the employee's

immediate attendance. The leave will normally include necessary travel time to attend to and return from the emergency in the case of members of the employee's immediate family who reside in another community. For the purpose of this provision, an immediate family member is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.

(f) Family Illness

In the case of the sudden and serious or incapacitating illness or injury to a member of an employee's immediate family, an employee will be granted special leave to enable the employee to provide for immediate and temporary care, or to provide the employee with time (up to a total of three (3) days) to make alternative care arrangements where the illness will be of a longer duration. For the purpose of this provision, an immediate family member is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild, who is a member of the employee's household and for whom the employee bears the primary responsibility for care.

(g) Specialist Medical Appointments

For an employee's non-routine, medical, dental, and therapeutic appointments with a specialist where these appointments cannot reasonably be scheduled outside of working hours.

(h) Additional Days

Additional days may be granted to primary care givers by the Associate Vice President of Human Resources as needed, in the spirit of clauses (a) - (f).

25.8 Special Leave - Type C, Type D, Limited Term or Sessional Employees

(a) **Type C, Type D, Limited Term or Sessional employees** employed on a contract calling for regularly scheduled weekly hours may be granted up to three (3) days Special Leave per calendar year.

25.9 Compassionate Care Leave

As of January 4, 2004, the Employment Insurance (EI) Compassionate Care Benefit is available to EI-eligible workers who must be absent from work to provide care or support to a child, parent, spouse or common-law partner who has a serious medical condition with a significant risk of death within six months.

To be eligible for this benefit, employees must have worked 600 hours at their current job and obtain a medical certificate from the attending doctor or medical practitioner indicating the ill family member's condition and need for care.

25.10 Benefits

See Article 28.7 (Benefit Coverage During Leave of Absence Without Pay).

25.11 Notification to Re-Enter

Staff shall provide written notice to their senior administrators at least forty (40) work days before expiry of the leave period showing their intent to re-enter from leave taken under Article 24.3(b)(ii) (Assisted Long-Term Educational Leave), and Article 24.3(d) (Unassisted Educational Leave (Faculty or Staff)), Article 24.3(e) (Assisted Exchange Leave (Faculty or Staff)), Article 25.5 (General Leave) and Article 25.6 (Political Leave).

Faculty granted leave shall provide written notice to their senior administrators of intent to re-enter from leave at least one hundred and twenty (120) work days before the expiry of the leave period.

Not later than (15) work days in advance of the deadline for notification to re-enter, the Employer shall contact employees by registered mail to an address to be provided by the employees. The notice will inform employees of their contractual obligations to give notice of re-entry and of the date on which notification is required.

If an employee on leave fails to submit notification of intent to re-enter before the expiry of the prescribed time limit, the Employer may deem that employee to have resigned

(a) on the date upon which leave of absence without pay commenced, or

(b) on the date upon which leave of absence with pay expires.

25.12 Type C, Type D, Limited Term and Sessional Employees Leave Provisions

Type C, Type D, Limited Term and Sessional employees are limited to Article 25.2 (Leave for Court Appearances), Article 25.7(h) (Additional Days), and Article 25.3(c) (Unpaid Parental Leave of Absence). In the case of Limited Term and Sessional faculty instructing semester-based courses, notice to re-enter will coincide with the inception of the Fall or Winter Semesters.

ARTICLE 26: SICK AND SHORT-TERM DISABILITY LEAVE

26.1 Sick and Short-Term Disability Leave

Sick and Short-Term Disability Leave (STDL) is intended as a form of income protection against injury or illness which would otherwise result in income loss.

26.2 Eligibility for Sick and STDL

Type A or Type B employees become eligible for sick and/or STDL benefits upon commencement of service with UFV. Type C employees are eligible for sick leave only. All other categories of employees are ineligible for sick or STDL benefits.

26.3 STDL and Workers' Compensation

(a) In the event that an employee is absent from work as the result of an illness or injury for which the employee is receiving benefits under the Workers' Compensation Act of BC, the employee is entitled to the sick and STDL benefits under this Agreement during such absence, provided that the WorkSafe BC benefits are paid over to the Employer.

(b) Type C employees receive Sick Leave benefits until the end of their contract period only.

26.4 Calculation of Benefits

(a) In any one (1) calendar year, a full-time Type A or Type B employee is eligible for the following sick and STDL benefits:

(i) a total of thirty (30) work days of coverage at one hundred percent (100%) of the employee's applicable rate of pay. Up to ten (10) of these days may be used for the care of a dependent child under the age of 12 who is ill; a doctor’s note may be requested by the employer for such absences;

(ii) if and when the thirty (30) days provided for in (i) have been used, a further total of sixty-four (64) work days of coverage at 70% of the employee's applicable rate of pay;

(iii) in the event of an absence for reasons of illness or injury which exceeds ninety-four (94) consecutive calendar days, the LTD provisions of this Agreement come into effect and take precedence over the STDL benefits.

(b) In any one (1) calendar year, a part-time Type A, Type B or Type C employee is eligible on a pro-rata basis . The following formula will be used to calculate the pro-rata entitlement:

$$\frac{ADD \times PTWL \times 100}{1824} = Percentage \cdot of \cdot sick \ \& \ STDL \cdot days$$

Where:

ADD = “Assigned Duty Days”: the number of assigned duty days in a calendar year required by a particular appointment.

PTWL “Part-Time Work Load”: the work load assigned to the particular employee, expressed in working hours, or equivalent, per day.

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1824 = the number of working hours in a full-time work year, calculated on the basis of one hundred and fifty-two (152) work hours per month, multiplied by twelve months per year.

(c) Faculty and Staff with 50% or greater temporary contracts accrue a proportion of the 30 days sick leave. Faculty and Staff with less than 50% temporary contracts are not eligible for sick leave.

26.5 Qualifications on STDL Absences

The following qualifications apply to any claim for benefits under the STDL plan:

(a) Casual Absence: An absence of three (3) consecutive work days or less due to illness or injury will be referred to as a "casual absence" and will not normally require a physician's certificate. However, where there appears to be excessive use or abuse of such absences, medical certificates acceptable to the Employer may be required.

(b) Extended Absence: An absence of more than three (3) consecutive work days due to illness or injury will be referred to as an "extended absence". A medical certificate acceptable to the Employer shall be required for any such absence.

(c) Recurrent or Persistent Absence: In cases of recurrent or persistent absences due to illness or illnesses, the Employer may:

(i) require a medical evaluation of the employee's suitability for continued employment, and/or

(ii) require employees to take sick leave until they can produce medical evidence acceptable to the Employer that they are again fit for their employment.

(d) Quarantine: In the event that employees are placed under quarantine due to the illness of others, the employees will be entitled to receive STDL benefits in the same manner as they would if they were suffering from the illness.

