
Collective Agreement

Between Thompson Rivers University and the
Thompson Rivers University Faculty Association

April 1, 2012- March 31, 2014



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Between: Thompson Rivers University
(hereinafter referred to as "the Employer" or "the Board")

And: Thompson Rivers University Faculty Association
(hereinafter referred to as the "Faculty Association" or "the Association" or the "TRUFA")

WHEREAS the Board is the "employer" as defined in Labour Legislation of British Columbia;

AND WHEREAS the Board, and certain of its officers have powers and duties assigned by Legislation;

AND WHEREAS the Association members are the "employees" as defined in Labour Legislation of British Columbia;

AND WHEREAS the Association is defined as a trade union in Labour Legislation of British Columbia;

AND WHEREAS the Association was certified on February 12, 1974, by the Labour Relations Board as the sole collective bargaining agent for the full and part-time instructional employees, laboratory demonstrators, counsellors, audio-visual coordinator, librarians and assistant librarians at the Thompson Rivers University, 900 McGill Road, Kamloops, B.C. and satellite campuses except administrators and part-time non-credit instructional employees;

NOW THIS AGREEMENT WITNESSETH that the Parties hereto covenant and agree that:

ARTICLE 1 - PRELIMINARY/PREAMBLE

1.1 Term of Agreement/Continuation Clause

1.1.1 This Agreement is binding on the respective Parties from April 19, 2011 to and including March 31, 2012 and thereafter from year to year unless written notice of intent to amend or terminate is given by either Party to the other Party any time within three (3) months prior to the expiration of the Agreement, or any other time frame as may be mutually agreed. During such period of negotiations, this Agreement shall remain in full force and effect.

1.1.2 Any Article in this Agreement may be opened by mutual agreement of both Parties at any time while the Agreement is in force.

1.1.3 Purpose of Agreement

1.1.3.1 The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

1.1.3.2 In order to promote the efficient and effective operation of the University through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

1.1.4 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Agreement shall remain in full force and effect.

1.1.5 Conflict with Policies

Every reasonable effort will be made to harmonize Employer policies with the provisions of this Agreement. In the event of a

conflict between the contents of this Agreement and any policies made by the Employer, the terms of this Agreement will prevail.

1.1.6 Singular and Plural

Wherever the singular is used in the Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.2 Definitions

For the purposes of this Agreement, both Parties agree that the following terms shall be interpreted as indicated below:

1.2.1 **"Board"** refers to the Thompson Rivers University Board.

1.2.2 **"Employer"** means the Thompson Rivers University.

1.2.3 **"Institution"** refers to Thompson Rivers University.

1.2.4 **"Parties"** means the union and employer.

1.2.5 **"Senate"** refers to the Senate as outlined in Bill 2 of the *Thompson Rivers University Act* and is identified as Senate at Thompson Rivers University.

1.2.6 **"Union"** refers to Thompson Rivers University Faculty Association (TRUFA), certified as a trade union and the sole bargaining agent for Bargaining Unit employees.

1.2.7 **"Agreement"** means the Collective Agreement between the Employer and the Union contained herein.

1.2.8 **"Ratification"** means the acceptance by the employer and the union of the terms of this agreement.

1.2.9 **"Joint Labour-Management Committee"** means a committee formed by the Union and Employer with equal representation from each.

- 1.2.10 **"Employee"** means a person employed within the bargaining unit represented by a union.
- 1.2.11 **"Tenured"**, See Article 5.3.2.1
- 1.2.12 **"Tenure-Track"**, See Article 5.2.1.1
- 1.2.13 **"Continuing Employee"** is an employee hired by the University in a full-time or part-time continuing position established by the Board and whose appointment is continuous from year to year.
- 1.2.14 **"Sessional Appointment"**. A sessional appointment is an appointment to a teaching or professional role position not requiring scholarship or service. Such an appointment is to any level of workload (as defined in Article 10) up to 100% for a specified period of time of less than one year
- 1.2.15 **"Continuing Sessional Appointment"**. A continuing sessional appointment is an ongoing appointment to a sessional workload level of 50% to 100% as defined in Article 10.
- 1.2.16 **"Limited Term Contract Appointment"**. A limited term contract appointment is a full time appointment to a position for a period of time of one year or greater and equal to or less than 3 consecutive years in duration.
- 1.2.17 **"Instructional Support Employees"**. Includes counsellors, librarians, curriculum editors/writers, instructional designers and instructional support coordinators.
- 1.2.18 **"Directed Studies/Honours Thesis/Reading Courses"**. The following courses may be offered by the Departments with the agreement of the member and the approval of the Chair and Dean.
- 1.2.18.1 (i) Directed Studies: Courses that allow students to investigate or work on specific topics/projects related to their program of studies and which may involve original research projects in the laboratory or field, including Fine Arts courses that address exceptional student needs.

- (ii) Honours Thesis: Courses that allow students to engage in an original research project as part of an Honours Degree Program.
 - (iii) Reading Courses: Courses that are in the TRU calendar but which are not scheduled in the timetable and are offered to a student(s) on a 'reading basis' to enable them to complete a course of study in any particular semester.
- 1.2.19 **"Trades"**. For the purposes of Article 10, Trades is defined as follows: Electrical, Electronics, Mechanical, Carpentry, Culinary Arts, Joinery, Gas Fitting, Welding and Plumbing.
- 1.2.20 **"Non-Trades"**. For the purposes of Article 10, Non-Trades is defined as follows: Applied Business Technology, Employment Skills Training, Horticulture, and Home Support Resident Care.
- 1.2.21 **"Functional Area"**. The program or discipline in which the employee normally works.
- 1.2.22 **"Mutual Agreement"**. Agreement in writing between the President of the Faculty Association and the President of the University or their respective designates.
- 1.2.23 **"Evening Course"**. A course which lasts at least two (2) hours beyond 1900 hours.
- 1.2.24 **"Notice"**. Is notification in writing, beginning from the time at which the notice is delivered to the recipient.
- 1.2.25 **"Relevant Work"**. For the purposes of Articles 11.5.1, 11.5.2, and 11.5.3, relevant work experience is defined as follows:
- Work experience in the field of instruction concerned in a situation where work experience is such that it adds to the worker's expertise and technical knowledge of the field of instruction.
- 1.2.26 **"Department"**. The administrative sub-division of a Faculty, Division or a School as established by the Senate.

ARTICLE 2 - UNION SECURITY

2.1 TRUFA as Exclusive Bargaining Agent

The Employer recognizes TRUFA as the exclusive bargaining agent for all full-time instructional employees and part-time credit instructional employees, laboratory faculty, instructional assistants, counsellors, librarians, curriculum editors/writers, and all instructional support coordinators (see Appendix C).

2.1.1 Duty to Provide Collective Agreements

Thompson Rivers University shall provide each employee with a copy of the Collective Agreement.

2.2 Maintenance of Membership

Employees covered by the certification who, at the date of ratification were members of TRUFA, shall maintain their membership in good standing as a condition of continuing employment.

2.3 Faculty Membership

2.3.1 From the effective date of this agreement new employees covered by the certification shall become members of TRUFA on the first day of the calendar month following commencement of their employment and shall maintain membership in good standing in TRUFA as a condition of continuing employment.

2.4 Dues Deduction

2.4.1 Deduction of Faculty Association dues as a condition of employment will be applied to all members of the bargaining unit.

2.4.2 Faculty Association membership dues for part-time employees shall be collected as a percentage of each employee's gross pay. This percentage shall be the same as for full-time employees.

- 2.4.3 All deductions of dues shall be remitted by the Employer to the Association not later than thirty (30) days after the date of deduction.

2.5 Amount of Dues and Fees

The Association shall advise the Employer in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the University from the President of the Association. Upon the Employer's receipt of such notice, the changed amount shall be the amount deducted for the following month.

2.6 Membership and Dues Authorization Forms

- 2.6.1 The Employer will inform all new employees that an agreement between the Parties is in effect including the dues check off provision.

- 2.6.2 The Employer shall ensure that Application for Membership forms as well as dues authorization forms are signed by new employees at the earliest date following their commencement of employment. Copies of signed forms will be forwarded to the TRUFA.

2.7 Assessments

The Employer shall deduct duly authorized assessments from employees who are members of the Association in accordance with Association By-laws within sixty (60) days of the request to do so by the Association. The Employer agrees to forward the assessment to the Association within thirty (30) days of the deduction. The Association agrees to limit its request for an assessment to one (1) request per calendar year.

2.8 Faculty Association Representation (General)

- 2.8.1 The Employer agrees to recognize all elected and appointed members authorized to act on behalf of the Faculty Association, and agrees to negotiate with the committees selected by the Faculty

Association looking toward a peaceful and amicable settlement of any differences which may arise between the Parties.

- 2.8.2 In order to ensure that the quality of instruction does not suffer because of Faculty Association activities, the Association may purchase release time, provided that a replacement suitable to the Employer can be found, for the President, Chief Steward and Chair of the Salary and Working Conditions Committee. The amount of time will be determined by the Association. The cost to the Association for such release time shall be the actual prorated salaried costs of release including all prorated benefits costs.

2.9 Faculty Association Representation (FPSE Staff)

The Employer agrees to recognize representatives of Federation of Post-Secondary Educators' Association, who may be requested by the Faculty Association to assist in the negotiation and settlement of any differences which may arise between the Parties.

2.10 Labour Disputes

- 2.10.1 An employee who, as a matter of conscience, chooses not to cross a legal picket line as outlined by the Labour Relations Code, shall not be subject to disciplinary action by the Employer. However, the aforementioned employee shall forfeit all pay for the length of time during which he/she is absent from duty.

- 2.10.2 The Employer shall maintain benefit plan coverages where employees are not actively working by reason of strike or lockout affecting the Employer.

- 2.10.2.1 Employees not at work because of a strike or lockout will pay one hundred percent (100%) of the benefit plan premium costs for the entire period of such absence.

2.11 Union - Management Relations

Nothing in this Collective Agreement shall prohibit the President from delegating his/her authority; this delegation shall be communicated in writing to the Faculty Association.

2.12 Employee List

On January 31, May 31, and September 30 Thompson Rivers University will provide the Faculty Association with two electronic reports. Report A will include employee names and addresses. Report B will include employee names, salary step, department, employment status (Continuing, Tenured, Tenure-track, Sessional or Limited Term Contract), rank, initial Continuing or Tenure-track appointment date and new wage start and end date.

ARTICLE 3 - FINANCIAL EXIGENCY

3.1 Financial Exigency

3.1.1 Financial Exigency is defined, for the purpose of this Article, as a situation in which the University projects substantial and continuing financial operating deficits which threaten the continued operation of the University and which are projected, by consistently applied, generally accepted accounting principles, to persist for at least three years into the future.

3.1.2 If the Board has the intention of declaring a financial exigency, within the meaning of Article 3.1.1, it shall give notice to the Faculty Association and the Senate of such intent. As of the date of such notice, the procedures specified in this article shall apply, and the Board shall not fill any vacant academic or administrative positions, nor shall the Board create any new academic or administrative positions prior to completion of the review process as provided under Articles 3.1.3 and 3.2. Within five (5) working days of giving notice of the belief that a financial exigency exists, the Board shall supply the Faculty Association with all of the information that convinced the Board of the existence of the exigency.

3.1.3 Process

Within five (5) working days of the notice specified in Article 3.1.2 above, the Parties shall each nominate two (2) persons to a Financial Commission. They shall meet at the call of the President, but in any case within five (5) working days of their being named, and shall choose a fifth (5th) person to serve as independent Chair. The persons named to the Financial Commission shall not have been employed by the University during the three (3) years immediately preceding the notification.

3.1.3.1 The Financial Commission shall meet within ten (10) working days of the selection of the Chair as specified in Article 3.1.3. It shall set its own rules of procedure, and shall report its findings to the Parties within forty (40) working days of its first meeting. The Financial Commission shall have access to all information it deems

pertinent to its task and all information relied upon by the Board in declaring the financial exigency.

3.1.3.2 The Financial Commission's terms of reference shall be to use consistently applied generally accepted accounting principles to verify whether a financial exigency as defined in Article 3.1.1 exists.

To do so, it shall:

- (a) verify whether substantial and continuing financial operating deficits are projected by consistently applied generally accepted accounting principles to persist for at least three years;
- (b) verify whether the persistence of such deficits would threaten the continued operation of the University;
- (c) verify whether possible reductions have been made in all areas of the University's expenditures and whether in view of the University's needs and its established academic goals layoffs of members constitute a necessary type of cost saving; and
- (d) verify whether the Board has made reasonable efforts to increase revenues to overcome the projected deficits.

3.1.3.3 If the Financial Commission does not agree on a report, the report of the majority shall be deemed to be its report; if there is no majority, the Chair's decision shall be the decision of the Financial Commission.

3.1.3.4 If the Financial Commission finds that an exigency does not exist, then the Board shall be precluded from invoking the provisions of this Article for twelve (12) months from the date of the report.

3.1.3.5 Costs of the Financial Commission shall be borne by the Board.

3.1.3.6 No Limited-term Contract, Tenure-track or Tenured member shall be laid off or dismissed without cause unless a state of financial exigency has been established in accordance with the provisions of Articles 3.1.3.2 and 3.1.3.4.

3.1.3.7 If the Financial Commission verifies that a financial exigency exists, reductions in the budgetary allocation for positions of members shall not exceed the amount required to reduce the total budget as

stated by the Financial Commission. The Financial Commission shall notify the Faculty Association of its decision.

- 3.1.3.8 Within five (5) working days of receiving the report from the Financial Commission verifying that a financial exigency exists, the Parties shall establish a Joint Labour Management Committee according to Article 3.2.
- 3.1.3.9 The Joint Labour Management Committee shall canvas employees within fifteen (15) working days, or such longer time as the Joint Labour Management Committee agrees, to find voluntary solutions that provide as many viable options as possible and minimize potential layoffs. The Joint Labour Management Committee shall consider all options under Article 3.3.3 and 3.3.5. All savings produced by such agreements shall be applied directly to the reductions verified by the Financial Commission.
- 3.1.3.10 Procedures for layoffs shall not occur during the fifteen (15) working day period in Article 3.1.3.9.
- 3.1.3.11 If a requirement for layoffs cannot be eliminated in accordance with proceedings under Article 3.1.3.9, and 3.3, the Joint Labour Management Committee shall determine the ways in which layoffs are distributed among departments and programs in accordance with Articles 3.1.3.11.1 – 3.1.3.11.3. Within twenty five (25) working days such determination shall be reported in writing to the President, the Faculty Association, and the departments or programs required to lay off members.
- 3.1.3.11.1 The Joint Labour Management Committee shall distribute the reductions required by the Board in members' positions so as to minimize the damage to the academic needs of the University.
- 3.1.3.11.2 Order of layoffs shall occur in accordance with Article 3.4.
- 3.1.3.11.3 The President shall notify such members of their impending layoffs in accordance with Article 3.1.3.11.2, stating in writing that the layoff is for reasons of financial exigency alone.

3.2 Joint Labour Management Committee

3.2.1 The Joint Labour Management Committee shall be composed as follows:

- (a) Three (3) persons chosen by the Board or its delegates and three (3) persons chosen by the Faculty Association.
- (b) The six (6) persons so named shall meet at the call of the President, but in any case within five (5) working days of their being named.

3.2.2 The Joint Labour Management Committee shall follow its own rules of procedure and shall have access to all information it deems pertinent to its task.

3.3 Employer Commitments

3.3.1 It is agreed that the employer will minimize the impact of funding shortfalls and reductions on the work force.

3.3.2 Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

3.3.3 Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the following labour adjustment strategies will be considered and offered by the University to minimize layoffs and at the appropriate time in the member reduction process:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time. If the retraining is approved by the Board, the Board shall pay all reasonable costs relating to the plan of retraining. If the retraining or appointment is to a

vacant academic position, members shall retain their former academic status, including credits for sabbatical leaves, salaries and benefits.

- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance with up to twenty-four (24) months' severance payment.
- (f) Workload averaging.
- (g) Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the College Pension Plan where an employee opts for early retirement.
- (h) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (i) Early retirement incentives as outlined in Collective Agreement .
- (j) Agreed secondment.
- (k) Retraining.
- (l) Trial retirement.
- (m) Continuation of health and welfare benefits.
- (n) Combination and variations of the above or other alternatives.

3.3.4 While various options in Article 3.3.3 may be considered and offered, there will be no stacking of entitlements.

3.3.5 The Member or Members may be transferred to another department according to Article 3.3.3(c) in the University for which he/she is qualified only with his/her written consent. Any transfer of a Member to an administrative position outside of the Bargaining Unit shall be on terms and conditions satisfactory to the Member and the University. A Member transferred under this Article shall retain recall rights pursuant to Articles 3.7 and 3.7.1. If recalled to a position in the Bargaining Unit, the Member's category of appointment and rank shall be reinstated. The Member shall receive credit for years of service, and the Member's salary shall be restored including all increments and adjustments that would have accrued while the individual was excluded from the Bargaining Unit.

3.4 Order of Lay Off

Members who are to be laid off under this Article shall be laid off in the following order:

- (a) Non-renewal of Sessional Contracts
- (b) Those holding Continuing Sessional Appointments
- (c) Those holding Limited Term Contracts
- (d) Those holding Tenure-Track Appointments
- (e) Those holding Tenured Appointments

Layoffs shall occur according to length of service at the University so that those with least seniority within each affected department or program are laid off first. Length of service shall be from the date of becoming a bargaining unit member at the University.

3.5 Severance and Notice

The Board shall provide the following for each member who is selected for layoff:

- (a) Each Sessional member shall receive notice that the University will honour all contractual obligations to the member but that no subsequent contract will be offered.
- (b) Each Continuing Sessional member shall receive four (4) months' written notice of the proposed date of lay off or four (4) months' salary in lieu of notice, or notice that the University will honour all contractual obligations to the member but that no subsequent appointment will be offered.
- (c) Each Limited Term contract member shall receive six (6) months' written notice of the proposed date of lay off or six (6) months' salary in lieu of notice, or notice that the University will honour all contractual obligations to the Member but that no subsequent contract will be offered.
- (d) Each Tenure-track or Tenured member shall receive:
 - (i) Twelve (12) months' written notice of the proposed date of lay off or twelve (12) months' salary in lieu of notice or a combination of salary and notice totalling twelve (12) months; and

- (ii) One (1) months' salary for each year of service (rounded to the nearest full year) in the University, which shall be no less than six (6) months' salary for Members with Tenure, to a maximum of eighteen (18) months.

3.6 A member who is laid off shall have access to library and computer services facilities, and, if facilities are available, to office and laboratory space, until alternative employment is secured or recall rights expire, whichever occurs first.

3.7 Recall

A member who has been laid off, or who has voluntarily accepted a reduced workload according to Article 3.3 or who is transferred according to Article 3.3.3(c) or 3.3.5 shall have preference for appointment over any other candidate if, within a period of two (2) years, a full-time appointment suitable to the laid-off member's professional qualifications becomes available within the University. Such offers of recall shall be sent to the Member's last known address by registered mail. It shall be the Member's obligation to inform the University of his/her current address. A member shall be given one (1) month to decide whether to accept recall and, if so, the member shall be given a reasonable period of time, not to exceed an additional six (6) months, to complete existing employment obligations. Failure to accept recall is deemed to be a resignation.

3.7.1 Members on lay off who are subsequently recalled shall repay any portion of the severance payment they received according to Article 3.5 which exceeds the salary they would have received had they continued to occupy their normal position in the University.

3.8 Program Redundancy

3.8.1 This Article applies only to those situations in which the declaration of Program Redundancy may result in the layoff of employees.

3.8.1.1 A Program Redundancy refers to the cancellation of an academic program for reasons other than Financial Exigency and when verified by the Redundancy Committee. The Board may only

declare a Program Redundancy, on the advice of Senate, for bona fide academic reasons including the following:

- (i) a Program does not meet acceptable academic standards, or
- (ii) a Program does not contribute in a significant way to the mission of the University, or
- (iii) a Program does not have an enrolment sufficient to justify maintaining the Program.

3.8.1.2 Program Redundancy shall apply only to academic programs, not to individuals within a Program.

3.8.1.3 If low student enrolment is argued as a bona fide academic reason, it must be demonstrated that a major decline has occurred which has produced a condition of low enrolments for at least three consecutive years, and there is no probability of an increase in enrolment over the next three years.

3.8.2 Subject to the provisions of this Article, the Parties recognize the authority of Senate to advise the Board on the restructure of the University's programs by introducing new programs, by changing existing programs, or by cancelling programs.

No Member shall either:

- (a) be transferred for the purpose of labour adjustment except in accordance with this Article; or
- (b) be laid-off, terminated, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for academic reasons except in accordance with this Article.

3.8.3 An academic program is one or more of:

- (a) a group of courses approved by Senate which may lead to a diploma, certificate, or degree,
- (b) a research program.

3.8.4 Process

When the Board, on the advice of Senate, proposes to declare Program Redundancy, it shall inform the Faculty Association in writing, and provide a copy of the plan for the redundancy, a

detailed statement of the academic reasons for such a proposal, and its reasons for believing that the lay-off of Members of the department affected may be required.