26.6 Change in Entitlement

In the event that employees who have been absent due to illness or injury return to work but only to shorter hours or reduced workloads, they shall be entitled to future STDL benefits only on a pro-rata basis.

26.7 Medical Certificates

(a) In addition to those circumstances specified in relation to casual absences, extended absences and recurring or persistent absences, the Employer may require an acceptable medical certificate in any case where at least twenty (20) work days have elapsed since the last medical certificate was received, and the employee has been in receipt of STDL benefits throughout that period.

(b) The Employer will only recognize medical certificates completed by medical practitioners qualified to practice in the province of B.C., or a professional consultant to whom the employee is referred by such a medical practitioner.

(c) The Employer may cease to pay STDL benefits, or may reclaim such benefits which have been paid, when an employee does not provide requested evidence of medical disability during the benefit period, or within five (5) work days after returning to work.

(d) The costs of medical examinations and certificates, as required to substantiate claims under the STDL plan, shall be the responsibility of the employee. An employee is not entitled to take time off with pay in order to attend such examinations or to obtain such certificates. At the discretion of the Employer, time off with pay may be granted where the employee can demonstrate unusual or emergency circumstances.

(e) The Employer may require an employee who is claiming STDL benefits to be examined by a medical practitioner selected by the Employer.

26.8 Integration with Other Disability Income

In the event that an employee is entitled to receive disability income benefits from sources other than these STDL provisions for the same illness or injury, then the STDL benefits will be reduced by any amount by which the total benefits received from all sources is in excess of one hundred percent (100%) of the employee's normal earnings from UFV.

26.9 STDL Benefits Not Payable During Certain Periods

STDL benefits will not be paid during the following periods:

(a) When employees are absent on annual vacation;

(b) When employees are engaged in other employment. An exception will be made in circumstances where there is medical evidence that the illness or injury prevents them from carrying out their duties for UFV but nevertheless allows them to perform work tasks in other employment without impeding recovery;

(c) While on strike or locked out, unless the strike or lockout occurred after the commencement of the illness or injury;

(d) During a suspension without pay;

(e) During any leave of absence without pay, except where dictated by legislation as in the case of maternity leaves, or as otherwise specifically provided for in this Agreement;

(f) During any leave of absence with less than normal pay, except as specifically provided for in the granting of such leave, as in the case of Educational Leave;

(g) Any time period in which the employee would not have been deemed to be working for the Employer under the terms of his or her appointment.

26.10 Employee's Responsibility

(a) An employee who is unable to report for work as a result of illness or injury shall inform the Employer, or cause the Employer to be informed, as soon as possible. In all such cases, it is recognized that time is of the essence because of the possible need to schedule relief employees.

(b) Pursuant to UFV procedures, the employee may be required to inform the Employer of the expected date of return to work, the nature of the illness or injury, and the name of the employee's attending physician.

(c) All absences will be recorded by the employee on prescribed Absence Reports and submitted to the appropriate administrator.

26.11 Calculation of STDL Periods

STDL will be calculated to the nearest half (½) day in the case of Type A and Type B employees. In the case of Type A and B part-time employees, STDL will be pro-rated as otherwise provided in this Agreement.

26.12 STDL Benefits Upon Layoff

(a) Subject to (b) below, employees who are receiving STDL benefits shall continue to receive such benefits upon layoff until the termination of the illness or injury or until the maximum benefit entitlement has been utilized, whichever comes first, if the layoff notice is given after the commencement of the illness or injury for which STDL benefits are being paid.

(b) In the event that the layoff notice was given prior to the commencement of the illness or injury, benefits will cease on the effective date of the layoff only if the illness commenced within two (2) months before the effective date of the layoff.

26.13 Medical and Dental Appointments

(a) The Employer is under no obligation to grant time off with pay to employees for purposes of medical and dental appointments. At the discretion of the Employer, time off with pay may be granted where the employee can demonstrate unusual circumstances. Leave for non-routine medical and dental appointments is covered by Article 25.7 (Special Leave - Type A or Type B Employees) or Article 26.5(a) (Qualifications on STDL Absences).

(b) Permission to attend medical and dental appointments during work hours may be granted by an employee's administrator, provided that acceptable arrangements are made, such as making up time or adjusting pay.

26.14 Time Qualifications

(a) In the event that an employee is absent due to the same illness or injury over a period of time which bridges from one calendar year into the next calendar year, the absence will be recognized to be continuous and the employee does not then begin the new calendar year with a renewed entitlement to STDL benefits. The employee would continue to receive STDL benefits until the total of ninety-four (94) work days of entitlement have been utilized.

(b) Should the employee then return to work and subsequently be absent in the same calendar year with a new and unrelated illness or injury, the employee's entitlement to STDL is limited to the total of ninety-four (94) work days in that calendar year, less the number of work days already utilized with the first illness or injury in that same calendar year. However, the first thirty (30) days of STDL for the new and unrelated illness or injury will be paid at one hundred percent (100%) of full pay, with the remaining entitlement paid at seventy percent (70%) of full pay.

(c) In the event that an employee returns to work from an absence due to illness or injury, then suffers a relapse which requires a further absence from work commencing within three (3) months of the return to work, the employee's STDL benefit does not begin again. In such case, the absence is deemed to be continuous for purposes of benefits claimed under the STDL plan.

ARTICLE 27: LONG-TERM DISABILITY LEAVE

27.1 Long-Term Disability

The Employer agrees to arrange for and maintain a Long-Term Disability (LTD) plan, to be underwritten by an insurance carrier selected by the Employer. The Employer will not change the insurer or alter the policy without prior consultation with the Association. The Employer will not reduce the benefit without prior agreement with the Association.

27.2 Eligibility for LTD

Type A and Type B employees become eligible for LTD coverage upon completion of thirty (30) work days of active service.

27.3 LTD Benefits

The LTD plan or policy will provide for seventy percent (70%) of an employee's normal earnings, to age sixty-five (65) in the event of total disability, subject to an 85% all sources maximum benefit.

27.4 Specific Coverages and Eligibility Provisions

(a) The LTD plan descriptions contained in this Agreement are provided only for purposes of general description and information. All specific details of the plan, its coverage, terms and conditions shall at all times be subject to and governed by the actual plan or policy underwritten by the insurance carrier.

(b) The actual plan or policy underwritten by the insurance carrier shall be deemed to be an integral part of this Agreement. The Employer agrees to provide copies of the actual LTD plan or policy to the Association.

27.5 Filling Vacancies Due to LTD Leave

The Employer has the right to fill a vacancy which results from an employee's absence due to LTD leave. Normally such vacancies shall be filled with Type C, Type D, Limited Term or Sessional appointments.

27.6 Returning to Work from LTD Leave

(a) Employees returning to work from LTD leave within two (2) years of the commencement of the leave shall be entitled to return to their same or an equivalent position, provided that the Employer is satisfied by medical evidence that they are of sufficient health to assume the position.

(b) Employees returning to work pursuant to (a) above shall provide the Employer with written notification of their desire to return to work, at least four (4) months prior to the date of their intended return.

(c) A teaching employee returning to work pursuant to (a) above shall do so at the beginning of the next recognized semester. Other employees shall do so at the Employer's earliest convenience, but not later than four (4) months from the employee's written notification to re-enter.

(d) Employees who wish to return to work at UFV after being on LTD leave up to a maximum of two (2) years from the commencement of the leave shall be entitled to exercise their bumping rights as given in ARTICLE 16: (LAYOFF AND RECALL), provided the Employer is satisfied by medical evidence that they are of sufficient health to assume the position.

(e) An employee who wishes to return to work at UFV after being on LTD leave for more than two (2) years from the commencement of the leave shall be entitled to apply for vacant positions, subject to the following conditions:

(i) The employee will be considered by the Employer to have internal applicant status pursuant to Article 11.4 (Internal Applicants) over outside applicants, provided that the Employer is satisfied by medical evidence that the employee is of sufficient health to assume the position, and

(ii) The right can only be exercised in relation to a position which is vacant at the time the employee is medically capable of returning to work, or which becomes vacant within fifteen (15) months of that date.

27.7 Premium Contributions

The Employee will pay the premium contributions for LTD coverage.

27.8 Employees Absent on LTD Leave

At the discretion of the Association, an employee who is absent on LTD leave may be considered to be a member of the bargaining unit. The Association will assume the responsibility for the collection of any dues or their equivalent during the period of absence.

27.9 Benefits While on LTD Leave

The employer will pay benefit premiums (excluding LTD) and Development Allowance for up to two years while an employee is absent on LTD leave.

27.10 Challenge of Decision of Insurer

(a) In the event that the Association wishes to challenge a decision taken by the insurer of the LTD coverage, the Association will file a request in writing with the President of UFV, asking that the Employer support and submit the challenge. The request must provide full reasons for the challenge, and copies of any relevant information.

(b) The President will respond in writing to the Association's request within ten (10) work days from the date of receipt. Such a request by the Association will not be unreasonably refused.

(c) Should the President refuse to support and submit the challenge, such decision may be the subject of a grievance by the Association, commencing at Step Two of the grievance procedure.

27.11 Protection from Layoff or Termination

Employees shall not be laid off or terminated by reason of illness, injury, or physical or mental disability which prevents them from performing their duties.

27.12 Type C, Type D, Limited Term and Sessional Employees and Long Term Disability Leave

Type C, Type D, Limited Term and Sessional Employees are excluded from ARTICLE 27:.

Employees on LTD do not qualify for the employer to pay benefits. The employer may choose to continue to cover these premiums.

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ARTICLE 28: BENEFITS

28.1 Benefit Coverage

Type A and Type B employees shall receive benefits as hereinafter set out below and in ARTICLE 26: (SICK AND SHORT-TERM DISABILITY LEAVE), and ARTICLE 27:(LONG-TERM DISABILITY LEAVE). Type C, Type D, Auxiliary II, Limited Term and Sessional Employees are limited to benefits as detailed below in Article 28.8 (Type C, Limited Term and Sessional Employees Access to Benefits) and Article 28.9 (Type D and Auxiliary II Employees Access to Benefits).

28.2 Group Life Insurance

For Type A and Type B employees the Employer shall pay one hundred (100%) percent of the premium cost of the Group Life Insurance Policy. This Group Life coverage will be three (3) times the employee's annual salary.

28.3 Medical Insurance and Extended Health Benefits

For all Type A and Type B employees, spouses and dependents of employees, provided they are classified as dependents for income tax purposes the employer shall:

(a) pay one hundred (100%) percent of the premium cost of the British Columbia Medical Plan.

(b) pay one hundred (100%) percent of the premium cost of the Extended Health Care Plan.

The employee may cover persons other than dependents if the insurance carrier agrees and if the employee pays the full cost of the premiums for non-dependents through payroll deduction.

28.4 Dental Plan

The Employer shall provide a dental plan providing a percentage payment for services equal to or better than the following:

Plan A:	100%
Plan B:	75%
Plan C:	75%

For the period of the contract, the choice of carrier will be agreed upon by the Employer and the Association, and the primary considerations in selecting a carrier shall be:

(a) provision of the outlined benefits at the lowest cost;

(b) provision of a suitable claim payment scheme.

The Employer shall pay one hundred (100%) percent of the premium cost of the Dental Plan.

28.5 Health Spending Account

Type A and Type B employees are entitled to access up to $1000 under the UFV Health Spending Account (HSA). The HSA is pro-rated for less than 100% Type A or Type B employees. Information on UFV's HSA for Type A and Type B employees is located on our UFV website under http://www.ufv.ca/hr/benefits/ .

28.6 Pensions

All eligible employees must participate in the appropriate pension plan, except as provided by the plans.

28.7 Benefit Coverage During Leave of Absence Without Pay

Type A and Type B employees on leaves of absence without pay are entitled to maintain all of their benefits , subject to availability of coverage by the carrier, for medical, extended health, dental, long-term disability, group life insurance, and for any other benefits by paying 100% of the premiums for all benefits during the period of the leave except for the first twenty (20) work days during which the Employer will pay its share of the premiums.

28.8 Type C, Limited Term and Sessional Employees Access to Benefits

(a) Type C, Limited Term and Sessional appointments confer only limited rights and entitlements under the provisions of this article.

(b) Eligibility and Included Benefits:

(i) Type C, Limited Term and Sessional employees who successfully complete the probation period after April 1, 2001, and whose next contract is equal to or greater than 50% work for the next year, are entitled to participate in the BC Medical Plan, Dental Plan, and Extended Health Care Plan but are not entitled to participate in Long Term Disability or Life Insurance benefits.

(ii) For eligible benefits, the Employee will pay 50% of the premium cost.

(c) Benefits Allowance

(i) Type C and Sessional employees who have not completed their probationary period, and non-probationary Type C and Sessional employees who choose not to participate in benefits will receive a benefits allowance as follows:

Sessional employees 50% or greater:	two percent (2%) of gross straight-time earnings.
Staff employees:	four percent (4%) of gross straight-time earnings.

(ii) The benefits allowance will be added to a Type C or Sessional employee's earnings for each pay period.

(d) Termination of Benefits:

Any Type C, Limited Term or Sessional employee on benefits who does not get re-employed at 50% or greater within five (5) months of the end of their contract will be terminated from benefit coverage. During the five (5) months, the part-time employee can maintain coverage by paying full premiums. If terminated from benefits or if the employee decides not to pay the full premium during the five-month period, they must meet the standards of (b) above to gain access to future coverage.