- 3.8.4.1 As of the date of the notice given in Article 3.8.4, in the department in which the program redundancy is proposed and in related functional areas, Limited Term, Continuing Sessional, and Sessional contracts shall be allowed to expire, and the Board shall impose a moratorium on the hiring of new Members in those departments until a negative finding of the Redundancy Committee under Article 3.8.6, or until the lay offs under Articles 3.8.7.1 and 3.8.7.3 have taken effect. During the same period, the Board shall not create any new administrative positions that would be excluded from other collective agreements to which the Board is bound.

3.8.5 Redundancy Committee

Upon receipt of the notification in writing under Article 3.8.4, Senate shall institute a Redundancy Committee, as provided for under Article 3.8.5.1, with the mandate to determine if bona fide academic reasons exist for the declaration of a redundancy under Article 3.8.5.6.

- 3.8.5.1 The Redundancy Committee shall consist of the following:

- (a) two (2) members chosen by the Board;
- (b) two (2) members chosen by the Faculty Association;
- (c) a Chair appointed by Senate, but he/she shall not be a Senate member.

No member of the Redundancy Committee shall belong to the department affected by the proposed redundancy, nor shall any member of the Redundancy Committee have participated in the preparation of the University's proposal under Article 3.8.4.

- 3.8.5.2 The Redundancy Committee shall meet within ten (10) working days of its appointment and shall establish its own procedures.

- 3.8.5.3 The University shall provide all documentation the Senate and the Board relied upon, and all other documentation required by the

Redundancy Committee to establish to the satisfaction of the Redundancy Committee whether bona fide academic reasons exist for a declaration of program redundancy.

3.8.5.4 All interested persons or groups shall be given a full opportunity to make submissions to the Redundancy Committee prior to the committee formulating its report to Senate.

3.8.5.5 Within forty (40) working days of its first meeting, the Redundancy Committee shall submit a written report to Senate with a copy to the Faculty Association.

3.8.5.6 The Redundancy Committee shall determine whether:

- (a) bona fide academic reasons exist for the declaration of a program redundancy; or
- (b) bona fide academic reasons do not exist for the declaration of a program redundancy.

3.8.5.7 Any costs of the Redundancy Committee established under this Article shall be borne by the Board.

3.8.6 Redundancy Committee Report

If the Redundancy Committee reports that bona fide academic reasons do not exist for a declaration of program redundancy, no further action shall be taken. If the Redundancy Committee reports that bona fide academic reasons exist for a program redundancy, the provisions of Article 3.8.7 shall apply.

3.8.7 Redundancy Plan

If the Redundancy Committee declares that bona fide academic reasons exist for a declaration of program redundancy, within five (5) working days of receiving the committee's report, the Parties shall establish a Joint Labour Management Committee.

3.8.7.1 The Joint Labour Management Committee shall canvas members in a targeted area or other areas over a fifteen (15) working days, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. The Joint

Labour Management Committee shall consider all options under Article 3.3.3 and 3.3.5.

3.8.7.2 Procedures for layoffs shall not occur during the fifteen (15) working day period in Article 3.8.7.1.

3.8.7.3 If a requirement for layoffs cannot be eliminated in accordance with proceedings under Article 3.8.7.1, 3.3.3 and 3.3.5, the order of layoffs shall occur in accordance with Article 3.4.

3.8.7.4 The President shall notify such members of their impending layoffs in accordance with Article 3.8.7.3, stating the academic and professional reasons why each individual Member is selected for layoff.

3.8.8 Severance and Recall

The University shall provide each Member who is to be laid off with the same provisions as under Articles 3.5 to 3.7.1.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

4.1 If an employee has a complaint that could be interpreted as a potential grievance, he/she may discuss it with his/her Chair or immediate supervisor for an informal resolution.

4.2 Any informal resolution of a complaint shall be consistent with this Agreement but shall not be binding on the Employer, the Faculty Association, or any other employee.

4.3 If the Faculty Association believes that a complaint has been resolved in a manner inconsistent with the terms of this Agreement, then the Faculty Association may initiate a grievance on the informal resolution.

4.4 If the complaint is unresolved, the employee shall consult with a Shop Steward, who shall determine if the matter is of a grievable nature.

4.5 Interpretation

A grievance is any complaint relating to the interpretation, application, operation, or alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable.

4.6 Grievance Procedure

4.6.1 All formal grievances shall be initiated by the Faculty Association in writing and shall be dealt with without stoppage of work by the following steps:

4.6.1.1 Step 1

Within twenty (20) working days of the time that an employee or the Faculty Association should reasonably be aware of the incident that is the subject of the grievance, the Faculty Association may request a meeting between a Shop Steward and the appropriate Dean/Director, or his/her designate. The Parties shall meet within ten (10) working days of the written request to attempt to resolve the grievance. The Employer shall respond in writing within five (5) working days.

4.6.1.2 Step 2

Failing settlement at Step 1, within five (5) working days, the Association may request a meeting between the Chief Steward or his/her designate, and the President, or his/her designate. The Parties shall meet within five (5) working days of the written request to resolve the grievance. If agreement is reached in writing, the grievance shall be considered resolved.

4.6.1.3 Step 3

- (a) Failing agreement at Step 2, either Party within forty-five (45) working days of the completion of Step 2, may request the Labour Relations Board to appoint a Settlement Officer to confer with the Parties to assist them to settle the difference, or advise the other Party that they wish to proceed directly to Step 4 - Arbitration. The request to the Labour Relations Board must be accompanied by a statement of the difference to be settled.
- (b) If a Settlement Officer is appointed, the Officer shall, within five (5) working days of the appointment:
 - (i) inquire into the difference,
 - (ii) endeavour to assist the Parties in settling the difference, and
 - (iii) report to the Director of the Labour Relations Board on the results of the inquiry and the success of the settlement effort.
- (c) If the Employer and the Faculty Association accept the recommendations of the Settlement Officer, then the grievance shall be considered resolved.
- (d) When the Director receives a report under the Code, and the Parties have not settled the difference, the Director shall refer the difference back to the Parties.

4.6.1.4 Step 4

Failing settlement at Step 2 or 3, either of the Parties may, without stoppage of work, notify the other Party in writing of its intent to submit the difference to arbitration as outlined below:

4.7 Abandonment of Grievance

Grievances shall be considered abandoned if the grieving Party fails to give written notice within the specified time limits of its intention to proceed to the next step of the Grievance Procedure. The succeeding step shall commence the day following receipt of such notice.

4.8 Waiving of Time Limits

The time limits set out in this Article may be extended by mutual agreement of the Parties.

4.9 Expedited Mediation-Arbitration

- (a) As an alternative to the arbitration process set out in Article 4.10 below, the Parties may mutually agree in writing within five (5) working days to submit the difference to expedited mediation-arbitration.
- (b) Within a further five (5) working days after mutual agreement to submit the difference to expedited mediation-arbitration the Parties shall meet to select an arbitrator. If the Parties cannot agree upon the appointment of an arbitrator within three (3) working days, either Party may request the Minister of Labour or his/her designate to make the appointment.
- (c) The Mediator-Arbitrator shall begin proceedings within twenty-eight (28) working days of being appointed.
- (d) The Mediator-Arbitrator shall endeavour to assist the Parties to settle the grievance by mediation.
- (e) If the Parties are unable to settle the difference, the Mediator-Arbitrator shall endeavour to assist the Parties to agree on the material facts in dispute and then shall proceed to hear and determine the matter by arbitration.
- (f) When determining the matter by arbitration, the Mediator-Arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he/she considers appropriate. It is agreed that where the arbitrator is in possession of differing facts on key issues of evidence he will allow for cross-examination of witnesses.

- (g) The Mediator-Arbitrator shall render a succinct decision within twenty-one (21) working days after completing the proceedings on the grievance submitted to arbitration.
- (h) When the dismissal, or suspension, of an employee is subsequently determined by an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, or the dismissal or suspension determined to be too severe in relation to the offence, reinstatement terms can be mutually agreed to by the Parties or can be imposed by an arbitration board if the matter is referred to arbitration.
- (i) When disciplinary action, up to and including dismissal, is subsequently determined as a result of an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, no record of the matter shall remain on an employee's personnel file.

4.10 Arbitration

Within ten (10) working days of the delivery and receipt of Notice of Intent, the Parties shall meet to select a mutually acceptable arbitrator. In the event that the Parties cannot agree upon an arbitrator within five (5) working days, either Party may ask the Minister of Labour of British Columbia to appoint an arbitrator.

4.11 Powers of the Arbitrator

- 4.11.1 The arbitrator shall be empowered to determine all points of law and all findings of fact.
- 4.11.2 The arbitrator may determine his/her own procedure but shall give full opportunity to all Parties to present evidence and make representation to him/her. The arbitrator shall proceed with all due diligence and endeavour to render a decision within twenty (20) working days from the date he/she is appointed.
- 4.11.3 The arbitrator's decision shall be binding on the Parties but in no event shall the arbitrator have the power to alter, modify, or amend this agreement. The Arbitrator may, however, interpret the provisions of this Agreement, and has the power to relieve against

technical irregularities including time limits, and to fashion just and equitable remedies.

4.12 Arbitration Cost Sharing

Each Party shall pay its own expenses and costs for arbitration and one-half (1/2) the compensation and expenses of the arbitrator.

ARTICLE 5 – APPOINTMENT OF MEMBERS

5.1 Ranks

5.1.1 Members appointed with a tripartite appointment shall be appointed at one of the following ranks:

- (a) Assistant Professor
- (b) Associate Professor
- (c) Full Professor

5.1.2 Members appointed with a bipartite appointment shall be appointed at one of the following ranks:

- (a) Lecturer, Librarian I, Counsellor I, or Instructional Support I; etc.
- (b) Senior Lecturer, Librarian II, Counsellor II, or Instructional Support II; etc.
- (c) Principal Lecturer, Librarian III, Counsellor III, or Instructional Support III; etc.

5.2 Types of Appointments

5.2.1 Tenure-Track Appointment

5.2.1.1 Initial appointments for all tenure track members are for three (3) years, with the exception of those appointed under Article 5.2.1.2, and shall normally commence on July 1. This type of appointment is with appropriate rank and a full range of academic responsibilities as follows:

- (a) for those on bipartite appointments, teaching/professional role and service;
- (b) for those on tripartite appointments, teaching/professional role, scholarship and service.

5.2.1.2 New members who have been granted tenure at another University with membership in AUCC or an equivalent body, may apply to the Division/Faculty or School Promotion and Tenure Committee

for tenure. If such an application is approved, the Member shall be appointed to a tenured position. If the application is denied, the Member shall be appointed to a Tenure-Track appointment, as per Article 5.2.1.1.

5.2.2 Renewal of Tenure-Track Appointment (For those hired since April 1, 2006)

5.2.2.1 A Renewed Tenure-track appointment, normally of three (3) years duration, is with appropriate rank and responsibilities of a bipartite or tripartite appointment, as defined in Articles 10.2.1.1 and 10.2.1.2.

5.2.2.3 Members on a first Tenure-Track appointment will be offered a second tenure track appointment if their performance is deemed satisfactory according the Performance Review procedure described in Article 7.

5.2.2.4 If a member's Tenure-Track appointment is to be renewed, he/she shall receive a letter of appointment from the President at least three months prior to the end of his/her initial Tenure-Track appointment.

5.2.2.5 If a member's initial Tenure-Track appointment is not to be renewed, he/she shall receive a letter from the President specifying the reasons for non-renewal of the appointment at least three months prior to the end of their initial Tenure-Track appointment.

5.2.2.6 Notice of acceptance or rejection of the offer of a renewed appointment shall be given by the member in writing to the President not later than two months prior to the end of the initial Tenure-Track period.

5.2.3 Tenured Appointment

5.2.3.1 A Tenured appointment is an appointment made under the provisions of Article 6 with rank and academic responsibilities for bipartite or tripartite appointment as defined in Articles 10.2.1.1 and 10.2.1.2. A tenured appointment can be terminated only by

normal retirement, resignation, voluntary early retirement, dismissal for cause, or layoff in accordance with this Agreement.

5.2.3.2 Change in Status from Bipartite or Tripartite Appointment for a Tenured Member

5.2.3.2.1 A Member with a bipartite appointment may apply to change to a tripartite appointment by submitting a scholarship plan to the Chair of the Department by September 15 in the year preceding the effective date of the change in appointment. The member's scholarship plan is subject to approval by the department based on the Department's rolling three (3) year workload plan according to Article 10.3.2.3 and shall comply with the qualifications and criteria required by the department for a tripartite appointment at the applicant's rank in Article 6.10.

The scholarship plan shall include:

- (a) A description of the scholarly activity that will be undertaken within the first year and in general over the next 3 years;
- (b) A description of the member's background and experience that demonstrates his/her capabilities of bringing the plan to fruition.

5.2.3.2.1.1 The Chair of the department shall submit in writing the recommendation with supporting reasons to the Dean/Director.

5.2.3.2.1.2 The Dean/Director shall forward the recommendation to the President.

5.2.3.2.1.3 When a member is approved by the President (or designate) for a change in appointment from bipartite to tripartite, a new appointment letter will be issued to the member and the change in appointment shall be implemented at the beginning of the subsequent academic year.

5.2.3.2.1.4 If the President denies the recommendation of the Department, the President shall provide written reasons to the Department.

5.2.3.2.1.5 After change to a tripartite appointment, the member shall be evaluated according to Article 7.2.2(a).

- 5.2.3.2.2 A Member with a tripartite appointment may apply to change to a bipartite appointment by submitting such a request to the Chair of the Department by September 15 in the year preceding the effective date of the change in the appointment. The member's teaching/professional plan is subject to approval by the department based on the Department's rolling three (3) year workload plan according to Article 10.3.2.3 and shall comply with the qualifications and criteria required by the department for a bipartite appointment at the applicants rank in Article 6.10.

The teaching/professional plan shall include:

- (a) A description of the teaching/professional activity that will be undertaken within the first year and in general over the next 3 years;
- (b) A description of member's background and experience that demonstrates his/her capabilities of bringing the plan to fruition.

- 5.2.3.2.2.1 The Chair of the department shall submit in writing the recommendation with supporting reasons to the Dean/Director.

- 5.2.3.2.2.2 The Dean/Director shall forward the recommendation to the President.

- 5.2.3.2.2.3 When a member is approved by the President (or designate) for a change in appointment from tripartite to bipartite, a new appointment letter will be issued to the member and the change in appointment shall be implemented at the beginning of the subsequent academic year.

- 5.2.3.2.2.4 If the President denies the recommendation of the Department, the President shall provide written reasons to the Department.

- 5.2.3.2.2.5 After change to a bipartite appointment, the member shall be evaluated according to Article 7.2.2(b).

5.2.3.3 Change in Appointment Level for Tenured Part-time Member

If a tenured part-time member has had an increased workload as per Article 10.3.1.2.1 beyond the level of his/her tenured appointment and the additional workload continues at the new

level for three years on an annualized basis, the member's appointment shall be adjusted accordingly. If the workload decreases for three consecutive years on an annualized basis the faculty member shall be returned to the original appointment workload.

5.2.4 Limited Term Contract Appointment

5.2.4.1 A Limited Term Contract appointment is an appointment to a 100% workload as identified in Article 10 for a period of time of one year or greater and equal to or less than three consecutive years in duration.

5.2.4.2 If, at the expiration of a Limited Term Contract appointment, and after assigning workload to all tenured and tenure-track members in the program area, the University offers a subsequent Limited Term Contract appointment in the same program for which the member is qualified, and whose performance is deemed satisfactory, the Limited Term Contract member will be given the right of first refusal for that appointment, before the Employer posts the position. Satisfactory performance shall be based on a summative evaluation according to Article 7.

5.2.4.2.1 If a Limited Term Contract member does not meet all of the qualifications for which he/she was hired, he/she shall not be eligible for re-appointment.

5.2.4.2.2 If two or more Limited Term Contract members each have a right of first refusal for the same available limited term work as referenced in Article 5.2.4.2, then the Appointments Committee shall choose the better candidate.

5.2.4.3 A Limited Term Contract member shall be granted a tenure-track appointment, as per Article 5.2.1, when he/she has completed the equivalent of six (6) consecutive years' Limited Term Contracts in the same program and the work for which he/she is qualified is available in the subsequent year. Three years of 100% Continuing Sessional work prior to the limited term can be applied to the calculation.

5.2.4.3.1 If two or more Limited Term Contract members each have a right of first refusal for the same tenure-track appointment as referenced in Article 5.2.4.3, then the Appointments Committee shall choose the better candidate.

5.2.4.4 Following an assessment of satisfactory performance, based on a summative evaluation according to Article 7, a faculty member who has a limited term shall have the terms of the appointment extended by one year if the same limited term work is available in the same department as documented in the approved 3-year workload plan. All tenure and tenure-track members in the program area must be assigned workload before the member's extension can occur.

5.2.5 Sessional Appointment

5.2.5.1 A Sessional appointment is an appointment to a teaching or professional role position not requiring scholarship or service. Such an appointment is to any level of workload (as defined in Article 10) up to 100% for a specified period of time of less than one year.

5.2.5.2 If, at the expiration of a member's Sessional appointment substantially the same sessional work, as determined by the department, is available in the subsequent academic year, the Sessional member shall be given a probationary right of first refusal for this work. Upon completion of a successful evaluation, as per Article 7 or after completing substantially the same work over two (2) work terms with no evaluation being performed, the member shall be given the right of first refusal for this work.

5.2.5.2.1 If two or more Sessional members each have a right of first refusal for the same available sessional work as referenced in Article 5.2.5.2, then the Appointments Committee shall choose the better candidate.

5.2.5.2.2 When a member who has obtained right of first refusal according to Article 5.2.5.2 is the successful applicant for a Limited Term Contract, that member shall maintain right of first refusal

(according to Article 5.2.5.2) for sessional work upon completion of the Limited Term Contract.

5.2.5.2.3 If a sessional member does not meet all of the qualifications for the work for which he/she was hired, he/she shall not have the right of first refusal for any subsequent work.

5.2.5.2.3.1 Sessional members who have not met all of the qualifications for previous work, may apply for new postings.

5.2.6 Continuing Sessional Appointment

5.2.6.1 A continuing sessional appointment is an ongoing appointment to a sessional workload level of 50% to 100%, as defined in Article 10.

5.2.6.2 A member shall be appointed to a Continuing Sessional position when he/she has completed a sessional workload for three (3) consecutive years at a workload level of 50% or greater of the maxima as defined in Article 10 or when initial Sessional appointment and subsequent Limited Term Contracts combined are the equivalent workload of three (3) consecutive years at a workload level of 50% or greater of the maxima as defined in Article 10.

5.2.6.3 A member with a Continuing Sessional appointment shall have the right of first refusal for substantially the same available sessional work he/she performed previously.

5.2.6.3.1 When a member who has a Continuing Sessional appointment and is the successful applicant for a Limited Term Contract, that member shall return to the Continuing Sessional appointment upon completion of the Limited Term Contract and retain current salary step as per Article 11.7.

5.2.6.3.2 If two or more Continuing Sessional members each have a right of first refusal for the same available continuing sessional work as referenced in Article 5.2.6.3, then the Appointments Committee shall choose the better candidate.

5.2.6.4 Where a Continuing Sessional member's work falls below 50% workload for more than 2 consecutive years, the member shall

maintain right of first refusal for sessional work as per Article 5.2.5.2 and retain current salary step. The member will return to a continuing sessional appointment as soon as the work is greater than 50%.

5.3 Hiring Process

5.3.1 Appointments Committee

5.3.1.1 By June 1 of each year, each Department shall elect a standing Appointments Committee. The Committee shall consist of:

- (a) a minimum of five (5) tenured Members of the Department. In order to form a representative committee, departments may invite as needed, representatives from cognate Departments or other departmental members to serve on the committee. One of the departmental Members shall be elected to be voting chair of the committee;
- (b) the Chair of the Department; and
- (c) one (1) undergraduate or graduate student in the Department, if applicable; and
- (d) one (1) representative from a Professional body, if applicable.

5.3.1.1.2 Search Committees for Sessional Appointments must be a minimum of two faculty members from the standing Appointments Committee plus the Chair of the Department.

5.3.1.2 Where practicable, the Committee shall be reflective of differences in rank and gender.

5.3.1.3 All members of the Appointments Committee shall maintain confidentiality regarding the Committee's deliberations and decisions. Members who knowingly violate this requirement of confidentiality shall be removed from the Committee. To safeguard the interests and rights of the Parties involved, all written records and minutes of meetings, conferences, understandings, agreements and actions and any other discussions, shall be kept in confidence and collected by the Chair of the Appointments Committee and forwarded to Human Resources.

5.3.1.4 The employer shall conduct an annual interview procedures and skills workshop for Appointments Committee members prior to September 1, to which the Faculty Association will be invited. Members of all Appointment Committees shall attend the workshop prior to the first meeting of the committee.

5.3.1.5 The term of the Appointments Committee shall be from September 1 to August 31.

5.3.2 Appointments Procedures

5.3.2.1 Qualifications and Experience Determination

5.3.2.1.1 When the Chair has received approval to advertise a position, the Appointments Committee shall:

- (a) after consultation with the other Members of the Department, recommend to the Dean/Director and to the Provost & Vice-President Academic, for approval, the academic and/or professional qualifications and experience required for the position to be filled;
- (b) recommend to the Dean/Director for approval the content of any advertisement or notice of the position and the placement of such advertisements or notices;

5.3.2.2 Posting of Vacant Positions

5.3.2.2.1 All sessional, limited-term and tenure-track vacancies shall be posted for 10 working days. External postings may occur concurrently. The Appointments Committee may recommend to the Dean for approval that the vacancy be posted internally only. No appointment shall be made to a limited term or tenure track position unless the position has been advertised nationally, except as indicated in Article 5.2.4.3.