28.9 Type D and Auxiliary II Employees Access to Benefits

(a) Type D and Auxiliary II employees are not eligible for access to benefits.

(b) Benefits Allowance

(i) Type D and Auxiliary II employees will receive 4% of gross straight time earnings as an allowance in lieu of access to benefits.

ARTICLE 29: STATUTORY HOLIDAYS AND ANNUAL VACATIONS

29.1 Statutory Holidays

(a) Employees will be granted a day off with pay for each of the following holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	Family Day

and any other general statutory holiday proclaimed by the Federal or Provincial Governments.

(b) When one of the statutory holidays noted in (a) falls on one of an employee's days of rest, the employee is entitled to such statutory holiday on his or her next regularly scheduled work day, unless the holiday is proclaimed as being observed on some other day.

(c) When one of the statutory holidays noted in (a) preceding falls on a regularly scheduled work day during an employee's annual vacation, the employee shall be granted an additional day's vacation.

29.2 Annual Vacations

(a) Type A employees shall be granted paid annual vacations as follows, with calendar years of service calculated as of the anniversary of the employee’s entry into service with UFV.

(i) Less than one (1) year of continuous service: Employees are entitled to one and one-quarter (1 ¼) days off for each completed month of service to a maximum of fifteen (15) days, with pay at the rate of six percent (6%) of regular pay earned to March 31. Greater than one year of continuous service: The following table describes the entitlements for employees with more than one year of service.

Annual Vacation Detail	
In Year	**Vacation Days**
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	23

Annual Vacation Detail	
In Year	**Vacation Days**
9	23
10	24
11	25
12	26
13	27
14	28
15	29
16	30

The vacation year shall begin April 1 and end March 31 of the year following. Each year, employees whose service entry date falls between April 1 and March 31 shall be granted a pro-rated vacation allowance based on the portion of the year between their service entry date and the end of the vacation year.

(b) Type B faculty employees with one (1) or more years completed continuous service as of July 1 shall be granted forty (40) work days vacation.

Type B faculty employees with less than one (1) completed year of continuous service as of July 1 shall be granted three and one-third (3 1/3) days vacation for each completed month of service, to a maximum of forty (40) days, with pay at the rate of sixteen percent (16%) of regular earnings to July 1.

(c) Type B director employees with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.

Type B director employees with less than one (1) completed year of continuous service as of July 1 shall be granted two and one-half (2 ½) days vacation for each completed month of service, to a maximum of thirty (30) days, with pay at the rate of twelve percent (12%) of regular earnings to July 1.

(d) An Educational advisor with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.

29.3 Type C and Type D Employees Annual Vacation Pay and Statutory Holiday Pay

(a) Type C and Type D Employees shall receive annual vacation pay as a percentage of, and in addition to, their straight time earnings and will be calculated and paid in each pay period. The applicable percentages are as follows:

Employee Category	Vacation Pay Percentage
C and D Staff – contracts of ten months or more	Upon authorization of the Dean, may bank vacation days rather than be paid six percent (6%)
C and D Staff – contracts of less than ten months	six percent (6%)

29.4 Limited Term and Sessional Employees Annual Vacation Pay and Statutory Holiday Pay

Limited Term and Sessional faculty employees have vacation credits and statutory holiday pay included in their rate of pay as in Article 22.12 (Limited Term Appointment Schedules) and Article 22.13 (Sessional Schedules).

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

30.1 Intent and Commitment

(a) The parties recognize the mutual benefits to be derived from providing and maintaining a healthy and safe work environment.

(b) The parties also recognize that such an environment is only possible with the commitment and co-operation of the Employer, the Association and every employee.

(c) Accordingly, the parties agree that any applicable federal or provincial legislation or regulations issued pursuant to such legislation dealing with occupational health and safety, shall be fully complied with.

30.2 Joint Occupational Health and Safety Committee

(a) The Employer and the Association agree to establish Joint Occupational Health and Safety Committees, as required under the WorkSafe BC Occupational Health and Safety Regulations. The Employer and the Association are each entitled to appoint not more than seven (7) members to each Committee.

(b) The Committees will meet pursuant to the WorkSafe BC Occupational Health and Safety Regulations, at regular intervals to be determined by the Committees.

(c) Minutes shall be kept of all meetings of the Joint Occupational Health and Safety Committees, and copies of the Minutes shall be sent to the Employer, the Association, and WorkSafe BC.

(d) A Committee shall make recommendations to the President on unsafe, hazardous, or dangerous conditions within the work environment at UFV, with the aim of preventing and reducing risk of occupational injury or illness.

(e) The appropriate Joint Occupational Health and Safety Committee shall be notified of any accident or injury which occurs within the work place at UFV. The Committee, or a designated representative or representatives from within the Committee, shall investigate, report and make recommendations to the Employer and the Association within twenty (20) work days on the nature and cause of an accident or injury which occurs within the work place.

30.3 Employee Obligations

(a) All employees shall comply with reasonable rules of conduct which are established and published by the Employer in consultation with the appropriate Joint Occupational Health and Safety Committee to give effect to the requirements of the applicable legislation and regulations.

(b) Every employee is encouraged to report to the Employer, as soon as practicable, any injury or any accident which could have resulted in an injury, or any unsafe condition which poses a threat to health and safety.

(c) No employee will be reprimanded or disciplined for failure to report any injury or accident in (b) above.

30.4 Emergency Transportation of Employees

Emergency transportation to the nearest physician or hospital facility will be provided by the Employer for any employee who requires emergency medical attention during working hours, and any expenses of such transportation shall be borne by the Employer.

30.5 Safety Clothing and Equipment

(a) An employee may request the Human Resources department to review the Employer's choice of safety clothing, footwear, or equipment, if the employee has reason to believe it is inadequate. If the employee is unsatisfied with the decision of Human Resources, he/she may ask to have the decision reconsidered by the appropriate Occupational Health and Safety Committee. Where the Employer or WorkSafe BC requires articles of clothing and/or equipment to be worn or used, the Employer shall provide such clothing or equipment.

(b) The Employer shall also maintain, repair and/or replace such clothing and equipment as required in connection with normal wear and tear.

(c) Any employee to whom such clothing or equipment is provided is responsible for reasonable care and maintenance in connection with its use. Any loss or damage which results from an employee's negligence or abuse will be at the expense of that employee.

30.6 Personal Health and Safety

(a) No employee will be reprimanded or disciplined, or suffer a loss in pay, for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.

(b) If the Employer, on the advice of the Joint Occupational Health and Safety Committee, has ascertained an unsafe condition which cannot be rectified immediately, any affected employees will be reassigned to other duties as soon as possible at the same rate of pay, subject to the layoff provisions of this Agreement.

(c) When an employee's work requires continuous viewing of a computer monitor, the employee is encouraged to vary his/her duties for a period of up to ten (10) minutes after each hour of intensive viewing in order to avoid the possibility of eye strain.

(d) The Employer will pay for vaccinations for flu and any other communicable diseases which are not fully covered by the medical plan.

30.7 Occupational First Aid Certificates

Where the Employer requires employees to obtain, renew or upgrade Occupational First Aid Certificates, any fees, tuition or costs of course materials shall be borne by the Employer.

30.8 Occupational First Aid Certificate Premiums

(a) A monthly premium shall be paid to employees who are required by the Employer to hold an Occupational First Aid Certificate. The premium shall be as follows:

Primary Occupational First Aid Attendant (dayshift)	$300.00/month	Level II
Primary Occupational First Aid Attendant (nightshift)	$250.00/month	Level II
Back-up First Aid Attendant	$150.00/month	

Association Board

(b) Any employee who serves on a Joint Occupational Health and Safety Committee shall not suffer a reduction in income for attending meetings of the Committee when such meetings are held during working hours, or for any time spent investigating safety matters at the direction of the Committee and with the approval of the President.

(c) Any employee within UFV may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.

30.9 Occupational Health and Safety Training

In consultation with WorkSafe BC and the Association, the Employer shall arrange an appropriate training program in compliance with WorkSafe BC Occupational Health & Safety regulations for members of the Joint Occupational Health and Safety Committees. Where possible, such training will be provided during normal working hours, with no loss in income to Committee members in relation to their attendance at training sessions.

ARTICLE 31: CONTINUING STUDIES ACTIVITIES

Under the direction of UFV management, Continuing Studies courses and programs are offered on an entrepreneurial model. CS Program Directors work collaboratively with the academic disciplines to provide learning opportunities that complement but do not compete with other UFV programs, and augment the credit offerings but do not replace them.

31.1 FSA Membership

(a) A Continuing Studies instructor who teaches 250 hours or more in each of two consecutive calendar years qualifies for FSA membership. Dues-paying membership commences during the second calendar year, once the 250 hour requirement for that year has been met.

(b) FSA membership continues for six months from the last day worked.

31.2 Seniority

CS seniority is applicable only to eligibility for CS work of a similar nature (program offerings in the same topical area as previously taught).

31.3 Work Allocation

(a) The CS Program Director (or designate) is responsible for evaluating the qualifications and suitability of an instructor for CS contracts.

(b) Subsequent available work shall be assigned by the CS Program Director in the order below:

(i) CS instructors who have taught a particular offering in the previous six months shall be given the first right of refusal for repeat offerings, according to their seniority with that work, provided they have received satisfactory evaluations.

(ii) CS instructors who have taught in the previous six months and received satisfactory evaluations, will be given the first right of refusal for similar work according to their course seniority provided they are deemed qualified for the similar work by the CS Director. For the purposes of this agreement, “similar work” generally means a programming offering in the same topical area as previously performed.

(iii) In the case of two CS instructors of equal qualifications, where one instructor is an FSA member and one is not, the work will be assigned to the FSA member first.

(iv) In the case of two CS instructors who both have FSA membership, and are equally qualified, the work will be assigned to the FSA member with the most CS seniority with that particular work.

31.4 Evaluation

CS instructors will be evaluated by the CS Program Director in a fair and consistent manner using the CS instructor evaluation form approved by JPDC. Pending approval from JPDC, CS instructors may also be evaluated using the Instructor Administrative Evaluation. Performance will be considered to be satisfactory in the absence of evaluations.

31.5 Layoff and Expiry of Specified Term

CS Instructors' contracts shall be specified term contracts. The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.

31.6 Employee Rights

(a) CS instructors with FSA membership shall be granted internal status for UFV postings.

(b) CS instructors with FSA membership are entitled to rights or provisions under the following Articles:

ARTICLE 1: THE AGREEMENT

ARTICLE 2: ASSOCIATION RECOGNITION AND RIGHTS

ARTICLE 3: ASSOCIATION DUES AND MEMBERSHIP IN THE ASSOCIATION

ARTICLE 4: EMPLOYER RIGHTS

ARTICLE 5: TERM OF THE AGREEMENT

ARTICLE 6: RENEGOTIATION OF THE AGREEMENT

ARTICLE 7: GRIEVANCE PROCEDURE

ARTICLE 8: ARBITRATION

ARTICLE 9: RATIFICATION OF AGREEMENT

ARTICLE 10: EMPLOYEE RIGHTS

ARTICLE 14: TERMINATION AND DISCIPLINE

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

ARTICLE 32: AGREEMENT COMMITTEE

31.7 Pay Scale

CS instructors shall normally be paid according to the CS instructor salary scale. The Employer shall maintain a consistent placement rationale for the use of this scale. In exceptional circumstances where market demand requires a higher pay rate, and the cost-recovery structure of the programming is able to support it, the CS Program Director may negotiate an individual contract at a higher rate than those in the pay scale.

The CS instructor salary scale rates include vacation and statutory holiday pay.

CONTINUING EDUCATION
NON-CREDIT PROGRAM HOURLY RATES - FACULTY

	Apr 1 - Dec 31, 2012	Jan 1 - Mar 31, 2013	Apr 1 - Aug 31, 2013	Sep 1 - Dec 31, 2013	Jan 1, 2014
A. No experience and/or Instructor Training	$18.09	$18.27	$18.45	$18.63	$18.82
B. One Semester Experience and Instructor Training	$19.16	$19.35	$19.54	$19.74	$19.94
C. Minimum of Two Semesters' Experience, Plus Instructor Training or Recognized Teaching Certificate	$20.23	$20.43	$20.63	$20.84	$21.05
D.	$21.29	$21.50	$21.72	$21.94	$22.16