5.3.2.2.2 All postings shall include the qualifications, duties, type and length of appointment, commencement date, and the date by which the Appointments Committee will begin to review applications.

5.3.2.2.3 Postings shall be distributed on Faculty Association bulletin boards, staff and member electronic distribution lists.

5.3.2.3 Review of Applicants

5.3.2.3.1 When the application period concludes, the Appointments Committee shall review and assess on sound academic and professional grounds all materials provided by applicants.

5.3.2.4 Interview Eligibility

5.3.2.4.1 All qualified members who apply for a vacant position shall be interviewed. The appointments committee shall prepare a short list of applicants, which along with the file for each short-listed applicant, shall be made available for review by Members of the Department. Members of the Department may submit written opinions to the Appointments Committee on the qualifications of the applicants. A short list must consist of more than one (1) applicant unless the Committee, after reviewing each applicant's file, is satisfied that only one (1) applicant has met the qualifications for the position as determined by the Committee and reflected in the advertisement, and the Appointments Committee does not decide to re-advertise.

5.3.2.5 Interview Procedures

5.3.2.5.1 The Appointments Committee shall interview short-listed candidates, and invite all Members in the Department and the Dean/Director and the Provost & Vice-President Academic, and President to meet the short-listed applicants when they visit the campus to be interviewed and to make presentations.

5.3.2.6 Appointment Recommendations

5.3.2.6.1 The Appointments Committee shall submit in writing the recommendation with supporting reasons to the Dean/Director.

5.3.2.6.2 Normally, within ten (10) days of the Dean/Director receiving the written submission from the Appointments Committee, the Dean/Director will make a recommendation to the President (or

designate) who shall grant or deny the appointment. The Dean/Director will inform the Chair of the Appointments Committee if more time is needed to review the submission from the Appointments Committee.

- 5.3.2.6.3 If and at such time the President (or designate) denies the recommendation of the Appointments Committee, the President (or designate) shall provide written reasons to the Committee and the Committee shall either consider other applicants or re-advertise the competition.

5.3.2.7 Letters of appointment

- 5.3.2.7.1 The successful candidate shall receive a letter of appointment in duplicate from the President or his/her designate specifying the terms of employment, including:

- (a) Department or academic unit in which the appointment is made;
- (b) Location of appointment;
- (c) Type of appointment;
- (d) Rank, if applicable;
- (e) Salary Step
- (f) Date on which the appointment commences;
- (g) Date on which the appointment terminates, if applicable;
- (h) Length of probationary period, if applicable;
- (i) Date of eligibility for Renewal or Tenure, if applicable;
- (j) A general statement of the regular duties and responsibilities pertaining to the position to which appointment is made, including a job description where applicable;
- (k) A Statement that the appointment is subject to the terms of this Agreement.
- (l) A copy of the Salary Placement form shall be sent to the Member and the Faculty Association.

- 5.3.2.7.3 A copy of this Agreement shall be included with the letter of appointment.

- 5.3.2.7.4 The successful Candidate accepts the offer of appointment by signing and returning one copy of the letter of appointment to the

Director of Human Resources. A copy of the letter of appointment signed by the member shall be sent to the Faculty Association.

5.4 Faculty Complement

5.4.1 The Parties agree to the following with respect to the percentage of tenure-track, and tenured as opposed to non-tenured members:

- (a) In each academic year, no less than 70% of the total number of credit courses offered under the bargaining unit certification shall be delivered by faculty tenure-track or tenured appointments. Within any Division, Faculty or School, no less than 60% of the total number of credit courses offered under the bargaining unit certification shall be delivered by faculty tenure-track or tenured appointments.
- (b) No later than August 1 the University shall provide the Faculty Association with a list of all credit courses and the name and appointment status of each of the faculty members who have delivered them in the preceding academic year.
- (c) Each Division, Faculty and School shall ensure that no less than 70% of all instructional support work is delivered by faculty in tenure-track or tenured appointments.
- (d) In the event that the percentage falls below the level required under Article 5.4.1.(a) in any Division, Faculty or School, the University shall restore the percentage to at least the required level within the following academic year unless mutually agreed to by the Parties.

5.5 Program Coordinator Election

5.5.1 Program Coordinators shall be created in those program areas where a need exists as agreed to by the relevant Dean or Director in consultation with the Chair.

5.5.1.1 If the identified Coordinator position serves more than one Department within the Faculty/School or more than one

Faculty/School, all references to a single department will be interpreted to mean all relevant Departments.

- 5.5.2 Whenever a vacancy arises for a Program Coordinator, the Department Appointments Committee shall begin the search for Program Coordinator as per Articles 5.3.1 and 5.3.2.
- 5.5.2.1 If the identified Coordinator position serves more than one Department within the Faculty/School or more than one Faculty/School, an Appointments Committee (according to Article 5.3.1.1) shall be established with representation from each relevant Department.
- 5.5.2.2 The Dean shall be invited to make recommendations with regards to qualifications and experience required for the position with reasons to the Committee.
- 5.5.3 All tenured members of the department shall be eligible to be considered for the position of Program Coordinator.
- 5.5.4 The Appointments Committee shall review the applications for the position of Program Coordinator to determine each candidate's qualifications and experience with regards to the requirements of the position. The Committee shall submit a short list of all qualified candidates to the Department.
- 5.5.5 Each qualified short listed candidate shall make a presentation to the department with an opportunity for questions. The Dean shall be invited to attend the presentations of all applicants.
- 5.5.6 The Program Coordinator shall be elected by majority, secret ballot vote of those members of the department actually voting. Each Member, whether tenure, tenure-track, limited term contract, continuing sessional or sessional, shall have one vote.
- 5.5.7 The Program Coordinator shall serve for a three (3) year term.
- 5.5.8 The Department Appointments Committee shall forward the name of the elected Program Coordinator to the Dean.

- 5.5.9 The Dean shall offer an appointment to the member elected as Program Coordinator.
- 5.5.10 An incumbent Program Coordinator may seek a second consecutive three (3) year term, in which case he/she must obtain approval of a majority of the Members of the program area in a secret ballot vote. This vote is to be held no later than March 15 in the final year of the incumbent's term.
- 5.5.11 Program Coordinators shall serve no more than two (2) consecutive three-year terms before relinquishing the position for at least one (1) term of office. Exceptions may occur by agreement among the members of the program area, the Chair, and the Dean.
- 5.5.12 The term of appointment for a Program Coordinator shall be from June 1 to May 31.
- 5.5.13 If a Program Coordinator's appointment is to be renewed, an offer of renewal will be made on or before May 1.
- 5.5.14 Recall of the Program Coordinator**
- 5.5.14.1 The Parties recognize the right of the University to remove a Program Coordinator from office for just and reasonable cause. A Program Coordinator removed for just and reasonable cause shall receive a minimum two (2) weeks' notice of such removal.
- 5.5.14.2 In the event that the members of the program area believe that there is just and reasonable cause to remove a Program Coordinator, a majority of the program area members must petition the Dean in writing, providing reasons for seeking recall. A copy of this petition shall be forwarded to the Program Coordinator and Dean for review.
- 5.5.14.3 The Dean shall call a meeting to discuss the issues with the Program Coordinator and a separate meeting to discuss the issues with the program area members within ten (10) working days of receipt of the petition for recall.

5.5.14.4 Following the meeting in Article 5.5.14.3, the program area members shall hold a secret ballot vote on the question: 'Shall the Program Coordinator be recalled?'. If the majority of the program area members vote in favour, the Program Coordinator shall be recalled and the provisions of Article 5.5.15 shall apply.

5.5.14.5 The removal of a member from the position of Program Coordinator in no way cancels or supersedes the procedural regularities that exist for that person in other Articles of this agreement in terms of his/her position as a tenured member.

5.5.15 Acting Program Coordinator Appointment

5.5.15.1 When there is an unexpected vacancy in the position of Program Coordinator, the Dean, in consultation with the members of the program area, shall appoint an Acting Program Coordinator for a period that shall not exceed one (1) year.

5.6 Chair Appointment

5.6.1 Whenever a vacancy arises for a Chair, the Department Appointments Committee shall begin the search for Chair as per Articles 5.3.1 and 5.3.2.

5.6.1.1 The Dean shall be invited to make recommendations with regards to qualifications and experience required for the position with reasons to the Committee.

5.6.2 All tenured members of the department shall be eligible to be considered for the position of Chair.

5.6.3 The Appointments Committee shall review the applications for the position of Chair to determine each candidate's qualifications and experience with regards to the requirements of the position. The Committee shall submit a shortlist of all qualified candidates to the Department.

5.6.4 Each qualified short-listed candidate shall make a presentation to the Department with an opportunity for questions. The Dean shall be invited to attend the presentations of all applicants.

- 5.6.5 The Chair shall be elected by majority, secret ballot vote of those members of the Department actually voting. Each member with a tenured, tenure-track, limited-term contract, continuing sessional or sessional shall have one vote.
- 5.6.6 The Chair shall serve a three (3) year term.
- 5.6.7 The Department Appointments Committee shall forward the name of the elected Chair to the Dean.
- 5.6.8 If the Dean accepts the decision of the Committee, he/she shall offer an appointment to the member elected as Chair. If the Dean disagrees with the Committee's decision, he/she shall inform the Chair of the Committee within five (5) working days stating the reasons in writing why he/she disagrees. The Dean shall ask the Committee to reconsider its decision based on the reasons provided. If the Appointments Committee declines to reconsider its decision or to make a second nomination, the Dean shall either accept the initial decision of the Committee or appoint an Acting Chair for a term not exceeding one academic year.
- 5.6.9 An incumbent Chair may seek a second consecutive three (3) year term, in which case he/she must obtain approval of a majority of department's Members in a secret ballot vote. This vote is to be held no later than March 15 in the final year of the incumbent's term.
- 5.6.10 Chairs shall serve no more than two (2) consecutive three-year terms before relinquishing the position for at least one (1) term of office. Exceptions may occur by agreement between the members of the Department and the Dean.
- 5.6.11 The term of appointment for a Chair shall be from June 1 to May 31.
- 5.6.12 If a Chair's appointment is to be renewed, an offer of renewal will be made on or before May 1.
- 5.6.13 Recall of the Chair**
- 5.6.13.1 The Parties recognize the right of the University to remove a Chair from office for just and reasonable cause. A Chair removed for just

and reasonable cause shall receive a minimum two (2) weeks' notice of such removal.

5.6.13.2 In the event that the Department believes that there is just and reasonable cause to remove a Chair, a majority of department members must petition the Dean in writing, providing reasons for seeking recall. A copy of this petition shall be forwarded to the Chair and Dean for review.

5.6.13.3 The Dean shall call a meeting to discuss the issues with the Chair and a separate meeting to discuss the issues with the Department within ten (10) working days of receipt of the Department's petition for recall.

5.6.13.4 Following the meeting in Article 5.6.13.3, the Department shall hold a secret ballot vote on the question: 'Shall the Chair be recalled?' If the majority of the department members vote in favour, the Chair shall be recalled and the provisions of Article 5.6.14.1 shall apply.

5.6.13.5 The removal of a member from the position of Chair in no way cancels or supersedes the procedural regularities that exist for that person in other Articles of this agreement in terms of his/her position as a tenured member.

5.6.14 Acting Chair Appointment

5.6.14.1 When there is an unexpected vacancy in the position of Chair, the Dean, in consultation with the department and Provost, shall appoint an Acting Chair for a period that shall not exceed six (6) months.

5.7 Faculty Orientation

5.7.1 The TRUFA shall be invited to participate in all orientation sessions for new employees.

ARTICLE 6 – TENURE AND PROMOTION OF MEMBERS

6.1 Preamble

- 6.1.1 Promotion in rank as described in Article 5.1, is recognition of the Member's growth and development in his/her profession, and as a Scholar, and of his/her service to the University and the academic community.

The granting of tenure is also the recognition by academic peers and the University that Members have demonstrated through their academic achievements and contributions that they have sufficient momentum and promise of ongoing success to justify the long-term commitment of the University to ongoing appointment.

Tenure provides economic security and assurance of continued opportunities to teach, to carry out one's professional role and to do scholarship in accordance with the Member's assigned duties and responsibilities. Academic freedom and economic security, i.e. tenure, support institutions of higher learning in fulfilling their obligations to their students and to society in general.

- 6.1.2 Tenure signifies the right of a Member to permanency of appointment, which may be terminated only through:

- (a) resignation;
- (b) retirement;
- (c) reasons of program redundancy or financial exigency under Article 3;
- (d) dismissal for cause as provided under Article 8

- 6.1.3 Decisions on the granting of tenure and the awarding of promotions in rank to Members shall be made by the Board upon the recommendation of the President whose recommendation shall be based on the recommendations of:

- (a) the Division, Faculty or School Promotion and Tenure Committee and,
- (b) the Senate Promotion and Tenure Committee.

6.2 Progression to Promotion

- 6.2.1 Application for promotion is initiated by the individual Member in accordance with Article 6.4.

6.3 Progression to Tenure

- 6.3.1 A Member holding a Tenure-Track Appointment, as defined in Article 5.2 must be considered for tenure not later than the sixth (6th) year of his/her Tenure-Track Appointment. When a Member has been considered for tenure, he/she must be notified of the decision on or before March 31 of the academic year in which he/she was considered.
- 6.3.2 In particular cases, an Appointment with Tenure may be a Member's initial appointment. In such cases, the Division, Faculty or School Promotion and Tenure Committee and the Senate Promotion and Tenure Committee shall assess the member's qualifications, and make a recommendation to the President prior to his/her recommendation to the Board.
- 6.3.3 The Senate Promotion and Tenure Committee shall not consider a Member's application for tenure unless he/she has received a Tenure-Track Appointment, except as provided in Article 6.3.2. The normal time for tenure consideration is during the sixth (6th) year of a Tenure-Track Appointment, but a Member is entitled to be considered for tenure during any year of his/her Tenure-Track Appointment. The Member who chooses to be considered for tenure prior to the final year of his/her Tenure-Track Appointment shall not be required to exceed performance standards beyond those normally considered appropriate for tenure, nor shall the Senate Promotion and Tenure Committee lower its standards to accommodate such a member. A Member initiates the procedure towards early tenure consideration in accordance with Article 6.4.
- 6.3.4 A Member holding a Tenure-Track Appointment may apply and be considered for tenure only once.

6.4 Procedures of Division, Faculty or School Promotion and Tenure Committee

6.4.1 Application for promotion and/or tenure shall be made in writing by the Member, and shall be sent to the chair of the appropriate Promotion and Tenure Committee on or before the date specified in Article 6.6.8. The application shall be accompanied by:

- (a) up-to-date curriculum vitae,
- (b) a teaching dossier as described in Article 6 – Appendix I (c)
- (c) a copy of Annual Professional Activity Reports for the past three (3) years
- (d) and such other documentation as the Member considers as evidence of fulfilment of the criteria.

At the same time, the Member shall forward a copy of the letter of application to the Dean for information. The Member shall provide the Division, Faculty or School Promotion and Tenure Committee with sufficient information for the Committee to make an evaluation and recommendation with respect to the criteria.

6.4.2 In consultation with the Chair of his/her Department, the Member shall submit a list of potential referees to the Chair of the DPTC. Referees must be suitably qualified, at arm's length from the candidate, capable of making an assessment and external to the University. Where appropriate, referees should also have international stature. The candidate shall inform the Chair of the DPTC in writing of the nature of the relationship he/she has or had with those individuals nominated to be referees. The number of referees shall not be less than:

- (a) three (3) for tenure;
- (b) three (3) for promotion to Associate Professor or Senior Lecturer or Counsellor II or Librarian II or Instructional Support II;
- (c) three (3) for promotion to Full Professor or Principal Lecturer or Counsellor III or Librarian III or Instructional Support III.

The Committee may also suggest names of potential referees. The majority of referees shall be chosen from the Member's list.

- 6.4.3 The chair of Division, Faculty or School Promotion and Tenure Committee, as appropriate, shall forward the application and supporting documentation to the members of the appropriate Division, Faculty or School Promotion and Tenure Committee within ten (10) working days of receipt of an application. Applications for, tenure and promotion shall include external letters of reference (as specified in Article 6.4.2).
- 6.4.4 Division, Faculty or School Promotion and Tenure Committee will comprise at least five faculty members holding designation equivalent or senior to that for which the Member is applying, plus the Dean or Dean's delegate as non-voting chair, plus one Faculty Association representative as non-voting.
- (a) At least two (2) members shall be from the Member's discipline.
 - (b) At least one (1) member of the Committee shall be from a Department other than that (those) in which the Member(s) holds appointments(s),
 - (c) If sufficient faculty holding appropriate designation and other qualifications are not available in the Member's department or division, the Dean, in consultation with the Provost, shall include qualified faculty from other divisions.
 - (d) The Dean shall try to achieve gender balance on the Committee.
 - (e) Each Division, Faculty or School Promotion and Tenure Committee will hold its initial meeting on or before September 30.
- 6.4.5 The candidate shall be invited by the DPTC to discuss the contents of the dossier. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. The Member shall have the right to be accompanied by a representative of his/her choice to serve as a non-participating observer during the discussion of the Member's portfolio. This person shall not act in a legal advisory capacity. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its recommendation in camera.

6.4.6 Division, Faculty or School Promotion and Tenure Committee's shall assess each Member's performance in areas applicable to their appointment (tripartite or bipartite) and department or discipline specific performance standards approved by Senate.

- (a) The Committee Chair, at or before the Committee's initial meeting, will provide the Member and each member of the Committee with a written copy of the discipline-specific standards by which the Member's qualifications will be assessed.
- (b) The Division, Faculty or School Promotion and Tenure Committee will approve requests for designations when it is determined that previously held designations in full-time academic positions at other accredited degree granting institutions are equivalent. Reasons for denial shall be limited to the non-equivalency of the designation or the lack of appropriate accreditation of the previous institution.
- (c) The Division, Faculty or School Promotion and Tenure Committee may request from the Member any additional information it deems necessary or relevant to make a recommendation. Additional information must be provided by the member to the Committee within ten (10) working days of the Committee's request.
- (d) If in the course of deliberations the Division, Faculty or School Promotion and Tenure Committee determines that its majority recommendation will be to deny an application, the Division, Faculty or School Promotion and Tenure Committee Chair will provide the Member written information noting areas in which the Member's performance may be deemed not to meet the required standards and invite the member to address the committee (prior to any vote being taken by the Committee) to respond to such information.
- (e) Applications for initial designation shall be considered on the basis of the Member's career achievements.
- (f) Advancement shall be based on accomplishments beyond those necessary at the time of application for appointment at, or advancement to, the Member's present designation.

- (g) All tenure and promotion decisions must be based on criteria and standards recognized outside of as well as within the University community as per Article 6.4.2. The Committee Chair shall confirm the availability of referees, and shall forward to each referee a copy of the member's curriculum vitae and other relevant material. The referee shall be requested to respond within twenty (20) working days.

6.4.7 The Chair of the Division, Faculty or School Promotion and Tenure Committee will transmit the results of its review and its recommendation for approval or denial of each application to the Senate Promotion and Tenure Committee, the Dean and the Member, by the date specified in Article 6.6.8. The Division, Faculty or School Promotion and Tenure Committee recommendations shall be in the form of a report authored by the Committee Chair. The report shall include a statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the relevant conditions and criteria for tenure and promotion.

- (a) Reasons for denying tenure or promotion shall be substantive, shall pertain to the criteria and standards for relevant designations as supplemented by Department or Discipline qualifications, and shall include enough particulars to enable the Member to know the basis for the recommendation.
- (b) A statement by the Committee that it is unable to reach a majority recommendation shall be taken as a negative recommendation.

6.4.8 By the date specified in Article 6.6.8, the chair of the Division, Faculty or School Promotion and Tenure Committee shall forward the application and supporting documentation, the Committee's report and recommendation as per Article 6.4.6, and copies of all correspondence with the Member and referees to the Provost, the chair of the Senate Promotion and Tenure Committee. The chair of the Senate Promotion and Tenure Committee shall distribute all such material to the Senate Promotion and Tenure Committee members

within ten (10) working days of the date of receipt specified in Article 6.6.8.

6.5 Procedures of the Senate Promotion and Tenure Committee

6.5.1 The Senate Promotion and Tenure Committee is chaired by the Provost & Vice President Academic (or designate), and reports its recommendations on specific tenure and promotion cases to the President.

6.5.2 The Senate Promotion and Tenure Committee shall consist of:

- (a) Provost & Vice President Academic (or designate), who shall chair the committee;
- (b) Associate Vice-President of Graduate Studies and Research;
- (c) Dean of the Member's Faculty/School/Division;
- (d) Two (2) Deans appointed by the Provost & Vice President Academic;
- (e) One tenured member from each Division, Faculty or School to be elected for a two year term, half of whom shall be full professors/principal lecturers;
- (f) Faculty Association observer (non-voting);
- (g) Where possible, the Committee shall be gender balanced.

No Faculty Member shall be a member of the Senate Promotion and Tenure Committee during the academic year in which he/she is to be considered for promotion. No Faculty Member shall be a member of both the Division, Faculty or School Promotion and Tenure Committee and the Senate Promotion and Tenure Committee.

6.5.3 The Member's Department Chair may be present for the Senate Promotion and Tenure Committee's discussion to provide any further information for clarification the Committee deems necessary to make a recommendation.

6.5.4 The Senate Promotion and Tenure Committee shall request from the Member any further information for clarification it deems necessary to make a recommendation or in the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided (prior to any vote being

taken by the Committee) with an opportunity of responding to such negative information. In appearing before the Committee, the Member shall have the right to be accompanied by a support person for the purpose of clarifying information that the member has contributed to the dossier. This person may not act in a legal advisory capacity.

6.5.5 The Senate Promotion and Tenure Committee's recommendation shall be based only on documentation presented and the evidence heard, and the recommendation of the Division, Faculty or School Promotion and Tenure Committee.

6.5.6 The Senate Promotion and Tenure Committee shall keep an Official Record of minutes. At the conclusion of a Committee's deliberations, the minutes shall be placed in a file in the Provost's office. Included in the minutes shall be records of all Senate Promotion and Tenure Committee's recommendations and the reasons for them as well as a numerical record of all votes.

6.5.7 Voting

- (a) Senate shall establish the terms of reference for the UPTC.
- (b) The motion shall be framed in the affirmative: That the member be granted promotion or tenure.
- (c) The Committee's recommendation shall be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion and a negative recommendation shall go forward.

6.6 Action Subsequent to Voting

6.6.1 By the date specified in Article 6.6.8, the Member, the Member's Dean, and chair of the Division, Faculty or School Promotion and Tenure Committee shall be informed of the Senate Promotion and Tenure Committee's recommendation, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for tenure and promotion.

- 6.6.2 If the Member wishes to appeal the decision of the Senate Tenure and Promotion Committee, then, within ten (10) working days of receipt of formal notice according to Article 6.6.1, a written notice of appeal must be sent to the chair of the University Appeals Committee with a copy to the chair of the Senate Tenure and Promotion Committee. If the member does not appeal the decision, the Senate Tenure and Promotion Committee shall make its recommendation known in a letter to the President with copies to the member, the chair of the Division, Faculty or School Promotion and Tenure Committee and the Faculty Association.
- 6.6.3 By the date specified in Article 6.6.8, the Provost & Vice-President Academic shall forward a report to the President which shall include the application for promotion and/or tenure, as appropriate, together with documentation presented, the Division, Faculty or School Promotion and Tenure Committee's recommendation, as described in Article 6.4.7, and the Senate Promotion and Tenure Committee's recommendation as described in Article 6.6.1.
- 6.6.3.1 Exceptions to Article 6.6.3 shall only occur when a member has exercised his/her rights under Article 6.6.2. In this case the notice to the President shall occur immediately upon the decision of the Appeals committee. When such occurs the timelines in Article 6.6.8 shall be adjusted accordingly.
- 6.6.3.2 If the Senate Promotion and Tenure Committee's recommendation as described in Article 6.6.1 is different from the recommendation of the Division, Faculty or School Promotion and Tenure Committee, the Senate Promotion and Tenure Committee shall redirect the application to the Division, Faculty or School Promotion and Tenure Committee for reconsideration.
- 6.6.3.3 After review and reconsideration, the Division, Faculty or School Promotion and Tenure Committee shall send the application back to the Senate Promotion and Tenure Committee for final recommendation.
- 6.6.4 Once the President has received a report as per Article 6.6.3 he/she shall submit the Senate Tenure and Promotion Committee's recommendation to the Board at the first meeting of the Board

following receipt of the recommendation of the Senate Tenure and Promotion Committee.

6.6.5 If the Board decides not to adopt the recommendation of the Senate Tenure and Promotion Committee or the University Appeals Committee, it shall do so only on the basis of the criteria stated in the relevant articles of this agreement and shall give written reasons for its decision to the member; the Senate Tenure and Promotion Committee or the University Appeals Committee as appropriate; the Division, Faculty or School Promotion and Tenure Committee; the President; and the Faculty Association.

6.6.6 Within ten (10) working days of the Board's decision, or at the latest by the date specified in Article 6.6.8, the President or his/her designate shall give the Member formal notice of the granting or denial of promotion and/or tenure. Tenure appointments and promotions for Members shall be effective July 1 following the Board's decision.

6.6.7 In cases of tenure, if the Board's decision is that it be denied, the candidate's tenure-track appointment shall be terminated at the end of the tenure-track appointment unless the candidate is in the last year of such an appointment, in which case a one-year terminal appointment shall be offered.

6.6.8 Timeline for Tenure and Promotion Process

6.6.8.1 Application for Tenure and/or Promotion shall be made in writing by the Member. It is the responsibility of the Member to initiate the application process.

6.6.8.2 With the exception of alternative dates established by mutual consent of the Member and the University, the following timeline shall be adhered to in all Tenure and/or Promotion applications and decision-making:

- (a) By 15 May prior to the academic year during which a Member's application will be reviewed, the Dean/Director notifies in writing all Members in their Division, Faculty or School who are eligible to apply for Tenure as per Article 6.3.1. A notice shall be placed on the University web site

announcing a September 1 deadline for applications for Tenure and Promotion.

- (b) By 1 August, Members shall notify their Chair of their application for Tenure and/or Promotion. Within five working days, the Chair shall provide the Dean/Director with a list of Members who will submit an application.
- (c) By 1 September, Members shall submit their application portfolio to the Chair of the appropriate DPTC.
- (d) By 15 December, the Chair of the DPTC shall forward to the Chair of the UPTC the complete application file and the recommendation of the Committee with reasons.
- (e) By 28 February, the Chair of the UPTC shall forward to the President for review and decision the complete application file, the recommendation of the DPTC and the recommendation of the UPTC with reasons.
- (f) By 31 March, the President shall notify the Member of his/her decision.

6.7 Annual Report for Decisions on Tenure and Promotion

6.7.1 An annual report which summarizes the activities of the Senate Tenure and Promotion Committee shall be prepared by the Chair and distributed to all Faculty Association members by June 30. The report shall include in each of the promotion and tenure categories, the following statistics:

- (a) The number of members recommended by their Division, Faculty or School Promotion and Tenure Committee;
- (b) The number of members not recommended by their Division, Faculty or School Promotion and Tenure Committee;
- (c) The number of recommendations in (a), which were overruled by the Senate Tenure and Promotion Committee;
- (d) The number of recommendations in (b), which were overruled by The Senate Tenure and Promotion Committee.

6.7.2 An annual report which summarizes the activities of the University Appeals Committee according to Article 6.8 shall be prepared by the Chair of the University Appeals Committee and distributed to all

Faculty Association members by June 30. The report shall include in each of the promotion and tenure categories, the following statistics:

- (a) The number of members who appealed to the University Appeals Committee, who were recommended by their Division, Faculty or School Promotion and Tenure Committee but not by the Senate Tenure and Promotion Committee;
- (b) The number of members who appealed to the University Appeals Committee, who were not recommended by either their Division, Faculty or School Promotion and Tenure Committee or the Senate Tenure and Promotion Committee;
- (c) The number from (a) where the University Appeals Committee reversed the recommendation of the Senate Tenure and Promotion Committee;
- (d) The number from (b) where the University Appeals Committee reversed the recommendation of the Senate Tenure and Promotion Committee.

6.8 University Appeals Committee

6.8.1 There shall be a University Appeals Committee which shall hear all appeals against decisions of the Senate Tenure and Promotion Committee.

6.8.2 Appeals against decisions of the Senate Tenure and Promotion Committee may be made to the University Appeals Committee by the member. The member may not lodge an appeal based on a procedural error committed by the member.

6.8.3 Appeals shall be based only on procedural grounds. Procedural grounds are to be interpreted as including:

- (a) The procedures of this collective agreement as it applies to the review process in Articles 6.1 to 6.6.8.
- (b) Consistency of application of the appropriate criteria for promotion and tenure according to Article 6 by the Senate Tenure and Promotion Committee during the life of this collective agreement. The member may only appeal in cases where:

- (i) The Senate Tenure and Promotion Committee's decision has the effect of terminating employment, or
- (ii) The Senate Tenure and Promotion Committee's decision conflicts with that of the Division, Faculty or School Promotion and Tenure Committee.

6.8.4 Notice of appeal against a decision of the Senate Tenure and Promotion Committee shall be submitted in accordance with Article 6.6.2. This written notice shall include the evidence on which the appeal is based and it shall form the basis on which the appeal is to be heard by the University Appeals Committee.

6.8.5 The membership of the University Appeals Committee shall be as follows:

- (a) One tenured member, jointly appointed by the Faculty Association and the Senate, for a three-year term, to act as a non-voting Chair.
- (b) Two tenured members, jointly appointed by the Faculty Association and the Senate for a three-year term.
- (c) One tenured member jointly appointed by the Faculty Association and the Senate. This individual shall be a member of a cognate department.
- (d) If any member of the committee has a conflict of interest with respect to a particular appeal or is a member of the appellant's department, the Faculty Association and the Senate shall jointly appoint a replacement for that appeal.
- (e) If any member of the committee participated in the Division, Faculty or School Promotion and Tenure Committee's decision under appeal, the Faculty Association and the Senate shall jointly appoint a replacement for that appeal.

No individual may serve on a Division, Faculty or School Promotion and Tenure Committee and the Senate Tenure and Promotion Committee during the same academic year. No individual may serve on the Senate Tenure and Promotion Committee and the University Appeals Committee during the same academic year.

6.9 University Appeals Committee Procedures

- 6.9.1 The University Appeal Committee may decide by unanimous vote that no hearing is needed because the procedural grounds advanced by the member according to Article 6 are deemed not to be substantive and, thus, not material to the Senate Tenure and Promotion Committee's decision. In that case it shall not hear the appeal but shall uphold the Senate Tenure and Promotion Committee's decision. A written explanation of the basis of the decision shall be provided to the member and the Faculty Association within fifteen (15) working days of the committee's decision.
- 6.9.2 Where the grounds are substantive, the University Appeals Committee must hold a hearing within fifteen (15) working days of receipt of the notice of appeal.
- 6.9.3 In considering consistency of application the University Appeals Committee shall consider only the evidence which was presented to the Senate Tenure and Promotion Committee, and shall take into account recommendations of the Senate Tenure and Promotion Committee which have occurred for members within cognate departments within the previous five (5) years.
- 6.9.4 The University Appeals Committee shall invite the member, who shall be allowed to bring:
- (a) A support person of his/her choice to serve as a non-participating observer. This person shall not act in a legal advisory capacity.
 - (b) Two representatives, one each from the Division, Faculty or School Promotion and Tenure Committee and the Senate Tenure and Promotion Committee.
- 6.9.5 The member and non-participating support person, Division, Faculty or School Promotion and Tenure Committee, and Senate Tenure and Promotion Committee representatives shall be invited to be present throughout the hearing and shall have the opportunity to address the grounds for appeal. Each Party to the appeal shall be allowed to make a presentation and question the other Parties to the appeal. The

University Appeals Committee shall inform participants of their rights and duties prior to the commencement of any testimony.

6.9.6 At the conclusion of the hearing, the University Appeals Committee shall consider its decision in camera. The decision shall be by simple majority. The University Appeals Committee shall render a decision within ten (10) working days of the conclusion of the hearing.

6.9.6.1 In rendering a decision, the University Appeals Committee may either uphold the recommendation of the Senate Tenure and Promotion Committee or determine that the grounds for the appeal have been substantiated.

6.9.6.2 If the University Appeals Committee determines that the grounds for the appeal have been substantiated, then it must recommend a mechanism by which such error can be corrected. The mechanism shall be either:

- (a) Referral of the matter back to the Senate Tenure and Promotion Committee in which case the University Appeals Committee must give specific recommendations to the Senate Tenure and Promotion Committee on how to deal with the case, and the Senate Tenure and Promotion Committee must address the recommendations and report the actions it took in a letter back to the University Appeals Committee or;
- (b) Evaluation of the appellant by the University Appeals Committee following the procedures set down for the Senate Tenure and Promotion Committee. The University Appeals Committee must not base its decision on the grounds for appeal alone but rather on an overall assessment of the member and the appropriate criteria for renewal, tenure or promotion. It may not recommend that renewal, tenure or promotion be granted solely on the basis of a procedural error. The University Appeals Committee shall review all applications in the cognate department as identified within Article 6.9.3 without meeting with individual applicants.

6.9.7 Following the decision of the University Appeals Committee there shall be no right to further appeal. The procedures and provisions

relating to appeals are not intended to supplant or infringe upon the members right to grieve under Article 4.

6.9.8 The University Appeals Committee shall, through its Chair, make its recommendations known in writing to the member with copies to the President, the Division, Faculty or School Promotion and Tenure Committee, the Senate Tenure and Promotion Committee and the Faculty Association, stating its reasons based on the appropriate criteria, the member's letter of appointment, and the specific grounds in the notice of appeal.

6.9.9 The Chair of the University Appeals Committee shall arrange to keep minutes of each meeting, including a record of attendance and decisions, and a file of all documents consulted.

6.10 Criteria for Academic Designation, Tenure and Promotion

6.10.1 The varied nature of the academic and professional disciplines within the University requires flexibility in the nature, assessment and weighting of the criteria for tenure and promotion. Boundaries between categories are not always clear-cut, and the following descriptions of categories are intended only as guidelines for the development of more specific criteria. In developing specific criteria, the principle of equity in tenure and promotion shall be considered. When a member takes leave under Articles 12.3.4 and 12.4 the time period for tenure-track shall be extended by the same time period of the approved leave.

6.10.2 Members with a tripartite appointment who apply for academic designation, tenure and promotion shall be assessed in each of the following four (4) categories:

1. Academic Qualifications
2. Teaching or Professional Role
3. Scholarship
4. Service

6.10.3 Members with a bipartite appointment who apply for academic designation, tenure and promotion shall be assessed in each of the following three (3) categories:

1. Academic Qualifications
2. Teaching or Professional Role
3. Service

6.10.4 For the purposes of Article 6 the term Professional Role means the duties and responsibilities that Instructional Support Members, as defined by Article 1, were employed to perform.

6.10.5 Definitions of Categories

Each Division, Faculty and School shall use the following definitions and guidelines when developing department or discipline specific standards to meet the criteria for academic designation, promotion and tenure. Each Division, Faculty and School must specify the type and weighting of the evidence to be assessed and applied in each category. All such standards shall be subject to Senate approval.

6.10.5.1 Teaching

Teaching is a scholarly and dynamic endeavour that covers a broad range of activities with a commitment to creating the best possible learning situation for students. Teaching involves attention to course work, course design, methods of teaching, curriculum development and other instructional related activities.

See Article 6 – Appendix I for examples of types of evidence that can be used to assess teaching in support of Academic Designation, Tenure and Promotion.

6.10.5.2 Professional Roles

(a) Librarian

A Librarian is defined as the person(s) responsible for the overall management of the library activities; selection of materials to be added to and removed from the collection; acquisition of selected materials; cataloguing of acquired materials; processing and referencing of catalogued materials; and teaching. Such duties are contained in the job description for the position referenced in Article 7.7 of the UCCFA Local Agreement April 1, 2001 to March 31, 2004.

(b) **Counsellor**

A counsellor is responsible for providing counselling services to students as required, including, but not limited to personal, crisis, career, vocational and/or academic counselling. Counsellors provide counselling services to faculty for teaching related student issues. Duties and responsibilities may also include development and delivery of workshops and other activities of a developmental nature. Maintenance of appropriate records is an integral part of the role of a Counsellor.

(c) **Other Instructional Support**

The professional role of other Instructional Support positions including Coordinators, Instructional Designers and others will vary across the campus, but in all cases will be based on the job description for each position as referenced in Article 7.7 of the UCCFA Local Agreement April 1, 2001 to March 31, 2004.

6.10.5.3 Scholarship

Scholarship is defined as research, scholarly and/or artistic work which is creative and intellectual. Such work can occur through discovery, integration, teaching and learning, or application of knowledge and must be disseminated within the public realm.

6.10.5.4 Service

Service is active participation in the corporate life of the University community, the Member's discipline and/or profession, and in the community-at-large. Participation on University and Faculty Association committees, assistance and leadership in departmental administration, and contributions to the intellectual and cultural life of the campus is part of such service. Service is also defined as contributions to professional or learned societies through participation in local, provincial, national and international organizations and programs related to the Member's discipline; consulting work; and contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.

6.10.6 Granting of Tenure

Tenure shall be granted when there is consistent evidence of meeting the required academic performance standard, demonstrated

professional growth, and the promise of future development. The criteria for tenure shall be in accordance with Articles 6.10.2 and 6.10.3 are:

- (a) Satisfactory record as a Teacher or in Professional Role, as measured against standards approved by Senate;
- (b) Satisfactory record of Scholarship, as measured against standards approved by Senate;
- (c) Satisfactory record of Service, as measured against standards approved by Senate.

6.10.7 Academic Designation

The following academic designations shall be granted when members meet each of the applicable criteria in accordance with Articles 6.10.2 and 6.10.3.

6.10.7.1 Assistant Professor/Lecturer

- (a) Academic Qualifications: The normal criterion will be the terminal degree required in the member's discipline, typically an earned doctorate or equivalent qualifications and/or experience, such as professional qualifications or designations in fields where doctorates are not normally available, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline.
- (b) Teaching or Professional Role: Show evidence of potential for effectiveness in Teaching or in Professional Role.
- (c) Scholarship: Potential for successful engagement in Scholarly Activity within the public realm.
- (d) Service: Commitment to service to the University, Discipline and/or Profession, and where applicable, the community-at-large.

6.10.7.2 Associate Professor/Senior Lecturer

- (a) Academic Qualifications: The normal criterion will be the terminal degree required in the member's discipline typically an earned doctorate or equivalent qualifications and/or experience, such as professional qualifications or

designations in fields where doctorates are not normally available, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline.

- (b) Teaching or Professional Role: Evidence of exceeding the required performance standard in teaching or in professional role.
- (c) Scholarship: Evidence of consistent accomplishment in the discipline, to be demonstrated by Scholarly Activity which is supported by internal and external recognition of the member's work.
- (d) Service: Evidence of consistent contribution to the University, Discipline and/or Profession and where applicable the community-at-large.
- (e) Normally five (5) years of successful performance at the rank of Assistant.

6.10.7.3 Professor/Principal Lecturer

- (a) Academic Qualifications: The normal criterion will be the terminal degree required in the member's discipline typically an earned doctorate or equivalent qualifications and/or experience, such as professional qualifications or designations in fields where doctorates are not normally available, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline.
- (b) Teaching or Professional Role: Evidence of outstanding performance in teaching or in professional role.
- (c) Scholarship: Evidence of sustained success in the dissemination of Scholarly Activity which is supported by internal and external recognition of the member's work.
- (d) Service: Evidence of outstanding contribution to the University, Discipline and/or Profession and where applicable the community-at-large.
- (e) Normally five (5) years of successful performance at the rank of Associate.

ARTICLE 6 – APPENDIX 1

Lists of activities which might be used to demonstrate the required level of competence in teaching are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to academic designation, tenure or promotion but reflect activities which members perform in carrying out their normal Responsibilities as required in Article 10.

(a) Teaching Activities

- Course work (course outlines, manuals, etc.)
- Course coordination
- Course revisions
- New course development and design
- Preparation of laboratory and course material
- Supervision of advanced and graduate students, honours and graduate theses, practical internships, field work, and co-op programs
- Classroom teaching
- Laboratory and studio teaching
- Continuing and Distance Education teaching
- Teaching innovations
- Development of teaching aids
- Academic counselling
- Guest lecturing
- Participation in peer seminars and colloquia

(b) Teaching Activity Assessment

Members will present evidence of their teaching activities as part of their dossier as described in Article 6 – Appendix I (iii). Where the evidence relates to classroom performance, it should be based on direct observation by students, peers and/or academic administrators through a formal course evaluation as in Article 7.

(c) Teaching Dossier

Must include:

- (i) List of courses taught, including the course number and title, credit value, and enrolment;
- (ii) The outline for each course listed above;

- (iii) List of individual student projects supervised, if any (e.g. honours theses or similar individually-supervised projects, master's theses), whether completed or in progress, and the nature of the faculty member's involvement (principal advisor, second reader, external examiner, etc.) at the University or elsewhere;
- (iv) The student teaching evaluations in the member's personnel file by the University under Article 7 shall be considered as part of the Teaching Dossier. A Member may wish to place additional copies of the teaching evaluations in the Dossier, but there is no requirement to do so.

Items that may be included:

- (i) In addition to the course outlines provided above, instructions for assignments, reading lists, final examinations, or other course-related materials, and information about the programs of study of students enrolled in the courses;
- (ii) Course evaluations conducted by the Member; any comments the Member may wish to make about these evaluations, or about the University teaching evaluations under item (iv) above;
- (iii) Information from students, including informal student evaluations, letters, and testimonials;
- (iv) A statement of the Member's pedagogical goals and objectives;
- (v) A statement of the Member's involvement in professional development in the pedagogical area. Here one might describe steps taken to improve one's own teaching, such as:
 - participating in seminars, workshops, or professional meetings concerned with the improvement of teaching;
 - publishing articles, commentaries or reviews related to teaching;
 - receiving instructional development grants;
 - attempting instructional innovations and evaluating their effectiveness;
 - evidence of special assistance given to colleagues in the area of improvement of teaching (e.g. through a Mentorship program), or activities connected with the training and orientation of teaching assistant.;

- (vi) Description of duties connected with the coordination of multi-sectioned, sequenced, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;
- (vii) Evidence of contribution to course, program, or general curriculum development. Here one might list membership on committees concerned with teaching or curriculum matters, and describe one's involvement in the design of new courses, development of new programs, etc.;
- (viii) Information on a member's contribution to the academic and cultural life of students in addition to activities normally associated with course instruction or research supervision (e.g., assistance with student clubs, with special events, with student conferences and exchanges, or with off campus trips, etc.);
- (ix) Evidence of outstanding achievement by one's students (for example, bibliographical information pertaining to publications by students on course-related work);
- (x) Description of honours received as a result of teaching excellence (e.g. the awarding of or nomination for distinguished teaching awards at the university, provincial, or national level, invitations to teach for outside agencies or to act as advisor for development of educational programs);
- (xi) Description of activities concerned with high school liaison;
- (xii) Other material that the Member deems relevant.