CONTINUING EDUCATION
AUXILIARY RATES – FACULTY

Category		Step 1	Step 2	Step 3	Step 4	Step 5
B. Hourly	Apr 1 - Dec 31, 2012	$25.41	$28.24	$31.06	$33.88	$36.70
	Jan 1 - Mar 31, 2013	$25.66	$28.52	$31.37	$34.22	$37.07
	Apr 1 - Aug 31, 2013	$25.92	$28.81	$31.68	$34.56	$37.44
	Sep 1 - Dec 31, 2013	$26.18	$29.10	$32.00	$34.91	$37.81
	Jan 1, 2014	$26.44	$29.39	$32.32	$35.26	$38.19
C. High Hourly	Apr 1 - Dec 31, 2012	$39.53	$42.36	$45.18	$48.01	$50.83
	Jan 1 - Mar 31, 2013	$39.93	$42.78	$45.63	$48.49	$51.34
	Apr 1 - Aug 31, 2013	$40.33	$43.21	$46.09	$48.97	$51.85
	Sep 1 - Dec 31, 2013	$40.73	$43.64	$46.55	$49.46	$52.37
	Jan 1, 2014	$41.14	$44.08	$47.02	$49.95	$52.89
D.	Apr 1 - Dec 31, 2012	$56.47	$67.77	$73.42	$112.95	
	Jan 1 - Mar 31, 2013	$57.03	$68.45	$74.15	$114.08	
	Apr 1 - Aug 31, 2013	$57.60	$69.13	$74.89	$115.22	
	Sep 1 - Dec 31, 2013	$58.18	$69.82	$75.64	$116.37	
	Jan 1, 2014	$58.76	$70.52	$76.40	$117.53	

***RATES INCLUDE VACATION PAY**

Association Board

ARTICLE 32: AGREEMENT COMMITTEE

32.1 Composition, Constitution and Duration

(a) The Agreement Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association, provided that alternate representatives may be appointed from time to time. If possible, at least one (1) of the representatives of the Association and one (1) representative of the Employer will have been members of their respective Negotiating Committees for this Agreement.

The Committee shall be constituted within one (1) month of the signing of the Agreement, and shall continue for the duration of this Agreement.

(b) The Committee shall meet as often as is necessary, at the request of either party, to discuss and make recommendations on:

(i) problems of Agreement interpretation;

(ii) matters of employer-Human Resources arising out of this Agreement;

(iii) amendments to the current Agreement;

(iv) policy matters under consideration by the Employer which may be in conflict with the Agreement.

32.2 Policy Matters

In order to give appropriate consideration to policy matters, the Agreement Committee shall be provided by the Administration with all necessary information regarding the general procedures which will be used to implement proposed UFV policy.

Association Board

ARTICLE 33: TECHNOLOGICAL CHANGE

33.1 Definition

For purposes of this Agreement, technological change shall be defined as

(a) a change in equipment or material or a significant change in procedure which results in the displacement of an employee through the elimination of his or her current position or another current position;

(b) a change in equipment or material or a significant change in procedure which results in the change of a current position to such an extent that the employee's services are no longer required in the same capacity.

33.2 Options in the Event of Elimination of a Position

In the event that the Board decides to implement a technological change as defined in Article 33.1(a) (Definition), thirty (30) days before implementation of the proposed change, the Board will give notification in writing to affected employees of one of the following offers:

(a) offer employees an existing equivalent vacant position for which they are already qualified, if they are the successful candidate following the provisions of ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT); or

(b) offer the employee retraining for an equivalent vacant position if option (a) above is not available and the employee is the successful candidate following the provisions of ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT). During such retraining the Board will pay the employee full salary, and the employee will continue to accumulate seniority; or

(c) offer the employee retraining for a superior existing vacant position if options (a) and (b) above are not available and the employee is the successful candidate following the provisions of ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT); or

(d) offer the employee six (6) months' severance pay from the date of notice of layoff if options (a), (b) and (c) above are not available, or if the employee fails retraining. If an employee refuses an offer made by the Board in (a), (b) or (c) above, the employee shall either accept six (6) months pay from the date of notice of layoff and waive the right to recall under Article 16.9 (Recall Rights and Obligations), or waive the six (6) months' pay and be deemed to have been laid off, with the provisions of Article 16.9 applying.

(e) Retraining costs in (b) and (c) above will be the responsibility of the Board.

Affected employees will notify the Employer in writing within ten (10) work days of their decision regarding the offer made by the Board.

33.3 Options in the Event of Substantial Change in a Position

In the event that the Board decides to implement a technological change as defined in Article 33.1(b) (TECHNOLOGICAL CHANGE: Definition), thirty (30) days before implementation of the proposed change, the Board will give notification in writing to affected employees of one of the following offers:

(a) offer retraining to affected employees, during which the Board will pay the employees full salary; the employees will continue to accumulate seniority; and retraining costs will be the responsibility of the Board; or

(b) offer the employees an existing equivalent or superior vacant position for which they are already qualified, if they are the successful candidates following the provisions of ARTICLE 11: (VACANCIES WITHIN THE BARGAINING UNIT); or

(c) offer the employee six (6) months' pay from the date of notice of layoff, if (b) above is not available or if the employee fails retraining. If an employee refuses an offer made by the Board in (a) or (b) above, the employee shall either accept six (6) months' pay from the date of notice of layoff and waive the right to recall under Article 16.9 (Recall Rights and Obligations), or waive the six months pay and shall be deemed to have been laid off, with the provisions of Article 16.9 applying.

Affected employees will notify the Employer in writing within ten (10) work days of their decision regarding the offer made by the Board.

33.4 Notification of Intended Technological Change

(a) The Board will notify the Association in writing at least four (4) months in advance of the date it intends to implement the proposed technological change. This notification shall include:

(i) the date and nature of the proposed change;

(ii) the expected number, Type and location of the employees affected.

(b) The Board will notify the affected employee in writing at least three (3) months in advance of the date it intends to implement the proposed technological change.

33.5 Technological Change Advisory Committee

Within ten (10) work days of receipt of the Board's notice regarding technological change, the Association will provide the Employer with the names of not more than three (3) Association members who, along with not more than three (3) members of the Board, will act as an advisory committee to UFV to discuss and recommend any actions necessary to ensure a satisfactory implementation of technological change. Such meetings will be called within three (3) work days of receipt of notification.

ARTICLE 34: RETIREMENT

34.1 Procedures

The Employer may offer, or an employee may request, a choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

1. is age fifty-five (55) to sixty (60);
2. has a minimum of fifteen (15) years pensionable service;
3. is a Type A or Type B employee on continuing appointment at the time of early retirement;
4. retires from his/her Type A position and is not rehired in any calendar year for more than 140 hours.

The employer or employee has the right to accept or decline an early retirement incentive request or offer within thirty (30) days of the request or offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the President.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

OPTION A: LUMP SUM PAYMENT

The retirement allowance will be paid in one sum on the date of retirement, or on an agreed upon deferred date, or in twelve equal instalments, at the mutual agreement of the employee and the employer, and will be based on scale salary, without allowances, in the following amounts.

Full Years to Age 60	Pay Out
1	up to 20% of annual salary
2	up to 40% of annual salary
3	up to 60% of annual salary
4	up to 80% of annual salary
5	up to 100% of annual salary

Type A or Type B employees (less than 100% contracts) will receive the allowance pro-rata to the percentage of time actually worked at the time of retirement.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

OPTION B

The retiring Allowance described in Option A may be contributed to the employee's R.R.S.P. Rules governing this option are contained in the Canadian Income Tax Act. The maximum pay outs are those described in Option A.