ARTICLE 7 – PERFORMANCE REVIEW

7.1 Review of a Member's Performance

- 7.1.1 The University shall review the performance of Members to provide an assessment of performance to recognize the Member's achievements and to identify areas in need of development in the Member's teaching/professional role, scholarship and service responsibilities, for those in a tripartite appointment; and teaching/professional role and service responsibilities for Members with a bipartite appointment; taking into account the Member's workload, the workload standard in the Member's department or discipline, and the Member's career stage.
- 7.1.2 The performance review does not preclude assessments required by the other provisions of this Agreement. All assessments and evaluations of a Member's performance shall be in accordance with the regulations below or with other provisions in this Agreement.
- 7.1.3 Member's performance is reviewed, subject to the following:
- (a) an Annual Performance Professional Activity Report (APAR) which is used for formative purposes;
 - (b) a Performance Review Committee (PRC), which is formed for summative evaluations in the following instances;
 - (i) individual Member request;
 - (ii) required review or renewal of a tenure-track contract, as required by Article 5.2.2.3;
 - (iii) Dean/Director direct request, where factual evidence exists of unsatisfactory performance. The Dean/Director must provide a written statement to the PRC providing evidence supporting the request for a review;
 - (iv) initial Sessional appointment to establish right of 1st refusal as per Article 5.2.5.2;
 - (v) final year of Limited Term Contract appointment to establish right of 1st refusal as per Article 5.2.4.2.
- 7.1.4 The appropriate Chair and Dean/Director shall meet and consult during the first two weeks of the semester or contract to determine which Members' performance is to be reviewed according to Article

7.1.3. The name of the Member(s) identified for Summative Performance review shall be forwarded to the chair of the PRC.

7.1.5 A “Notice of Summative Performance Review” as approved by the parties, shall be available from the Faculty/School. The chair of the PRC shall send a copy of the “Notice of Summative Performance Review” to the Member whose performance is to be reviewed no later than the third week of the semester in which the review is to begin.

7.2 Member’s Annual Professional Activity Report (APAR)

7.2.1 Each Tenured, Tenure-track and Limited Term Contract Member shall submit an Annual Professional Activity Report to her/his Chair and Dean/Director no later than September 30th of the year following the academic year to be evaluated.

7.2.2 The APAR shall be completed on standardized forms which are proposed by the Member’s Faculty/School/Division and approved by the Parties and may include additional material provided by the Member.

(a) For Members with a tripartite appointment, the form shall include, where applicable:

- (i) teaching/professional role responsibilities, including undergraduate and graduate courses taught and supervision of undergraduate research projects and graduate theses;
- (ii) evidence of public dissemination of scholarship;
- (iii) conference papers and/or artistic performance or exhibits presented;
- (iv) research, creative and other scholarly work in progress;
- (v) research grants and contracts currently held, awarded or applied for, name of granting body, research title, amounts and term awarded;
- (vi) awards and honours received;
- (vii) service responsibilities including Department, Faculty, School, Division and university-wide activities;

- (viii) external contributions to the Member's profession;
and
 - (ix) description of major external activities.
- (b) For Members with a bipartite appointment, the form shall include, where applicable:
 - (i) teaching/professional role responsibilities, including undergraduate courses taught and supervision of undergraduate research projects;
 - (ii) internal and external activities related to teaching including mentorship, supervision of undergraduate and graduate teaching and lab assistants, and liaison with high schools;
 - (iii) professional development;
 - (iv) awards and honours received;
 - (v) service responsibilities including Department, Faculty, School, Division and university-wide activities;
 - (vi) external contributions to the Member's profession;
and
 - (vii) description of major external activities.

7.2.3 The APAR must contain sufficient detail of the Member's activities and their outcomes to enable the Chair and the Dean/Director to review the Member's performance and to provide the Member with appropriate guidance to improve his/her performance. Such review must be received no later than December 31st.

7.3 Performance Review Committee

7.3.1 In each Department, a Departmental Performance Review Committee (PRC) shall be formed consisting of: a minimum of three elected members; one Faculty Association representative (non-voting); and the Chair (non-voting). Both genders shall be included wherever possible. At least one member of the committee must be representative of the appointment type (ie. bipartite or tripartite) of the member(s) being evaluated. If a representative from one of the appointment types is not

available, then the committee shall choose such a representative from a cognate Department.

- 7.3.2 The performance of a Member shall not be reviewed by anyone with a real or apparent conflict of interest.
- 7.3.3 Normally, the elected members shall be tenured members of that Department. The Chair shall normally act as chair of the PRC.
- 7.3.4 In the case of Departments having fewer than nine tenured Faculty members, one or more cognate Departments may be combined to form a PRC according to Article 7.3.1. In multi-Department PRC's, each Department Chair shall be a non-voting member, who may rotate chairing the Committee.
- 7.3.5 When a Chair or any other members of the PRC is to be evaluated by the PRC, the Department shall elect an alternate member to the Committee to consider the performance reviews of those individuals.
- 7.3.6 When a Chair is to be evaluated by the PRC, the members of the Committee [see: Article 7.3.4 above] shall elect from among their own members a chair for the consideration of this case.

7.3.7 Review Process

- 7.3.7.1 The PRC shall review the Member's performance in his/her teaching/professional role, scholarship and service (tripartite), teaching/professional role and service (bipartite) in the academic year under review (July 1st – June 30th) and shall prepare an assessment of the Member's performance. In the case of sessional faculty, the PRC shall review the member's performance in the teaching/professional role during his/her Sessional contract.
- 7.3.7.2 The summative performance review for each Member shall be based on:
 - (a) the relevant exhibits and items listed in the Member's Annual Professional Activity Report per Article 7.2; and

- (b)
 - (i) evaluation of Member's performance in teaching, where applicable, for the academic year under review, as evidenced by student questionnaires [new instruments and procedures to be developed based upon department requirements]; and
 - (ii) class room visitation and assessment by colleague;
- (c)
 - (i) evaluation of Member's performance in professional role, where applicable, for the academic year under review, as evidenced by instruments and procedures developed based upon departmental requirements [new instruments and procedures to be developed based upon department requirements]; and
 - (ii) peer assessment by colleague(s);
- (d) evaluation of Member's performance in scholarship, where applicable, for the academic year under review;
- (e) evaluation of Member's performance in Service role, where applicable, for the academic year under review;
- (f) any other evidence that may be relevant.

7.3.7.3 In the case of a Dean/Director's request for a review as per Article 7.1.3(b)(iii), a decision by the PRC not to review a Member's performance, based on the written evidence submitted by the Dean/Director, will be communicated in writing to the Dean/Director.

7.3.7.4 When a review is to be conducted, the PRC shall refer to Article 6.10.5 and Article 6–Appendix I, for guidelines on the assessment of teaching/professional roles. Consideration shall be given, but not limited to, the following:

- (a) individual consideration of each Member's case;
- (b) comparative consideration of the assessment of all Members in the Department(s) or discipline area;
- (c) the Member's assigned workload in the Department/Discipline;
- (d) the appropriateness of the facilities and resources available for the Member's teaching and scholarship; and
- (e) normally increasing expectations of performance as a Member progresses from rank to rank.

7.3.7.5 The member shall be given an opportunity to meet with the PRC before the review is completed. The candidate shall withdraw at the completion of the meeting and the committee shall consider its recommendation in camera.

7.3.7.6 Upon completion of the review, the PRC shall recommend one of the following:

- (a) the Member's performance has met the required standard; or
- (b) the Member's performance has not met the required standard.

7.3.7.7 A standard template entitled "Summative Evaluation of Faculty Member Report" as approved by the parties, shall be available from the Faculty/School. The PRC, using the standard template, shall send a Review report to the Dean/Director with its recommendation, including a written statement of reasons for that recommendation. If the PRC recommends that the Member's performance has been unsatisfactory, the review report shall include:

- (a) the specific areas of the Member's performance in need of development in the year under review; and
- (b) recommendations for improving performance.

7.3.7.8 The Dean/Director shall notify the Member and Faculty Association of his/her determination of the Member's performance, along with a copy of the PRC Review Report.

7.3.7.9 If the Member's performance has been determined to be unsatisfactory, the Dean/Director and Member shall meet to discuss and jointly develop an action plan, which will include institutional support that may be offered to the Member. The Dean/Director shall

inform the Member that the PRC will again review the Member's performance at the conclusion of the following academic year.

7.4 Chair Performance Review

7.4.1 The review system for Chairs, completed by the Department, is primarily formative and conducted in the second year of the Chair's three (3) year term. The purpose of the formative review is to encourage ongoing professional development in pursuit of excellence.

7.4.2 The Department shall provide the Dean, a review report, written and objectively supported, on the Chair's performance on or before November 15.

7.4.3 The Dean shall meet annually with each Chair to review his/her performance and, in consultation with the Chair, to set the Chair's key duties and responsibilities for the next academic year. At least five (5) working days before the meeting with the Dean, the Chair shall submit to the Dean his/her Annual Professional Activity Report.

7.4.4 Performance problems should be dealt with immediately as they are identified and the review report and relevant documentation shall be shared with the Chair by his/her department.

7.5 Program Coordinator Review

7.5.1 The review system for Program Coordinators, completed by members of the program area, is primarily formative and conducted in the second year of the Program Coordinator's three-year term. The purpose of the formative review is to encourage ongoing professional development in pursuit of excellence.

7.5.2 Members of the program area, shall provide the Dean, a review report, written and objectively supported, on the Program Coordinator's performance on or before November 15.

7.5.3 The Dean shall meet annually with each Program Coordinator to review his/her performance and, in consultation with the Program Coordinator to set the Program Coordinator's key duties and responsibilities for the next academic year. At least five (5) working

days before the meeting with the Dean, the Program Coordinator shall submit to the Dean his/her Annual Professional Activity Report.

- 7.5.4 Performance problems should be dealt with immediately as they are identified and the review report and relevant documentation shall be shared with the Program Coordinator by his/her program area.

ARTICLE 8- PROGRESSIVE DISCIPLINE, SUSPENSION AND DISMISSAL

8.1 Right to Have Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee and the Union of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

8.2 Progressive Discipline

8.2.1 Progressive discipline steps shall be initiated for inappropriate conduct as warranted. Such discipline would normally begin with verbal warning(s), then progress to a written warning, then progress to suspension (if applicable) and finally to dismissal, as the situation may warrant.

8.3 Suspension

8.3.1 An employee may be suspended for just and reasonable cause. If such a suspension is grieved, the grievance would commence at Step 2 of Article 4.6.

8.4 Dismissal

8.4.1 An employee under appointment can be dismissed for just and reasonable cause.

8.4.2 When satisfied that just cause for dismissal exists, the President shall provide the employee immediately with a written statement of cause.

- 8.4.3 Within twenty-eight (28) working days after the initial presentation of a written statement of cause, the employee whose dismissal is sought may institute a grievance procedure at Step 2 of Article 4.6 as described in this Agreement.

ARTICLE 9 - PROTECTION OF EMPLOYEES

9.1 No Discrimination

- 9.1.1 Thompson Rivers University and the Faculty Association agree that just and reasonable conduct among and between its members is a mutually desired goal. If an employee or administrator has been subjected to discriminatory or malicious actions, this matter can be dealt with through the process of progressive discipline by Thompson Rivers University, or the grievance procedure by the Faculty Association.
- 9.1.2 The University and the Association recognize the right of employees to work in, and students to study in, an environment free from discrimination or coercion.
- 9.1.3 The University, except in instances where there is a bona fide occupational requirement, shall not refuse to employ, continue to employ, advance, or dismiss a person, nor shall it discriminate against, or coerce that person in respect of employment or condition of employment on the basis of: race, colour, ancestry or place of origin, political belief, religion, age, mental or physical disability, gender, marital status, sexual orientation, membership or activity in the Association, or conviction for a criminal or summary charge that is unrelated to employment.
- 9.1.4 The foregoing shall not be interpreted as prohibiting the Parties from entering into an employment equity program.
- 9.1.5 For the purposes of this Article, age means age as defined under the B.C. Human Rights Act.
- 9.1.6 To protect and guarantee the integrity of the students' personal liberties and beliefs, no employee shall impose upon any students a particular creed, tenet, belief, dogma or any other matter related to political, religious, social, cultural, ethnic or any other circumstance.

9.2 Harassment

9.2.1 Statement of Commitment

The University promotes teaching, scholarship and research and the free and critical discussion of ideas.

The Parties are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The University has a responsibility under BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The University will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

9.2.2 Definitions

9.2.2.1 Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

9.2.2.2 Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment

9.2.2.3 Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered harassment - may also constitute harassment.

9.2.2.3.1 Examples of personal harassment that are not acceptable include:

- discriminatory behaviour in violation of human rights legislation
- physical threats, abuse, assault, intimidation
- verbal abuse
- displays of pornographic, and/or racist pictures, photographs, literature not related to an appropriate academic context of creating awareness of such materials

9.2.3 Procedures

9.2.3.1 Mediation

When a complaint is received by the University involving an individual covered by this collective agreement, the local Parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) the local Parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process will be referred to the LRB when students are not involved or a local mediator agreed to by the parties;
- (c) the mediation process and resolution will be kept strictly confidential by all participants;
- (d) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (e) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

9.2.3.2 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to a local investigator agreed upon by the Parties. When no acceptable local investigator can be found, an investigator from the following list shall be selected:

Jean Greatbatch
John Steeves

An investigator will be appointed within ten (10) working days of referral.

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the University and forwarded to the Investigator with a copy sent to the Faculty Association.

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

9.2.3.3 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the Parties. It is the responsibility of the University to forward a copy of the report to the complainant and the alleged harasser. The University will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials or code. However, a key will be provided to the Parties for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the Parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) **Reliance on Report of Third Party Investigator**
Despite Article 9.2.3.3(d), the University is entitled to rely on the fact of mediation or the report of a Third Party Investigator as evidence that may mitigate liability in a proceeding that follows receipt of the Third Party Investigator's report.
The University is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third Party investigator's report where the issue of good faith is raised by a grievor or the union.
- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within ten (10) days of appointment and will render a report within a further five days. These timelines may be extended if

deemed appropriate by the local Parties. If requested by the investigator, the University will provide meeting space and contact information about persons to be interviewed.

- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

9.2.4 Findings

9.2.4.1 The University will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local Parties.

9.2.4.2 The determination will:

- (a) state the action(s), if any, to be taken or required by the University.
- (b) include, where appropriate, a statement of exoneration.

9.2.5 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the Parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

9.2.5.1 The above noted procedure does not restrict:

- (a) The University's right to take disciplinary action;
- (b) The Faculty Association's right to grieve such disciplinary action or to grieve an alleged violation of this article.

9.2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

9.2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

- 9.2.7** Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding. The Parties will meet as necessary to facilitate the administration and other aspects of the application of this article including issues arising under Article 9.2.8 below.

9.2.8 Relation to Other Agreements

Where a complaint under Article 9.2 involves individuals who are covered by another collective agreement the Parties will meet to clarify and agree upon a procedure.

9.3 Technological Change

- 9.3.1** Should the University intend to introduce a technological change which might result in displacement or reduction of employees, the University will give the Union and the affected employees at least three (3) months notice in writing.

- 9.3.1.1** Employees in positions affected by technological change shall be provided with opportunities for retraining to qualify for positions within the University.

- 9.3.1.1.1** The extent and nature of the retraining will be determined by a committee composed of the Provost & Vice-President Academic, the relevant Dean or Director, Department Chair, the Chief Steward and the employee.

- 9.3.2** If an employee displaced by technological change is qualified and suitable for another available position within the University, he/she shall be given the opportunity to fill the position.

- 9.3.3** No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

9.4 Copyright and Intellectual Property

9.4.1 Employees shall be entitled to copyright protection as provided by statute.

9.4.2 Copyright Ownership

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

- (a) belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 9.4.2(b) below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and
- (b) belongs to the University where one or more employees:
 - (i) have been hired or agrees to create and produce copyrightable work product for the university, or
 - (ii) are given release time from usual duties to create and produce copyrightable work product, or
 - (iii) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

9.4.3 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to Article 9.4.2(a), the University shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The University may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

9.4.4 Employee Rights to Materials Copyrighted by the Employer

Where the University holds the copyright pursuant to Article 9.4.2(b), the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may

amend and update the copyrighted material with the approval of the University. Such approval will not be unreasonably withheld.

- 9.4.5 Where either the University or employee recognizes commercial potential for work which is University copyrighted, this interest must be declared and a joint business plan developed in consultation with the employee, the relevant department Chair and Dean. Both the University and the employee agree to share profits equally after respective costs have been reimbursed.

9.5 Indemnification

- 9.5.1 TRU agrees that every employee of TRU shall be deemed to have assumed employment with the express understanding that every employee of TRU or the heirs, executors and administrators and estate and effects of every employee, shall from time to time and at all time, be indemnified and saved harmless out of the funds of TRU from and against:

- (a) All costs, charges and expenses whatsoever sustained or incurred by every employee of TRU in or about any action, suit or proceeding which is brought, commenced or prosecuted against such employee for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by that employee of TRU, in or about the execution of duties performed by that individual as an employee of TRU.
- (b) All other costs, charges and expenses sustained or incurred in or about or in relation to the affairs thereof: except such costs, charges or expenses, as are occasioned by an employee of TRU by his or her own wilful neglect or default.

9.6 Academic Freedom

The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities and colleges is essential to both these purposes in the teaching function of the institution as well as in its scholarship and research. Members of the Faculty Association shall not be hindered or impeded in any way by the institution or the Faculty Association from exercising their legal rights as citizens, nor shall they suffer

any penalties because of the exercise of such legal rights. The Parties agree that they will not infringe or abridge the academic freedom of any members of the academic community. Academic members of the community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize the institution and the faculty association, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising the freedom to comment and to criticize, academic staff members have a corresponding obligation to use academic freedom in a responsible manner by recognizing the rights of other members of the academic community, and by affirming the rights of others to hold differing points of view.

9.7 Personnel Records

- 9.7.1 All employees shall have access to their personnel file.
- 9.7.2 No information relating to an employee's performance shall be placed in his/her file unless a copy has been furnished to the employee.
- 9.7.3 A disciplinary letter or letter of reprimand shall be purged from an employee's file after two (2) years provided that no further disciplinary letters or letters of reprimand have been placed in the file.

9.8 Additional Limitation on Contracting Out

In addition to, and without limiting, any provision in the TRUFA collective agreement, the University will not contract out:

- (a) any work presently performed by the employees covered by a 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 bargaining unit employees.

ARTICLE 10 – WORKLOAD

10.1 Days and Hours of Work

10.1.1 For Teaching members the work week will be Monday through Friday, unless an arrangement is made that is mutually acceptable to the member, the department Chair and the appropriate Dean. During the examination period, work may be assigned on the weekend for examination purposes.

10.1.2 Members are entitled to a minimum twelve (12) hour break between workdays, unless a suitable alternate arrangement can be made between the member and the department chair.

10.1.3 For Laboratory Faculty/Instructional Assistants the normal work week is 35 hours per week.

10.1.4 For Instructional Support Members the normal work week shall be 35 hours per week.

10.2 Academic Duties and Responsibilities

10.2.1 The academic duties and responsibilities of members are related to their involvement in an appropriate combination of:

- (a)teaching/professional role; and
- (b)scholarship; and
- (c)service

10.2.1.1 The responsibilities of members with a tripartite workload shall include a combination of [a] teaching/professional role; [b] service; and [c] scholarship.

10.2.1.2 The responsibilities of members with a bipartite workload shall include a combination of [a] teaching/professional role and [b] service.

10.2.1.3 The exact distribution of these responsibilities may vary among disciplines and may vary among individuals. Without minimizing the importance of service, for members with a tripartite workload the principal duties will be teaching/professional role and scholarship,

and for members with a bipartite workload it will be teaching/professional role.

10.2.2 Members with a tripartite workload shall be entitled to and expected to devote a reasonable proportion of time to scholarship as defined in Article 6.10.5.3. In carrying out these activities, members are expected to adhere to institutional ethics policies and to meet the recognized ethical standards of the national granting councils, including ethical guidelines for work with animal or human subjects.

10.2.2.1 In their scholarly work, members with a scholarship focus are expected to carry out the research in the spirit of an honest search for knowledge, and to base findings upon a critical appraisal and interpretation according to scientific, scholarly and/or creative principles appropriate to the particular discipline or area. It is also the responsibility of the members to make the results of such work accessible to the scholarly community external to the University and to the general public through publication, conference presentations, public performances, and/or other appropriate means.

10.2.2.2 Members shall, in their published professional or scholarly work, indicate their affiliation with Thompson Rivers University and properly attribute significant contributions of others.

10.2.3 Each Member shall be entitled to and expected to devote a reasonable proportion of time to service as defined in Article 6.10.5.4.

10.3 Assignment of Duties and Responsibilities

10.3.1 Within each Department the duties and responsibilities of members shall be equitably distributed to achieve the academic objectives and mandate of the Department.

10.3.1.1 Members may be assigned to work in more than one functional area. Such members shall be considered to have a full workload when the work performed in each of the functional areas, as a proportion of a full workload for that area as indicated in Article 10, when summed equals 1.0.

10.3.1.2 All Tenure-Track, Tenured and Limited Term Contract members shall be assigned work before any Continuing Sessional member.

10.3.1.2.1 Any Tenure-Track and Tenured part-time member shall be entitled to additional workload to 100% before any Continuing Sessional or Sessional member.

10.3.1.3 Continuing Sessional members shall be assigned work in his/her department or academic unit to the level of his/her appointment before any Sessional members receive work.

10.3.1.4 Continuing Sessional members shall be entitled to additional work for which he/she is qualified before any Sessional member.

10.3.1.4.1 This entitlement shall not extend beyond a full-time workload during the contract period. In addition, this entitlement must not conflict with the departmental workload plan.

10.3.2 Teaching Members

10.3.2.1 Teaching Members are obligated to develop and maintain their professional competence and effectiveness as teachers, and to perform the teaching duties allocated under the procedures outlined in Article 10.3.2.2. In addition to the teaching duties assigned, each Teaching Member shall have the following responsibilities, if applicable:

- (a) The preparation of, and reasonable adherence to, academic course outlines;
- (b) Availability for student consultations, including the posting of reasonable office hours;
- (c) Student evaluation and testing;
- (d) Student placement;
- (e) Submission of grades as required by departmental or program practice and the requirements of Senate;
- (f) Evaluation procedures as determined by this collective agreement
- (g) Meeting with scheduled tutorial, seminar, laboratory, and lecture groups as specified in course syllabuses, except for reasonable change upon due notice where possible.
- (h) Course preparation and revisions.

- 10.3.2.2 A Teaching Member's teaching assignment shall be assigned by the Chair following consultation with the Teaching Members of the department or academic unit, and using a collegial process, which may include, if applicable, the department or academic unit establishing a workload committee. Such teaching assignments shall be subject to the approval of the Dean.
- 10.3.2.3 Each department or academic unit shall produce a rolling three year workload plan that includes recommendations for course and program registrant limits, along with any new positions required. By October 1 of each academic year the Chair, in accordance with Article 10.3.2.2 and the department's or academic unit's rolling three-year workload plan, shall submit to the Dean for approval a proposal for the workload assignment and teaching schedule of each Teaching Member for the next academic year. If the Dean does not approve the workload assignment, teaching schedule and/or course and program registrant limits as submitted, the Dean shall return the workload assignment, teaching schedule and/or course and program registrant limits to the appropriate Chair with written rationale for such denial.
- 10.3.2.4 Following the approval of the Dean, the Chair shall, by November 1 of each academic year, inform each Teaching Member in writing the details of his/her teaching assignment for the next academic year. Any change in a Teaching Member's teaching assignment after November 1 shall take place only when a significant change in the circumstances occurs, in accordance with Article 10.3.2.2, and in consultation with the Teaching Member.
- 10.3.2.5 Within five (5) working days of November 1, the University will make all teaching assignments publicly available by posting complete teaching assignments on the University web site.
- 10.3.2.6 The Parties recognize that multiple factors must be considered when creating equitable teaching assignments. The Chair, when determining the Teaching Member's teaching assignment, shall take into account relevant factors including but not limited to the following:
- (a) the academic objectives and mandate of the Department;
 - (b) number of separate courses taught by each Teaching Member;

- (c) number of scheduled contact hours per course;
- (d) number of hours of preparation, grading and administration per course;
- (e) expected student enrolment in each class, and the total number of students in a Teaching Member's classes;
- (f) number of hours of student consultation per course;
- (g) level of each course;
- (h) type of each course;
- (i) assignment of markers or instructional assistants;
- (j) preparation for a course not taught by the Teaching Member within the last three (3) years;
- (k) amount of field, clinical, practicum, shop, and studio supervision of undergraduate and graduate students;
- (l) responsibility for laboratory or tutorial sessions;
- (m) location of the teaching assignment;
- (n) course sharing;
- (o) other special factors
- (p) PLAR

10.3.2.7 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Teaching Members as identified in Articles 10.3.3 and 10.3.4 shall be reduced by one (1) 3-credit course per year or equivalent during the first year of their initial tenure-track appointment.

10.3.2.8 All Teaching members are required to carry an assigned class/course load for two (2) four-month semesters in every academic year.

10.3.2.9 A Member may spread the teaching assignment as provided for in Articles 10.3.3, 10.3.4, and 10.3.5, over a twelve (12) month period. Such annualization of workload shall occur only when the member, Department Chair and appropriate Dean agree in writing to such an arrangement. In the absence of such agreement the teaching assignment will be as provided for in Articles 10.3.3, 10.3.4, and 10.3.5.

10.3.2.10 Each Department shall establish the weighting given to the relevant factors in Article 10.3.2.6. The weighting given to the relevant factors must be recommended by a majority of the members of the Department and approved by the Dean.

- 10.3.2.10.1 The Chair of the Department shall submit to the Faculty Association the credit given to relevant factors in Article 10.3.2.6 by November 1 of each year.
- 10.3.2.11 With agreement of the Member's department or academic-unit, Teaching Members with a tripartite workload performing scholarship beyond that specified in Article 10.2.2 shall receive a reduction in teaching assignment commensurate with the additional scholarship responsibilities for a specified time period. Members holding an external research grant with funds available to pay for sessional replacement shall not be denied such reduction in teaching.
- 10.3.2.11.1 With agreement of the Member's department or academic unit, Teaching Members with a bipartite workload who hold an external grant shall receive a reduction in teaching assignment commensurate with the additional professional development and scholarship responsibilities for a specified time period. Members holding an external grant with funds available to pay for sessional replacement shall not be denied such reduction in teaching.
- 10.3.2.12 With agreement of the Member's department or academic-unit, Teaching Members performing service beyond that specified in Article 10.2.3 shall receive a reduction in teaching assignment commensurate with the additional service responsibilities for a specified time period.
- 10.3.2.13 When curriculum development is not considered part of normal responsibilities as defined in Article 10.3.2.1, the Department, Department Chair and the appropriate Dean shall meet to determine the amount of work required. The Faculty Association shall be provided with information relevant to all curriculum developments under the terms of this Article. All curriculum development opportunities under this Article must be communicated to all department members and assignment will be based on the qualifications of the applicants.
- 10.3.2.14 A Teaching Member shall be entitled to appeal to the Equivalent Workload Committee according to Article 10.5 if s/he believes that her or his allotted teaching assignment in Article 10.3.2.4 is unfair.

10.3.3 Standard Teaching Assignment for Teaching Members in Semesterized Programs

10.3.3.1 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Teaching Members with a tripartite workload teaching only lecture based semesterized courses shall be five (5) 3-credit courses or equivalent, based upon demonstrable evidence, in an academic year. No teaching member shall be required to teach more than three (3) 3-credit courses per semester unless mutually agreeable. The maximum teaching assignment shall be adjusted in accordance with Article 10.3.2.6 for Teaching Members who also teach labs, clinical, practicum, field school, tutorials, studio, and shop.

10.3.3.2 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Teaching Members with a bipartite workload teaching only lecture based semesterized courses shall be eight (8) 3-credit courses or equivalent, based upon demonstrable evidence, in an academic year. No teaching member shall be required to teach more than four (4) 3-credit courses per semester unless mutually agreeable. The maximum teaching assignment shall be adjusted in accordance with Article 10.3.2.6 for Teaching Members who also teach labs, clinical, practicum, field school, tutorials, studio, and shop.

10.3.4 Standard Teaching Assignment for Teaching Members in Non-Semesterized Programs**10.3.4.1 Vocational Trades Members in Non-semesterized Programs**

10.3.4.1.1 The Parties agree to write an LOU that will create a joint committee to recommend a standard teaching assignment for Members with a tripartite appointment in Vocational Trades non-semesterized programs. The committee will submit a report with recommendations to the Parties no later than December 30, 2007.

10.3.4.1.2 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Members with a bipartite workload teaching non-semesterized courses in Trades programs shall

be 25 hours per week for 34 weeks with the daily teaching assignment not to exceed five (5) hours.

10.3.4.2 Vocational Non-Trades Members

10.3.4.2.1 The Parties agree to write an LOU that will create a joint committee to recommend a standard teaching assignment for Members with a tripartite appointment in Vocational Non-Trades programs. The committee will submit a report with recommendations to the Parties no later than December 30, 2007.

10.3.4.2.2 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Members with a bipartite workload teaching courses in Vocational Non-Trades programs shall be 20 hours per week for 32 weeks.

10.3.5 Standard Workload of Laboratory Faculty/Instructional Assistant Members

See Letter of Understanding #38.

10.3.6 Standard Workload of Instructional Support Members

10.3.6.1 Librarians' Standard Workload Plan

There is a common definition of professional role and service for both bipartite and tripartite appointments.

Bipartite Librarian Members

The responsibilities of members with a bipartite workload shall be as defined in Articles 10.2.1.2 and 10.2.1.3. Librarians will have on average 25 contact hours per week however contact hours may reach 35 hours per week. These contact hours include but are not limited to face-to-face reference, virtual reference, library instruction classes (including class preparation time), 1-on-1 research consultations (including consultation preparation time), supervisory duties for library support staff, and all related activities.

Tripartite Librarian Members

The responsibilities of members with a tripartite workload shall be as defined in Articles 10.2.1.1, 10.2.1.3, 10.2.2, 10.2.2.1, and 10.2.2.2. Furthermore, it is understood that Librarian's with a tripartite workload shall receive a 1.5 day/week reduction in librarian work assignment.

Article 10.3.2.11 shall apply to all Librarians with Tripartite workloads.

Professional Role:

As information professionals, librarians collect, organize, and disseminate information and materials to the TRU community. They facilitate access and use of a range of library resources in support of teaching, learning, and research. Librarians provide leadership, may serve as coordinators for support staff, and carry out administrative duties in their functional areas of responsibility. They also participate in the planning, development, coordination, delivery, and evaluation of library programs, collections, and services in order to support the mission and goals of TRU and the TRU Library. Professional role may include but are not limited to the following activities:

- Perform reference activities which include but are not limited to face-to-face shifts on the Information Desk, virtual reference activities, and telephone reference services
- Liaise with faculty, support staff, and administrators on activities related to curriculum support, collection development, and uses of information technology resources and library applications of them
- Provide instructional activities such as classes, workshops, online guides/tutorials, and one-on-one research consultations
- Manage the collection and perform collection development activities, which include but are not limited to the assessment, selection, acquisition, and removal of published and unpublished materials, including gifts and donations
- Provide leadership and troubleshooting for one's functional areas and support staff
- Attend meetings or workshops that are part of one's job responsibilities
- Recommend Library standards and protocols in one's own functional areas and participating in the creation of Library

standards and protocols in consultation with the University Library Director and fellow librarians.

- Communicate with vendors and suppliers of services and products
- Make purchasing decisions within budget responsibilities of functional areas
- Compile statistics and creating reports on one's functional areas for the University Library Director, the Librarians Department, professional bodies, and other bodies as required

When professional role activities which are not considered part of normal assigned professional role workload, the Department, Department Chair and the appropriate Director/Dean shall meet to determine the amount of work required. With agreement of the department members, a librarian performing professional role beyond those normally assigned as part of their professional role workload shall receive a reduction in their professional role commensurate with the additional responsibilities for a specified period of time.

The Parties recognize that multiple factors must be considered when creating equitable work assignments. The librarian workload shall be assigned by the Chair in accordance with Article 10.3.2.2 following consultation with the librarians, using a collegial process, and taking into account the relevant factors. Such workload assignments shall be subject to approval by the Library Director. Articles 10.3.2.3 and 10.3.2.4 shall apply to librarians. The factors to be taken into consideration when creating equitable work assignments include:

- Objectives and mandate of the Department and the Library
- Type of professional activities for assigned functional area(s)
- Number of hours of instructional activities including, preparation, instruction, preparation, and evaluation
- Number of hours of scheduled reference activities
- Amount of supervision and support required for support staff and work study students
- Other special factors

Notwithstanding the provisions made for determining the standard workload, it is understood that Librarians shall be assigned a reduced work assignment during the first three (3) months of their initial tenure-track appointment.

Service

The expectation for engaging in service according to Article 10.2.3 shall be accommodated within the 35 hour/wk workload outlined in Article 10.1.4 and this LOU.

Article 10.3.2.12 shall apply to all Librarians with bipartite or tripartite workloads.

10.3.6.2 Counsellors Standard Workload Plan

Counsellors shall have a maximum of 25 contact hours.

There is a common definition of professional role and service for both bipartite and tripartite appointments.

Bipartite Counsellor Members

The responsibilities of members with a bipartite workload shall be as defined in Articles 10.2.1.2 and 10.2.1.3.

Tripartite Counsellor Members

The responsibilities of members with a tripartite workload shall be as defined in Articles 10.2.1.1, 10.2.1.3, 10.2.2, 10.2.2.1, and 10.2.2.2. Furthermore, it is understood that Counsellors with a tripartite workload shall receive 1.5 day/week reduction in counselling work assignment.

Article 10.3.2.11 shall apply to all Counsellors with Tripartite workloads.

Professional Role:

The Parties recognize that multiple factors must be considered when creating equitable work assignments. The counselling work assignment shall be assigned by Chair, as approved by the Dean/Director, in accordance with Article 10.3.2.2, following consultation with the Counsellors, using a collegial process, and taking into account relevant factors. Counsellors in their professional role serve their mission to promote and support the career development, academic success and personal growth of all TRU students. Counsellors:

- a. provide:
 - educational and career planning counselling for current and prospective students
 - academic success counselling for current students
 - individual, short-term personal counselling for current students
 - individual crisis counselling for current students
 - outreach counselling to groups of students
 - consultation to TRU employees regarding student-related issues
- b. develop and deliver a range of counselling-related workshops
- c. consult with on-campus and off-campus resources, programs and services related to student issues and needs
- d. engage in and disseminate the results of scholarly counselling
- e. maintain accurate and confidential records, generate statistics, prepare resources for students, write reports, maintain a referral network and respond to inquiries
- f. may assist TRU in responding to critical incidents, as needed

Notwithstanding the provisions made for determining the standard workload, it is understood that Counsellors shall be assigned a reduced work assignment during the first three (3) months of their initial tenure-track appointment.

Service

The expectation for engaging in service according to Article 10.2.3 shall be accommodated within the 35 hour/wk workload outlined in Article 10.1.4 and this LOU.

Article 10.3.2.12 shall apply to all Counsellors with bipartite or tripartite workloads.

10.3.6.3 Other Instructional Support

The Parties agree to write an LOU that will create a joint committee to identify the factors that need to be taken into account in developing a standard workload for all other Instructional Support members in bipartite and tripartite appointments. The committee will submit a report with recommendations to the Parties no later than December 30, 2007.

10.3.7 Off-Campus Assignments

- 10.3.7.1 Members may, as part of their regular workload, have to perform duties outside their assigned location. Members required to perform duties outside their assigned location shall receive approved expenses.
- 10.3.7.2 For laboratory faculty/instructional assistants and instructional support members who perform duties outside their assigned location, travel time shall be fully credited as part of workload.
- 10.3.7.3 Members temporarily required to relocate to a location outside of their assigned location shall receive all approved expenses.

10.3.8 Laboratory Faculty/Instructional Assistants Blended Workload Position

- 10.3.8.1 If a laboratory faculty/instructional assistant has appropriate qualifications, he/she may be given a teaching assignment with sole responsibility for the course. Sole responsibility means that the laboratory faculty/instructional assistant assumes responsibility for the course content, instructional delivery and the evaluation of the students.
- 10.3.8.2 Where a laboratory faculty/instructional assistant has a teaching assignment (as per Article 10.3.8.1) as part of his/her workload, the workload will be calculated as follows: The instructional component will be calculated as a portion of a member's instructional workload for that area; the remaining portion will be at the prorated laboratory faculty's/ instructional assistant's normal workload.
- 10.3.8.3 Where a laboratory faculty/instructional assistant has a teaching assignment (as per Article 10.3.8.1) as part of his/her workload, his/her salary shall be the greater of his/her current placement on the laboratory faculty/instructional assistant scale or the blended salary which would be a combination of his/her placement as per Article 11 and his/her current placement on the laboratory faculty/instructional assistant scale proportional to workload blend as outlined in Article 10.3.8.2. Such a blended salary shall be averaged and payable for the full year.

10.3.9 Chair Teaching Assignment

- 10.3.9.1 All Department Chairs shall have their workload reduced in proportion to the time required to perform the duties of chair, as determined by the Department and the relevant Dean or Director.
- 10.3.9.2 All Chairs shall normally be required to carry a minimum teaching assignment of one (1) course per term or equivalent Instructional Support workload according to Article 10 during the instructional year.

10.3.10 Program Coordinators Workload

- 10.3.10.1 All Program Coordinators shall have their workload reduced in proportion to the time they spend in a coordinating capacity, as determined by the Chair and the relevant Dean or Director.
- 10.3.10.2 All Program Coordinators shall be required to carry a minimum teaching assignment of one (1) course per term or equivalent instructional support workload according to Article 10 during the instructional year.

10.4 Overloads/Overtime

- 10.4.1 Before assigning overload, the Chair must have approval from the Dean and the VP Academic.

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- 10.4.2 Should the Dean and the Chair request that a Member be assigned work exceeding the standards specified in Articles 10.3.3, 10.3.4, and 10.3.6 in the fall or winter semester and the member agrees, the member shall be offered:
- (a) payment in the amount of one-tenth (1/10) of the ceiling for Assistant Professor/Lecturer (TS-12) for each 3-credit course or equivalent. This shall be pro-rated for courses greater or lesser than 3-credits or equivalent, OR

- (b) a reduction of workload in the next year that is commensurate with the amount of the overload.

10.4.3 For laboratory faculty/instructional assistants, when an overload is required and approved by the relevant Dean or Director, it shall be paid for at the rate of 1.5 times the normal hourly rate paid to the laboratory faculty/instructional assistant.

10.4.4 A member in the Animal Health Technology Program will be given a stipend of \$125 for each weekend that he/she is required to supervise students and treat animals.

10.4.5 The Faculty Association shall be notified by the Chair, in writing, of all such overload agreements.

10.5 Equivalent Workload Committee

10.5.1 When a member believes that her or his workload assignment is inequitable, the member shall submit in writing, no later than ten (10) working days after November 1, the nature of the alleged inequity and options for resolution to the Equivalent Workload Committee.

10.5.2 The Equivalent Workload Committee shall consist of five (5) members elected by the Faculty Association. The Committee shall name its own voting chair.

10.5.3 The Committee shall utilize the following evidence in making a decision:

- (a) Standard load of the area according to Articles 10.3.3, 10.3.4, 10.3.5 or 10.3.6
- (b) Departmental three (3) year workload plan according to Article 10.3.2.3
- (c) Departmental credit given for relevant factors according to Article 10.3.2.6 or as established in the relevant LOU.
- (d) Workload assignment of all members of the Department
- (e) Appellant's assigned workload
- (f) Appellant's written statement of the alleged inequity as in Article 10.5.1

- (g) Chair's written statement in response to the alleged inequity of the appellant.

10.5.4 Within twenty (20) working days the Committee shall decide to uphold or deny the appeal.

10.5.5 If the Committee upholds the appeal, the Equivalent Workload Committee shall notify the member and the Department Chair and the Dean. With the approval of the Dean, the department shall make the necessary adjustments in workload assignments to resolve the inequity by January 10.

10.6 Job Sharing/Reduced Workload Arrangements

10.6.1 The University may, without prejudice, allow members to engage in an employment arrangement known as job sharing/reduced workload.

10.6.2 A member engaged in a job sharing/reduced workload arrangement shall qualify for prorated benefits flowing from the Collective Agreement, subject to the conditions of Article 10.6.

10.6.3 A request to engage in a job sharing/reduced workload arrangement shall be made in writing to the relevant Dean or Director, who will recommend/not recommend the request based upon program requirements and the availability of a qualified replacement member. The replacement may be a part-time member or a full-time member from the same program area who voluntarily wishes to undertake job sharing.

10.6.4 Job sharing/reduced workload arrangements are subject to approval by the President and shall be for a period of up to one (1) year. An arrangement may be renewed subject to agreement by all Parties.

10.6.5 A member engaged in a job sharing/reduced workload arrangement shall be paid at a prorated rate based on his/her normal full-time placement on the salary schedule.

10.6.6 A job sharing/reduced workload arrangement of less than eighty percent (80%) of a normal workload will reduce the benefits in the Collective Agreement as follows:

10.6.6.1 Seniority will be earned at a rate equal to the actual workload.

10.6.6.2 Vacation entitlement will be at the normal rate for a member. Pay for scheduled vacation will be prorated at a rate equal to actual workload.