Part-time employees will receive the allowance pro-rata to the percentage of time actually worked at time of retirement.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

OPTION C

Any other mutually agreed upon plan which takes into account the individual employee's personal circumstances. Such plan shall not offer an incentive having a monetary value greater than Options A or B.

The employer will also continue to pay its normal share of the costs of the following fringe benefits to age 65:

1. Dental; and
2. Extended Health

34.2 Fringe Benefits

The fringe benefits referred to in Options A, B and C above will be granted only if available under the terms of the agreement between the Employer and the benefit carriers. The Employer will make every effort possible to negotiate these benefits when choosing carriers.

34.3 Financial Counselling

Each employee who participates in one of the foregoing Options, is entitled to attend financial planning counselling. The financial planning consultant will be selected and paid by the Employer.

34.4 Non-Grievable

Decisions on early retirement requests are made by the UFV President and are not grievable.

34.5 Phased Retirement

Type A or B employees who are at least 55 years of age and have at least 15 years of service who wish to reduce their workload up to 50% prior to full retirement may be able to do so by requesting, in writing, access to Article 25.5 (General Leave). Such requests are subject to approval by the employer who will, in consultation with the relevant managers, determine if the employee’s request can be accommodated without undue negative impacts to productivity within the employee’s work unit. The employer will provide a written response within two months to an employee’s request for access to Article 25.5 for the purposes of phased retirement. A copy of the employee’s initial request and the employer’s response will be provided to the FSA.

(a) Employees should submit their request at least six months prior to the proposed start date of their phased retirement. This written request must specify the period of the leave and provide a date when the employee’s retirement will commence.

(b) The retirement notice will be irrevocable.

(c) The reduction in work under the provision of unassisted leave could be from 20% to 50% over a period of up to two years.

(d) During the phased retirement period, the employer will pay benefits according to the provisions of ARTICLE 28:.

34.6 "Honorary" Status

An employee who has retired may take "honorary" status. This entitles the employee to honorary status, library and email privileges, and use of UFV facilities and office space without prejudice to existing employees. With the consent of the Department concerned, the employee may continue to attend department meetings with voice but no vote.

34.7 Emeritus Status

An emeritus designation is an honourable recognition for long service and contributions to UFV and is not automatic. The designation of "Professor Emeritus" or "Librarian Emeritus" may be awarded by the Board to a retired employee who has served a minimum period of 15 years as a full time faculty member or Librarian at UFV. This time period may include service as a UFV Academic Administrator. On receiving an emeritus nomination, the department or area will consider whether to recommend it to the Dean or University Librarian (as appropriate) and the Provost & Vice President Academic for consideration and support. Emeritus/emerita status will entitle the member to UFV emeritus identification and library, e-mail, and faculty parking privileges. Use of other UFV facilities and office space will be approved by a Dean depending on availability for current needs. With consent of the department or area of appointment, the member may continue to attend department or area meetings with voice but no vote. Departments are encouraged to use the expertise of their emeritus colleagues.

IN WITNESS WHEREOF both parties hereto have executed these presents on the ___ day of _____:

SIGNED AND DELIVERED in the presence of:	**UNIVERSITY OF THE FRASER VALLEY**
Witness	John Bowman, Chair, PSEA
Witness	Diane Griffiths, Negotiations Chairperson, UFV Board
SIGNED AND DELIVERED in the presence of:	**UNIVERSITY OF THE FRASER VALLEY FACULTY & STAFF ASSOCIATION**
Witness	Vicki Grieve, Chief Negotiator, FSA

Association Board

LETTER OF UNDERSTANDING ON THE COMPUTER PURCHASE PLAN

UFV agrees to open the Computer Purchase Plan for the duration of this contract (one application per employee per fiscal year).

Applications will be accepted from April 1, 2012 to September 30, 2013.

Should applications exceed 80, the Association Negotiations Chair and the Associate Vice President of Human Resources will review to see if it is still fiscally possible to continue offering the plan or if some applications will be postponed to the next fiscal year.

The maximum dollar value is limited to $2,000.00. Exceptions will be considered by the Assistant Vice President of Human Resources.

Association Board

LETTER OF AGREEMENT ON DEVELOPMENT ALLOWANCE ADJUSTMENT

It is agreed that for the duration of the 2012-2014 contract those employees in the faculty component who have reached the top step of their scale between April 1, 2003 and March 31, 2004 shall receive a $700 per FTE increase in the Training and Development Allowance. This payment to be made after metrics are provided to PSEA and PSEC showing productivity savings have been achieved. Directors are not included.

Association Board

LIST OF EXCLUDED POSITIONS

The parties mutually agree that persons occupying the following positions are excluded from the bargaining unit. Refer to Article 2.1 for information on the reasons for these exclusions.

University President
University Vice Presidents
Associate Vice Presidents
Deans of Faculties
Associate Deans of Faculties
University Secretary
University Registrar
Bursar/Chief Financial Officer
Chief Information Officer
Primary Assistants to the above positions
Assistant to the UFV Board of Directors
University Librarian
Advisor to Provost, Integrated Planning
Director, Ancillary Services
Director, Athletics
Director, Campus Planning
Director, Career Centre
Director, Development
Director, Human Resources
Director, Facilities
Director, Finance
Director, Health Sciences
Director, Information Technology Services
Director, International Education
Director, Institutional Research
Director, Marketing
Director, Student Services
Director, Supplies Management
Director, Trades & Technology
Director, Teaching & Learning
Associate Director, Emergency Planning & Risk Management
Associate Director, Facilities
Associate Director, Finance
Associate Director, Internal Controls
Associate Director, International Education
Associate Director, Occupational Health and Safety
Associate Registrar, Admissions
Associate Registrar, Enrolment Services
Associate Registrar, Systems & Schedules
Manager of Human Resources
Manager, Academic & Administrative Services
Manager, Budgets
Manager, Information Systems
Manager, Institutional Technology & Client Support
Manager, Systems & Telecommunication
Manager, Security
Labour Relations Analyst, Human Resources
Officer, Human Rights and Conflict Resolution
Officer, Staff Job Classification
Program Development Coordinator

Association Board

LETTER OF AGREEMENT ON FACULTY INSTRUCTIONAL WORKLOAD PROPOSALS

The University and the UFV Faculty and Staff Association agree that the proposals listed below are withdrawn from the 2012-2014 negotiations on the understanding that the issues raised in these proposals will be discussed through the Joint Committee on Faculty Instructional Workload LOA. The desired result will be a set of recommendations for consideration by the parties prior to the next round of negotiations.