10.6.6.3 Increments normally processed on August 1st will be delayed until the equivalent of eight (8) full-time months has elapsed. A member may apply to the President if he/she feels that the job sharing/reduced workload arrangement has enabled him/her to engage in activities that warrant receiving an increment at the normal time.

10.6.7 A member engaged in a job sharing/reduced workload arrangement shall be responsible for any additional costs incurred to maintain his/her existing level of coverage for health benefits. No additional costs shall be assumed by the University in this regard.

10.7 Cross-Functional Appointments

10.7.1 A cross-functional appointment is defined as when a member is assigned to a workload in more than one department.

10.7.2 A cross-functional appointment that is made during a continuing (tenure-track, tenured) appointment requires the agreement of the faculty member and shall have the approval of both Deans.

10.7.3 A primary department and Chair will be identified for each cross-functional appointment. The primary department will be identified as the department where the member has the majority of his/her workload assignment. In the case where a faculty member is initially appointed to a workload split equally between two departments, the member and the Chairs in the relevant departments shall mutually agree to the assignment of a primary department for the member. The faculty member may request a review and potential change to his or her primary department assignment at any time after the first year of the initial assignment, and with the agreement of both Deans. Any departmental assignment must be maintained for at least one year.

- 10.7.4 The primary department and Chair will serve all administrative functions: APAR, summative evaluation, sabbatical, promotion and tenure, workload assignment, leave of absence requests, office supplies and allocation, secretarial support etc. In all cases the Chair and Dean of the primary department shall seek input from all departments to which the member has been appointed.
- 10.7.5 Workload assignment shall be made in a collegial manner with input from the member and the departments to which the member has been appointed.
- 10.7.6 The procedures and criteria for APAR review, summative evaluation, promotion and tenure, sabbatical etc shall be consistent with the procedures and criteria for members with appointments in a single department. Evaluation, sabbatical, promotion and tenure committees shall include members from all departments to which the member has been appointed. If the departments have different criteria, the criteria for evaluation, tenure and promotion for the cross-appointed member will be referenced to the approved standards within both departments so that an overall profile of career progress can be developed.
- 10.7.7 Teaching/professional role, scholarship and service requirements and expectations for evaluation and for tenure/promotion shall be equivalent to that of a single appointment in a single department.
- 10.7.8 A member in a cross-functional appointment shall engage in service to each department in proportion to the assigned workload in the department. Service beyond the department is at the discretion of the member.
- 10.7.9 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, this includes voting and eligible for election and participation in all committees including Faculty Council.
- 10.7.10 A member assigned to a cross-functional appointment will retain residual rights to their original academic unit, and shall return on a full-time basis should TRU's academic needs change.

10.8 Couse Registrant Maxima

If at twenty-four (24) months after the date of ratification either Party believes that the collegial approach should be supported by guidelines with respect to course registrant maxima, they may give thirty (30) days' notice to the other Party that the following will apply:

- 1) Course registrant maxima per Member with a bipartite workload and teaching in semesterized programs will be 300 over the academic year with no more than 170 course registrants per semester. For those members with a tripartite workload and teaching in semesterized programs course registrants maxima per member will be 240 over the academic year and no more than 135 per semester. Enrollments for any academic year are measured at the Stable Enrollment Date in January (i.e. the last day for program changes and course additions).
- 2) Course registrant maxima may be exceeded only by agreement between the Member and the Department Chair and with the approval of the appropriate Dean.
- 3) If course registrant maxima are exceeded, the following three options shall be explored:
 - (a) to balance the teaching assignments among the Members of the Department in the term when the maxima are exceeded;
 - (b) to offer to the Member a reduction of workload in the next year that is commensurate with the amount of the overload;
 - (c) to offer to the Member compensation to be determined by mutual agreement of the Parties.

ARTICLE 11 – SALARIES

11.1 Salary Schedules

See Appendix A for Salary Schedules

11.2 Cost of Living Allowance

11.2.1 At the end of each quarterly period beginning April 1, 1994, the percentage change in the Vancouver Consumer Price Index shall be measured. The measurement shall be based on the percentage change of the average Vancouver Consumer Price Index for the quarter over the average Vancouver Consumer Price Index for the preceding quarter.

11.2.2 No change will be made to the salary scale for any measured quarterly increases or decreases in the Vancouver Consumer Price Index of up to 2.5%; but adjustments shall be made for increases or decreases in excess of this amount, in the following manner:

11.2.3 For every one tenth of one percent (.1%) in excess of a 2.5% quarterly increase in the Vancouver Consumer Price Index, the Salary Schedule shall be increased by one tenth of one percent (.1%), effective the first month of the following quarter.

11.2.4 For any .1% decrease in excess of a 2.5% quarterly decrease in the Vancouver Consumer Price Index, the Salary Scale shall be decreased by one tenth of one percent (.1%), effective the first month of the following quarter. In no case, however, will the Salary Scale be reduced below the schedule agreed to between the University Board and the Union.

11.3 Monthly Prorated Salaries

For employees commencing employment after the first working day in the month, the following formula will be used to calculate the month's prorated salary:

$$\frac{\text{Yearly salary} \times (\text{number of days worked, including statutory holidays in that month})}{12 (\text{number of working days, including statutory holidays in that month})}$$

11.4 Department Chair Stipends

- 11.4.1 The stipend Chairs receive will reflect the size and complexity of their department, and the teaching assignment carried. The stipend will be determined in accordance with the algorithm established by the Chair Roles Committee (see LOU #36).
- 11.4.2 All Chairs shall receive an allowance of \$265.30 per year per full-time employee or equivalent supervised.
- 11.4.2.1 Chair allowance shall increase annually by the same percentage as the TS scale.
- 11.4.3 In cases where employees are employed for less than one year the allowance will be paid at a prorated rate only for that period they are employed.
- 11.4.4 The university will budget sufficient funds within each Department to resource the Chair stipend and release.

11.5 Initial Placement on Salary Schedule**11.5.1 Instructional Categories**

The following category descriptions are guidelines.

11.5.1.1 Instructor I

- 11.5.1.1.1 Employees teaching in Academic Programs shall qualify for placement at Step 1 of this category with:
- 11.5.1.1.1.1 A Bachelor's Degree, from an institution recognized by the Association of Universities and Colleges of Canada (AUCC or equivalent), in a field relevant to the particular area of instruction.
- 11.5.1.1.2 Employees teaching in Nursing Programs shall qualify for placement at Step 1 of this category with:
- 11.5.1.1.2.1 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, relevant to the particular field of instruction, plus registration with the Registered Nurses Association of B.C. (RNABC).

- 11.5.1.1.3 Employees teaching in other Career/Technical Programs shall qualify for placement at Step 1 of this category with:
 - 11.5.1.1.3.1 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, relevant to the particular field of instruction; or,
 - 11.5.1.1.3.2 A diploma for a course of study of at least two (2) years from a post-secondary institution recognized by the AUCC or equivalent, plus three (3) years full-time work experience relevant to the particular field of instruction.
- 11.5.1.1.4 Employees teaching in Adult Basic Education shall qualify for placement at Step 1 of this category with:
 - 11.5.1.1.4.1 A permanent teaching certificate or an Instructor's Diploma, plus four (4) years full-time work experience, of which at least two (2) must be teaching experience, relevant to the particular field of instruction; or,
 - 11.5.1.1.4.2 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, in a field relevant to the particular field of instruction.
- 11.5.1.1.5 Employees teaching in Applied Business Technology shall qualify for placement at Step 1 of this category with:
 - 11.5.1.1.5.1 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, in a field relevant to the particular field of instruction; or,
 - 11.5.1.1.5.2 A relevant diploma from a course of study (normally for two years), or its equivalent from a post-secondary institution recognized by the AUCC or equivalent, plus four (4) years full-time work experience relevant to the particular field of instruction.
- 11.5.1.1.6 Employees teaching in other vocational programs shall qualify for placement at Step 1 of this category with:

- 11.5.1.1.6.1 A relevant diploma from a course of study (normally for two years), or its equivalent from a post-secondary institution recognized by the AUCC or equivalent, plus four (4) years full-time work experience relevant to the particular field of instruction; or,
- 11.5.1.1.6.2 A successfully completed formal trade apprenticeship or equivalent trades training, plus a minimum of four (4) years full-time work experience relevant to the particular field of instruction *or*,
- 11.5.1.1.6.3 Certification by a professional society, plus four (4) years full-time work experience relevant to the particular field of instruction.
- 11.5.1.1.7 Employees who are appointed to Instructional Support Coordinators shall qualify for placement at Step 1 of this category with:
 - 11.5.1.1.7.1 A Bachelor's degree, or
 - 11.5.1.1.7.2 A relevant diploma from a course of study, or its equivalent from a post-secondary institution recognized by the AUCC or equivalent, plus 4 years full-time work experience relevant to the particular field of instruction; or,
 - 11.5.1.1.7.3 A successfully completed formal trade apprenticeship or equivalent trades training, plus 4 years of full-time work experience relevant to the particular field of instruction, or
 - 11.5.1.1.7.4 Certification by a professional society, plus 4 years of full-time work experience relevant to the particular field of instruction.
- 11.5.1.2 TS Scale**
 - 11.5.1.2.1 Employees teaching in Academic Programs qualify for placement at Step 1 (or the lowest step) of the TS Scale with:
 - 11.5.1.2.1.1 A Master's Degree, from an institution recognized by the AUCC or equivalent, in a field relevant to the particular area of instruction.
 - 11.5.1.2.1.1 A Master's of Social Work Degree, from an institution recognized by the AUCC or equivalent, for BSW Field Coordinator.

- 11.5.1.2.2 Employees teaching in Nursing programs shall qualify for placement at Step 1 (or the lowest step) of this category with:
 - 11.5.1.2.2.1 A M.Sc.N Degree, from an institution recognized by the AUCC or equivalent, and registration with the RNABC; or,
 - 11.5.1.2.2.2 A B.Sc.N Degree, from an institution recognized by the AUCC or equivalent, and registration with the RNABC, plus (5) years full-time work experience relevant to the particular field of instruction.
- 11.5.1.2.3 Employees teaching in other Career/Technical Programs qualify for placement at Step 1 (or the lowest step) on the TS Scale with:
 - 11.5.1.2.3.1 A Master's Degree; or,
 - 11.5.1.2.3.2 A CMA(RIA), CGA, or CA, plus a minimum of five (5) years full-time work experience relevant to the particular field of instruction; or,
 - 11.5.1.2.3.3 A CA, CGA, or CMA(RIA), plus a Bachelor's Degree, from an institution recognized by the AUCC or equivalent, relevant to the particular field of instruction; or
 - 11.5.1.2.3.4 An ART, plus five (5) years full-time work experience relevant to the particular field of instruction; or,
 - 11.5.1.2.3.5 An acceptable professional designation, plus five (5) years full-time work experience relevant to the particular field of instruction; or,
 - 11.5.1.2.3.6 A licentiate in Medical Technology; or,
 - 11.5.1.2.3.7 A relevant Bachelor's Degree, from an institution recognized by the AUCC or equivalent, plus five (5) years full-time work experience relevant to the particular field of instruction.
- 11.5.1.2.4 Employees teaching in Adult Basic Education programs shall qualify for placement at Step 1 (or the lowest step) of this category with:

- 11.5.1.2.4.1 A Master's Degree, from an institution recognized by the AUCC or equivalent, relevant to the particular field of instruction; or,
- 11.5.1.2.4.2 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, plus a permanent teaching certificate or an Instructor's Diploma, plus three (3) years' work experience, of which at least two (2) must be teaching experience, relevant to the particular field of instruction; or
- 11.5.1.2.4.3 A Bachelor's Degree in Education, from an institution recognized by the AUCC or equivalent, plus three (3) years' work experience, of which at least two (2) must be teaching experience relevant to the particular field of instruction.
- 11.5.1.2.5 Employees teaching in Applied Business Technology qualify for placement at Step 1 (or the lowest step) of this category with:
 - 11.5.1.2.5.1 A Master's Degree, from an institution recognized by the AUCC or equivalent, relevant to the particular field of instruction plus three (3) years' work experience, of which at least one (1) must be teaching experience relevant to the particular field of instruction; or,
 - 11.5.1.2.5.2 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, plus a permanent teaching certificate, or an Instructor's Diploma, plus four (4) years' work experience, of which at least two (2) must be teaching experience, relevant to the particular field of instruction; or,
 - 11.5.1.2.5.3 A CMA(RIA), CGA or CA, plus four (4) years' work experience, of which at least two (2) must be teaching experience, relevant to the particular field of instruction; or,
 - 11.5.1.2.5.4 A relevant diploma for a course of study (normally for two years) or its equivalent, plus a permanent teaching certificate or an Instructor's Diploma, plus successful completion of at least six (6) courses of study offered by an institution recognized by the AUCC or equivalent relevant to the particular field of instruction, plus eight (8) years' work experience relevant to the particular field of instruction of which at least four (4) must be teaching experience.

- 11.5.1.2.6 Employees teaching in other vocational programs shall qualify for placement at Step 1 (or the lowest step) of this category with:
- 11.5.1.2.6.1 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, plus five (5) years full-time work experience relevant to the particular field of instruction; or,
 - 11.5.1.2.6.2 A teaching certificate or an Instructor's Diploma plus a Bachelor's Degree, from an institution recognized by the AUCC or equivalent, plus four (4) years' work experience relevant to the particular field of instruction; or,
 - 11.5.1.2.6.3 A Bachelor's Degree, from an institution recognized by the AUCC or equivalent, in a field relevant to the particular area of instruction, plus certification by an appropriate professional society; or,
 - 11.5.1.2.6.4 An CMA(RIA), CGA or CA, plus a Bachelor's Degree, from an institution recognized by the AUCC or equivalent, relevant to the particular field of instruction; or,
 - 11.5.1.2.6.5 A relevant diploma for a course of study (normally for two years) or its equivalent from a post-secondary institution recognized by the AUCC or equivalent, plus an Instructor's Diploma or a teaching certificate, plus five (5) years full-time work experience relevant to the particular field of instruction; or
 - 11.5.1.2.6.6 A successfully completed formal trade apprenticeship or the equivalent trades training, plus an Instructor's Diploma or a teaching certificate, plus five (5) years full-time work experience relevant to the particular field of instruction; or
 - 11.5.1.2.6.7 An CMA(RIA), CGA, or CA, plus a minimum of five (5) years full-time work experience relevant to the particular field of instruction; or,
 - 11.5.1.2.6.8 An acceptable professional designation, plus five (5) years full-time work experience relevant to the particular field of instruction.

11.5.1.2.7 Instructional support coordinators and all other employees not specifically named in Article 11.5.1, shall qualify for placement at Step 1 or the lowest step of this category with:

11.5.1.2.7.1 A relevant Bachelor's degree or equivalent plus five (5) years' work experience relevant to the particular field or a relevant Master's degree or equivalent.

11.5.1.3 Letters of Appointment/Salary Placement Record Forms

11.5.1.3.1 Each new employee shall be given a letter by the President indicating the terms of the appointment. Each new employee shall be provided with a Salary Placement Record form, which shall include a statement informing the employee of the right to appeal the salary placement under Article 11.5.2.3.

11.5.1.3.2 Included with the letter of appointment shall be a copy of the current Collective Agreement.

11.5.1.3.3 A copy of the accepted letter of appointment shall be forwarded to the President of the Faculty Association without unreasonable delay.

11.5.1.3.4 A copy of all Sessional Contracts shall be forwarded to the President of the Faculty Association without unreasonable delay.

11.5.1.3.5 A copy of all Regularization – Additional Workload forms shall be forwarded to the President of the Faculty Association without unreasonable delay.

11.5.2 Original Placement and Change of Category - Instructional employees/Instructional Support Employees

11.5.2.1 Original placement on the salary schedule shall be made by the President or his/her designate who shall apply the category descriptions. Increments shall not be granted for experience that is required to meet the minimum requirements for placement on Step 1 of either category. Increments for experience preceding or

following completion of the minimal educational or training qualifications may be granted at the discretion of the President.

11.5.2.2 Original placement on the salary schedule shall not exceed Step 5 on the TS Scale schedules referenced in Appendix A except as authorized in writing by the President.

11.5.2.3 An employee who believes that his/her original placement on the Salary Schedule is incorrect may apply in writing within the first six (6) months of employment to have the alleged misplacement corrected.

11.5.2.4 An employee shall move from Instructor I to TS Scale, upon written request to the President, when he/she fulfills the basic requirements for TS Scale. The change of placement shall be in accordance with Article 11.

11.5.2.5 Upon completion of a degree or an activity which would have earned an increment as per Article 11.5.3, the employee may apply in writing to the President for a change in placement. Application of this Article is not intended to duplicate increments granted under other Articles in this agreement.

11.5.2.6 A change in placement shall become effective the first of the month following receipt of a complete application.

11.5.3 Increments Granted - Employees

For the purpose of Article 11.5.2, increments shall be granted on the following basis:

11.5.3.1 One (1) increment for each two (2) years of relevant work experience to a maximum of five (5) increments.

11.5.3.2 One (1) increment for each two (2) successful years of non-post-secondary teaching experience;

11.5.3.3 One (1) increment for each year of successful post-secondary teaching experience;

- 11.5.3.4 One (1) increment for other relevant degrees above the minimum, except for the Ph.D.;
- 11.5.3.5 One (1) increment for other relevant diplomas above the minimum qualifications;
- 11.5.3.6 One (1) increment for each two (2) years of relevant post-graduate work, while in full-time attendance at an institution recognized by the AUCC or equivalent, up to a maximum of one (1) increment;
- 11.5.3.7 Two (2) increments for a relevant Ph.D. or its degree equivalent, subject to the restriction that only one (1) increment will be granted to an employee who has knowingly accepted one (1) increment under Article 11.5.3.6.
- 11.5.3.8 One (1) increment for each two (2) years of relevant post-doctoral study while in full-time attendance at an institution recognized by the AUCC or equivalent;
- 11.5.3.9 Fractional increments greater than 0.5 shall be equated to one (1) increment;
- 11.5.3.10 Experience or training referred to in Articles 11.5.3.1 to 11.5.3.8 relates to increments only and is in addition to any experience or training used to meet the minimum requirements for placement on Step 1 of either category.
- 11.5.3.11 Once employees reach Step 9 on the Instructor I Salary Scale, they shall move to Step 2 of the TS Scale on their next annual increment date.
- 11.5.3.12 Upward movement on the TS Scale for an Instructor I employee is barred at Step 6 until the employee qualifies for unrestricted movement to the TS Scale according to Article 11.5.1.2.
- 11.5.4 **Laboratory Faculty/Instructional Assistants**
 - 11.5.4.1 **Placement on Scale**

Each new laboratory faculty/instructional assistant shall be given a letter of appointment by the President. A Salary Placement Record

form shall be completed which shall indicate the employee's position on the Salary Schedule and the reasons for it.

11.5.4.2 Qualifications

The minimum qualifications for a laboratory faculty/ instructional assistant shall be: A diploma from a post-secondary institution recognized by the AUCC or equivalent, plus two (2) years of relevant work experience.

11.5.4.3 Original Placement

11.5.4.3.1 Laboratory faculty/instructional assistants shall be granted increments on the following basis:

11.5.4.3.1.1 One (1) increment for a relevant Bachelor's Degree;

11.5.4.3.1.2 One (1) increment for each year of satisfactory service to the University relevant to the particular field of instruction;

11.5.4.3.1.3 One (1) increment for each year of full-time work experience in a post-secondary institution relevant to the particular field of instruction;

11.5.4.3.1.4 One (1) increment for each two (2) years of full-time work experience in non post-secondary institutions relevant to the particular field of instruction.

11.5.4.3.1.5 One (1) increment for a relevant Master's Degree.

11.5.4.3.2 Original placement on the Laboratory Faculty/Instructional Assistant Salary Schedule shall be made by the President or his/her designate who shall apply the category descriptions. Increments shall not be granted for experience that is required to meet the minimum requirements for placement on Step 1. Increments for experience preceding or following completion of the minimal educational or training qualifications may be granted at the discretion of the President.

11.5.4.3.3 For laboratory faculty/instructional assistants original placement on the salary schedule shall not exceed Step 8 of the Laboratory

Faculty/Instructional Assistants Schedule referenced in Appendix A, except as authorized in writing by the President.

- 11.5.4.3.4 A laboratory faculty/instructional assistant who believes that his/her original placement on the salary schedule is incorrect may apply in writing within the first six (6) months of employment to have the alleged misplacement corrected.

11.5.4.4 Increments

- 11.5.4.4.1 A laboratory faculty/instructional assistant whose summative appraisal indicates that he/she meets the performance criteria and standards for appointment renewal shall receive an increment on 1 August provided he/she has been employed for at least six (6) months.

- 11.5.4.4.2 A laboratory faculty/instructional assistant whose summative appraisal indicates that he/she does not meet the performance criteria and standards for appointment renewal shall not receive an increment on 1 August.

- 11.5.4.4.3 A laboratory faculty/instructional assistant whose summative appraisal indicates insufficient information may receive an increment on 1 August provided he/she has been employed for at least six (6) months.

- 11.5.4.4.4 Once employees reach Step 10 on the Laboratory Faculty/Instructional Assistants Salary Scale, they shall move to step 2 of the TS Scale on their next annual increment date.

- 11.5.4.4.5 One (1) increment for completion of a relevant Master's Degree.

11.5.4.5 Bar on TS Scale

Upward movement on the TS Scale for these employees is barred at Step 3.