FSA Proposal #8 – Article 18.9 Student Loads

FSA Proposal #28 – Article 18.4 Teaching Assignments for Faculty in Semester-Based Programs (LIBT)

FSA Proposal #29 – Article 18.6 Workload for Science & KPE Lab Instructors

FSA Proposal #30 – Article 18 Modifications for On-Line Instructors

FSA Proposal #31 – Article 18.7 Teaching Loads of Vocational Faculty

FSA Proposal #32 – Article 18.4 Teaching Assignments for Faculty in Semester-Based Programs

UFV Proposal #39 – Article 18.12 Class Size

Association Board

LETTER OF AGREEMENT ON JOINT COMMITTEE ON FACULTY INSTRUCTIONAL WORKLOAD

The University and the UFV Faculty and Staff Association agree to the formation of a joint committee to undertake a comprehensive review of faculty workload. The work of this committee will include reviewing class sizes on an institution-wide basis and; recognizing this, the parties agree that this committee constitutes a Task Force appointed under Article 18.12(h) of the Collective Agreement.

This committee shall be formed immediately upon conclusion of the current round of negotiations.

Composition shall be:

- four faculty members appointed by the Faculty and Staff Association,
- two deans appointed by the Provost and Vice-President, Academic,
- the Director of Finance,
- one other member appointed by the Provost and Vice-President, Academic

The committee shall develop its own terms of reference, including timelines, which shall be forwarded to the Labour-Management committee for approval, and will report regularly to LAM on its deliberations and progress. The terms of reference will include consultation with sub-committees with specialized knowledge, including but not limited to lab instructors, vocational faculty and others as appropriate.

The committee will work to establish a framework that more clearly defines the components of faculty workload as described in Article 18 of the Collective Agreement, and which delineates sustainable standards for assigning workloads that recognize the full range of faculty work and which enable administrators to distribute workload to meet the objectives and needs of the university, departments and individuals and enable administrators and the FSA to determine workload equity

Topics for consideration may include, but shall not be limited to, the following:

- examining departmental teaching load norms in comparison to like institutions and disciplines
- reviewing current class size maximums and developing recommendations to enable variation of class size in accordance with department, faculty and university needs
- ensuring fair, equitable and transparent distribution of workload within a department and among departments
- allowing flexible allocation of individual workload in accordance with overall production target of FTEs (or equivalent measure) within a department and a faculty through measures such as distributing workload across semesters and academic years (workload averaging)
- considering the distribution of teaching, scholarship, and service
- reviewing the parameters of teaching load, which may include but are not limited to numbers of students, number of course preparations, type of instruction (face-to-face; online; hybrid and blended models; assignment type, number, and frequency, marking load etc.).
- considering fiscal models which better support flexible workload models.

The desired outcome of this committee's work will be a set of recommendations for consideration by the parties' respective principals prior to the next round of negotiations.

Association Board

LETTER OF AGREEMENT ON MEMBERS ASSIGNED SUPERVISORY DUTIES AND RESPONSIBILITIES

The University and the Faculty and Staff Association agree to the formation of a joint committee to develop the criteria to determine which members should appropriately be assigned the supervisory duties and responsibilities as defined in Article 4.1(b). The joint committee will also recommend the appropriate training mechanism to be provided for all members assigned these duties and responsibilities.

Joint committee membership shall consist of:

- Staff Contract Administrator
- Two (2) other members appointed by Faculty and Staff Association
- Director, Human Resources
- Advisor, Labour Relations
- One (1) other member appointed by the Associate Vice-President, Human Resources

It is further agreed that the joint committee will provide their recommendations to the Labour and Management committee by October 31, 2013.

Association Board

LETTER OF AGREEMENT ON SUSPENSION OF LAYOFF PROVISIONS FOR TENURED AND TENURE-TRACK TEACHING FACULTY MEMBERS

The University and the UFV Faculty and Staff Association agree to suspend the application of Articles 16.1, 16.4 and 16.5 for the Tenured and Tenure-track teaching faculty members for the duration of the 2012-2014 Collective Agreement. The provisions of Article 12.7(d) will apply. The parties further agree to review Article 16 to determine the revisions necessary to accord with the layoff provisions for Tenured and Tenure-track faculty members in Article 12.7(d) and make a set of recommendations for consideration by the parties' respective principles for the next round of negotiations.

Association Board

LETTER OF AGREEMENT ON TENURE AND PROMOTION

The parties agree to form a committee composed of three members appointed from each of the parties to further develop for approval the language and procedures on Tenure and Promotion. The tasks shall include, but not be limited to the following:

(i) Developing language parallel to that in Articles 12.6 and 12.7 of the 2012/2014 contract, including Faculty Appointments (along with appropriate titles), Probation, and Grandparenting, for the following groups of faculty:

a. Lab faculty

b. Librarians

c. Other Academic Support faculty by agreement, such as field placement officers, writing and math centre faculty, etc.

(ii) With the document "Tenure and Promotion Procedures" as a basis, further refining these procedures to deal with the following:

a. Dates and deadlines for assembling review committees and submitting and reviewing applications for tenure and promotion

b. Form and content of CV's and dossiers

c. Storage of, access to, and disposal of files

d. Specific stage in the review process when the Tenure and Promotion File (TPF) is closed

e. Determination of the requirement for/number of external references to accompany applications for the rank of Professor

f. Development of a process by which faculty may signify the weight they would opt to have placed on teaching/service/scholarship when their applications are reviewed, within the parameters of teaching service and scholarship

g. The role of FSA observers on the URC

h. Further clarification of the appeals process

(iii) Coordination of timing of implementation with the Senate Standards Committee, and ensuring tenure and promotion review committees procedures remain separate from the roles of the Standard committees.

(iv) Transition from current to future probationary processes.

(v) Identification of other clauses in the Collective Agreement affected by the language on tenure and promotion, with recommendations for changes.

(vi) Recommended process for resolution of disputes about grandparenting.

Committee members will consult with faculty groups and deans (or equivalents) as appropriate.

It is further agreed that the Committee will report to the Agreements Committee, or to some mutually agreed-upon substitution for the Agreements Committee, on or before December 31, 2013. Any recommendations are subject to ratification by the parties' principals prior to implementation.

Should the Committee fail to develop finalized language for recommendation and ratification by the parties' principals, it is further agreed that the Committee will forward recommendations on language for ratification in the next Collective Agreement.

Association Board

LETTER OF AGREEMENT ON SHIFT PREMIUM RATE FOR NIGHT SHIFT

While Article 17.3 refers to a night shift rate (00:00 – 07:59:59 inclusive), UFV currently does not regularly assign employees to work during these hours.

In the event that UFV wishes to regularly assign employees to work during these hours, the parties agree that prior to implementation, any premium rates being considered that are higher than Article 17.3 are subject to the approval of the parties' respective principals.

Association Board