11.5.5 Librarians

- 11.5.5.1 Librarians shall be placed on the Instructor I or TS Scale schedule of Article 11.5.1 according to the following criteria:

11.5.5.2 An appropriate Master's Degree relevant to the field of librarianship is the minimum requirement for placement at Step 1 of the TS Scale schedule.

11.5.6 Audio-Visual Coordinator

The audio-visual coordinator shall be placed on the Instructor I schedule.

11.5.7 Curriculum Editors/Writers

The curriculum editors/writers shall be placed upon the Instructor I or TS Scale schedule according to the criteria established for Employees in Article 11.5.1.

11.5.8 Counsellors

11.5.8.1 Counsellors shall be placed on the TS Scale schedule according to the following criteria:

11.5.8.1.1 An appropriate Master's Degree relevant to the field of counselling and two years relevant experience are the minimum requirements for placement at Step 1 of the TS Scale.

11.5.9 Instructional Support Coordinators

11.5.9.1 Instructional support coordinators shall be placed on the Instructor I or TS Scale according to Articles 11.5.1, 11.5.2 and 11.5.3.

11.5.9.2 The establishment of the Work Experience Coordinator position shall not allow for work normally done by counsellors to be transferred to Work Experience Coordinators. If students require counselling, that service will be provided by counsellors.

11.5.10 Increments for Instructional Support Employees

11.5.10.1 Employees referred to in Articles 11.5.5 to 11.5.9 shall receive regular increments on August 1 providing they have been employed a minimum of six (6) months and their performance evaluation is satisfactory to the relevant Dean or Director.

- 11.5.10.2 For the purpose of Articles 11.5.5 and 11.5.6, increments will be granted on the following basis:
- 11.5.10.2.1 One (1) increment for each year of full-time experience in a relevant post-secondary position or equivalent work experience satisfactory to the President or his/her designate.
- 11.5.10.2.2 One (1) increment for each two (2) years of full-time experience in relevant non-post-secondary education institution positions.
- 11.5.10.2.3 One (1) increment for each two (2) years of full-time experience in relevant work experience to a maximum of five (5) increments.
- 11.5.10.2.4 Fractional increments greater than 0.5 shall be equated to one increment.
- 11.5.10.2.5 Experience or training referred to in Articles 11.5.10.1 to 11.5.10.2.3 relates to increments only and is over and above any experience or training used to meet the minimum requirements for placement on Step 1 of either category.
- 11.5.11 Sessional and Continuing Sessional Employees**
- 11.5.11.1 The denominator for Instructional Support, Laboratory Faculty/Instructional Assistants in LOU #26 shall have no impact on the annual workload for tenured, tenure-track, limited term-contract, continuing full time, or continuing part time Instructional Support, Laboratory Faculty/Instructional Assistants as defined in Article 10 and Article 11.
- 11.5.11.3 Sessional and Continuing Sessional employees have the same right to salary placement review and appeal procedures as full-time employees as indicated in Article 11.5.2.3 of the Collective Agreement.
- 11.5.11.4 In exceptional circumstances the President may approve special sessional and continuing sessional pay rates in excess of the sessional and continuing sessional pay rates, if required, to solve a serious staffing problem. In all such cases there will be prior

consultation with the President of the Faculty Association and a complete explanation of the exceptional circumstances.

- 11.5.11.5 Sessional and continuing sessional employees will receive 4.5% of salary in lieu of vacation, to be paid on termination of contract.

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11.6 Summer Session

- 11.6.1 Where teaching in the Summer Session is not a part of normal instructional duties as per Article 10, the rate of pay will be as per Article 11.7.1.

11.7 Salary for Sessional and Continuing Sessional Employees

11.7.1 Sessional Pay Rates

- 11.7.1.1 Teaching Members and Instructional Support Members who meet the posted qualifications shall be paid 80% of TS-01 x % of workload.

- 11.7.1.2 Teaching Members and Instructional Support Members who do not meet the posted qualifications shall be paid 80% of Instructor 1-04 x % of workload

- 11.7.1.3 The denominator for calculating the % of sessional workload shall be:

- a. Teaching Members in semesterized programs: 8 – 3 credit courses or 24 credits
- b. Vocational Non-trades Members in non-semesterized programs: 640 hours
- c. Vocational Trades Members: 850 hours
- d. Instructional Support Members: 1120 hours

- 11.7.1.4 Sessional contract salary shall be paid out over the length of the contract.

11.7.1.5 Sessional Anomalies

When either party identifies a course where the number of credits vs. the number of hours expected of the faculty is an anomaly, the parties will determine the appropriate workload credits that are to be applied to the course. Any changes to existing formulas or agreements must be agreed to by the parties.

- 11.7.2 A Member appointed to a Continuing Sessional Appointment shall be granted one increment on the TRUFA Salary Grid upon appointment, and one additional increment annually.
- 11.7.3 The maximum incremental progression for Continuing Sessional Instructional and Instructional Support members shall be the highest step achievable by members holding the Assistant Professor/Lecturer/Instructional Support I, Librarian I or Counselor I ranks.
- 11.7.4 The maximum incremental progression for Continuing Sessional Laboratory Faculty/Instructional Assistant members shall be the highest step achievable by members holding the Laboratory Faculty/Instructional Assistant I rank.
- 11.7.5 When a sessional member teaches a summer session course, the rate of pay will be the greater of:
- a. The employee's applicable rate of pay in Article 11.7.1 or
 - b. \$1576 per credit

ARTICLE 12- STATUTORY HOLIDAYS, VACATION AND OTHER LEAVES

12.1 Statutory Holidays

12.1.1 Employees are entitled to the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family Day

and any other general holiday established by the Federal or Provincial Government.

12.1.2 If a statutory holiday falls on an employee's regularly-scheduled vacation day, he/she shall be given an extra day's vacation at a time agreeable to his/her Chair.

12.1.3 Christmas Period

12.1.3.1 Members of the Bargaining Unit shall have the period from December 24th to the date of commencement of instruction in the New Year as non-working days with pay.

12.1.3.2 The Union agrees that there will be no additional cost to the University for the maintenance of plants and animals during the above period.

12.2 Vacation

12.2.1 Employees shall be entitled to a vacation period of forty (40) working days to be taken at a time approved by the President. Vacation periods for employees not appointed August 1st shall be prorated on the basis of the first appointment year.

12.2.2 Mid-Semester Break

During the Winter Semester of each University year, all instructional employees and laboratory faculty shall receive a two (2) day "mid-term break". The dates of this break shall be determined by the President or his delegate.

12.2.3 In any year when the Christmas period as per Article 12.1.3 is four (4) days, the employee will be entitled to an additional day's vacation.

12.2.4 An employee may, subject to the recommendation of his Chair and relevant Dean or Director and the approval of the President, carry over a portion of his/her annual vacation up to a maximum of fifteen (15) working days for use in the following year, either separately or continuously with his regular annual vacation, as may be agreed.

12.2.5 A Sessional member shall have the option to elect vacation payout or paid vacation time with pensionable service. The Parties will develop a form for members outlining the two options. Each sessional member will upon appointment indicate in writing his/her desired option for vacation entitlement.

12.2.6 A Continuing Sessional member shall have the option to elect vacation payout or paid vacation time with pensionable service and limited benefits, which include MSP, Extended Health and Dental. The Parties will develop a form for members outlining the two options. Each Continuing Sessional member will upon appointment indicate in writing his/her desired option for vacation entitlement.

12.3 Leaves**Preamble**

All references within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, child, siblings, parents, parents-in-law, grandparents and any other person living in the same household who is dependent upon the employee.

Seniority Accrual

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

Retention of Status

An employee on approved paid or unpaid leave, shall resume a position similar to his/her previous position, except for the position of Chair or program coordinator for which there is no guarantee of reinstatement.

Benefits While on Leave

An employee will continue to receive her/his salary and benefits while on paid leave under this article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage, all contributions, including the Board's share, shall be the employee's responsibility.

12.3.1 General Leave

The University may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

12.3.1.1 Applications for unpaid leave shall be made in writing and are subject to approval by the appropriate Vice-President.

12.3.1.2 For the purposes of benefits, contributions to benefit schemes, and salary increases, the employee is regarded as a continuing employee of the University (providing legislation so allows).

12.3.1.3 The employee is expected to return to the University upon completion of his/her leave for a period at least equal to that for which the leave was granted.

12.3.1.4 An employee on unpaid leave shall confirm in writing at least three (3) months prior to the expiration of the leave his/her agreement to

resume his/her position upon the agreed date. Failure to comply shall constitute notice of resignation, and the Board may proceed to replace the employee.

12.3.1.5 When an employee believes that the activities he/she engaged in during unpaid leave would qualify for an increment, as stipulated in Article 11.5.3, he/she may apply to the President for an increment.

12.3.1.6 The Parties agree that unpaid leave will not be granted under Article 12.3.1 to any bargaining unit member leaving the University to take another position on a permanent basis.

12.3.2 Bereavement Leave

An employee will be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the University. The University may grant additional leave with pay.

12.3.3 Family Illness Leave

A member will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the University.

12.3.4 Compassionate Care Leave

12.3.4.1 Entitlement

A member will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the member must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks. A member who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the member were not on leave.

- (b) Where a member elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the University will pay the University's portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) A member who returns to work following a leave granted under this provision shall be placed in the position the member held prior to the leave or in a comparable position.

12.3.4.1.1 The Parties agree to review Article 12.3.4.1 in the event that Federal Government program for compassionate leave is revised.

12.3.4.2 Additional Leaves

Should a member require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 12.3.4.1 above. Such additional leave shall be pursuant to Article 12.3.1 General Leave.

12.3.5 Jury Duty and Court Appearances

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this article has the responsibility to reimburse the University all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the University.

12.3.6 Political Leave

12.3.6.1 To enable an employee to contest a federal, provincial, municipal or other local election, the President may grant him/her a leave of absence without pay for up to 90 days. Such leaves shall not be unreasonably denied. Granting of such leave shall be subject to the following conditions:

- 12.3.6.1.1 The employee shall submit the request for leave at least two (2) weeks before the first day of the leave period.
- 12.3.6.2 An employee elected to a full-time political office shall be granted unpaid leave without pay for two consecutive terms of political office, which shall end on the day the incumbent vacates his/her office or is re-elected to a subsequent term.
- 12.3.6.2.1 An employee who chooses not to return at the end of the leave period shall lose any guarantee of reinstatement.
- 12.3.6.3 Short-term leaves of absence may be granted by the President to enable an employee to perform the duties of municipal or other local office, subject to the instructional needs of the University being met. These leaves would normally be for one-half or one whole day at a time.
- 12.3.6.4 For the purposes of staff benefits, contributions to the benefits schemes and salary increases, the employee is regarded as a continuing employee of the University (providing legislation so allows).
- 12.3.6.4.1 The Board shall pay its portion of employee benefits during the first two (2) weeks of leave.
- 12.3.6.4.2 When an employee has been granted leave longer than two (2) weeks, the employee shall be responsible for all contributions, including the Board's share following the first two (2) weeks.
- 12.3.6.5 Employees in pursuit of a political office shall not carry out any political activities on University premises or with University equipment, nor shall other staff carry out political activities on University premises or with University equipment on their behalf or on the behalf of others.
- 12.3.7 Exchange Program**
- 12.3.7.1 An employee is eligible for an exchange program after being granted tenure or for those employees hired prior to April 1, 2006

after receiving his/her first continuing appointment. The application is subject to the approval of the President.

- 12.3.7.2 The exchange program shall normally be for a University period.
- 12.3.7.3 The exchangee's salary shall be paid by Thompson Rivers University while he/she is on the program. His/her replacement's salary and benefits shall be paid by the replacement's institution.
- 12.3.7.4 Normally, the exchangee's staff benefits shall be maintained while on the exchange program, on the same cost-sharing basis as prior to his/her involvement in the program. If, however, this arrangement leads to difficulties, the salary arrangements mutually agreeable to the participants and acceptable to the University Board shall be made.
- 12.3.7.5 Where there are large inequities in cost of living between the location of the exchanging individual, the University and the employee may discuss whether further assistance is required to facilitate the exchange.
- 12.3.7.6 The exchangee is expected to return to the University for a period equal to that of the exchange.
- 12.3.7.7 The qualifications and suitability of the replacement must be satisfactory to the President.

12.3.8 Deferred Salary Leave Plan

- 12.3.8.1 The Deferred Salary Leave Plan is described in full detail in the Deferred Salary Leave Plan Policy, which forms an integral part of this Article. When there is a conflict between the provisions of the Policy and the Collective Agreement, the provisions of the former shall prevail.
- 12.3.8.2 The Deferred Salary Leave Plan is approved under the Canada Customs and Revenue Agency advance tax ruling and shall remain in full force and effect unless there is mutual agreement by the Parties to its cancellation.

- 12.3.8.3 Amendments to the Plan may be made by mutual agreement of the Parties; however, no change may be made which will prejudice the tax ruling currently in effect.
- 12.3.8.4 An employee is eligible for the Deferred Salary Leave Plan after being granted tenure or for those employees hired prior to April 1, 2006 after receiving his/her first continuing appointment.
- 12.3.8.5 A written application, by way of Schedule B of the Deferred Salary Leave Plan Policy, must be made to the President before January 31, of the fiscal year (defined as April 1 - March 31) preceding that in which deductions will commence.
- 12.3.8.6 When participation has been approved by the President, deductions may commence at the beginning of any month.
- 12.3.8.7 Deferred Salary Leave is subject to the following conditions:
 - 12.3.8.7.1 Leave may be for a period of up to twelve (12) months.
 - 12.3.8.7.2 For the purposes of benefits, contributions to benefit schemes, and salary increases, the employee is regarded as a continuing employee of the University (providing legislation so allows).
 - 12.3.8.7.3 Participation in the University benefit plans shall be optional to the employee during the leave period.
 - 12.3.8.7.4 All contributions, including the Board's share, shall be the employee's responsibility. Payment shall be by deduction from the participant's monthly salary payment.
 - 12.3.8.7.5 Full pension credit will be given and full pension deductions made from gross salary during the salary deferral period.
 - 12.3.8.7.6 Pension credit will NOT be earned, nor pension deductions made, during the leave period.
 - 12.3.8.7.7 Upon approval by the Superannuation Commission, an employee may purchase pension credit for the leave period by paying both the employee's and employer's contributions to the plan.

- 12.3.8.7.8 Sick leave, vacation credits, and professional development entitlement will not be granted during the leave period.
- 12.3.8.7.9 The employee is expected to return to the University upon completion of his/her leave for a period of at least equal to that of the leave.
- 12.3.8.7.10 An employee on leave shall confirm in writing at least three (3) months prior to the expiration of the leave his/her agreement to resume his/her position upon the agreed date. Failure to comply shall constitute notice of resignation, and the Board may proceed to replace the employee.
- 12.3.8.7.11 When an employee believes that the activities he/she engaged in during leave would qualify for an increment, as stipulated in Article 11.5.3 of the Collective Agreement, he/she may apply to the President for an increment.

12.3.8.8 Deferred Salary Leave Plan Committee

- 12.3.8.8.1 The Deferred Salary Leave Plan Committee shall consist of two members appointed by the Faculty Association and two members appointed by the President.
- 12.3.8.8.2 The Committee shall be a standing committee for the duration of the Plan.
- 12.3.8.8.3 The Committee shall advise the University on the investment or reinvestment of the pooled monies of the Plan with an eligible investor.

12.4 Maternity, Parental and Adoption Leave

- 12.4.1 In the case of a pregnancy, the employee shall give the University three (3) months notice in writing of the date she intends to commence her leave and a medical certificate indicating the expected date of delivery.

- 12.4.2 In the case of an adoption, the employee shall inform the University both when applying for and upon being approved for an adoption and shall keep the University informed of the expected date of adoption, as provided by the agency handling the adoption.
- 12.4.3 Parental leave shall cease if an employee resigns during the period of the leave.
- 12.4.4 An employee is expected to return to the University upon completion of his/her parental leave for a period of at least twice the amount of the parental leave granted.
- 12.4.5 If an employee resigns before the time requirement of Article 12.4.4 is met, the employee shall refund, on a pro rata basis, the assistance provided.
- 12.4.6 An employee not exercising any other entitlement under Article 12.4 shall be granted a three (3) day leave with pay on, or immediately prior to, or after the date of birth or adoption of his/her child.
- 12.4.7 Entitlement**
Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.
- 12.4.8 Commencement of Leave**
Leave taken under this provision shall commence:
- 12.4.8.1 for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the University and the employee agree otherwise.
- 12.4.8.2 for a birth father, after the child's birth and within fifty-two (52) weeks of the birth.
- 12.4.8.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

12.4.9 Benefits Continuation

- 12.4.9.1 The University will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the University's portion of premiums.
- 12.4.9.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 12.4.9.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.
- 12.4.9.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 12.4.9.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local Parties will negotiate mutually acceptable dates.
- 12.4.10 Supplemental Employment Benefit for Maternity and Parental Leave
- 12.4.10.1 When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (a) For the first two (2) weeks of maternity leave an employee shall receive on hundred percent (100%) of her salary calculated on her average base salary.
 - (b) 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.
 - (c) 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.

- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
- (e) The average base salary for the purpose of Article 12.4.10.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

12.4.10.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the University with proof of application for and receipt of Employment Insurance benefits.

12.4.10.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

12.5 Secondment and Re-assignment

12.5.1 With the approval of the University and the Union, an employee may choose to be seconded or re-assigned from his/her duties up to 100% of a full workload.

12.5.2 Secondment refers to those situations in which an employee performs work outside the bargaining unit, either within or outside the University.

- 12.5.3 Re-assignment refers to those situations in which an employee performs work under the terms of the Collective Agreement other than his/her customary duties.
- 12.5.4 A secondment or re-assignment of 100% of a workload will not exceed twenty-four (24) months in duration except in the case of secondment to Dean or Associate Dean positions or except by mutual agreement of the Parties.
- 12.5.5 When the University decides to replace an employee who is on a 100% workload secondment or re-assignment for a period of 12 months, the employee shall be replaced by either a single Sessional appointment or a Limited Term Contract appointment.
- If an extension of a secondment or re-assignment is requested, the seconded or reassigned employee must request such extension at least three (3) months prior to the end of the previously agreed to period. If the University agrees to the extension, the University will convert the sessional appointment to a Limited Term Contract appointment and extend benefit coverage for the Term.
- 12.5.6 A department can make a written recommendation that the seconded or re-assigned position requires a full replacement. If the University denies the recommendation, the University shall provide good and valid written reasons to the department.
- 12.5.7 For the purposes of pensionable service and for the purposes of leave eligibility under Article 12, the seconded or re-assigned employee shall be credited with all leave time as if he/she were not on leave.
- 12.5.8 In cases of re-assignment outside Canada, the Parties shall meet to determine the appropriate remuneration.

12.6 Leave of Absence for University Committees and Union Leave

12.6.1 Leave of Absence for University Committees

An employee whose assigned work schedule would prevent her/him from attending meetings of a university committee to which s/he has been elected or appointed, will be granted a leave of

absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the University will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

12.6.2 Union Leave

Meetings between representatives of the Faculty Association and the University will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the University will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the University will replace the employee as necessary.

This clause may be utilized by the Faculty Association to ensure adequate representation by the Faculty Association with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the Faculty Association will ensure that the University is advised of the eligible leaves to be taken.

The Faculty Association may designate a person(s) who will be entitled to union leave under this article and will advise the University of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing University-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

12.6.3 Additional Union Leave Without Pay

The bargaining unit may purchase additional release time above that currently paid for by the University at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

12.7 Payment for Union Leave

12.7.1 Thompson Rivers University (TRU) and Thompson Rivers University Faculty Association (TRUFA) agree the *Interpretation Bulletin #3 – Additional Union Leave Without Pay* dated November 15, 1999 will no longer be in effect for payment of release time for union leave under Articles 2.8.2 and 12.6.2 of the TRUFA Collective Agreement. The parties agree to the following for the payment of union leave under Articles 2.8.2 and 12.6.2:

12.7.2 Payment for the release time of faculty members on union leave shall be the sessional salary rate applicable to the appointment category of the faculty member on union leave plus the associated benefit costs (as indicated below) for the percentage of teaching or professional role duties from which they are released. All percentages will be based on the bipartite workload for teaching or professional role duties as outlined in Article 10 of the TRUFA Collective Agreement. For example, the calculation for a Teaching member in semesterized program who is on 50% union leave would be as follows: sessional rate for a 3-credit course multiplied by four, plus associated benefits.

12.7.3 Benefit costs for the above sessional rates will be determined as follows:

CPP 4.95 %
 EI 2.42% (1.73 % x factor of 1.4)
 WCB 0.14 %
 Vac 4.5 %
 Pension 4.23 %

Total 16.24%

The first month of each semester (September, January and May) TRUFA will provide to TRU in writing the names of TRUFA members taking release time for union duties according to Article 2.8.2 and 12.6.2, including the percentage of release time.

TRUFA will submit payment for union leave by the end of the second month of each relevant semester as outlined above. TRU will transfer the payment for union leave into the Faculty/School/Division budget of the released member.

The parties will meet to reassess benefit costs every 2 years. Such reassessment will be based on actual benefit costs incurred by TRU.

TRUFA will pay for all release time taken for union leave, payment will not be dependent upon the replacement of the member taking union leave.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS**13.1 PREAMBLE****13.1.1 Termination of Coverage**

Retiring employees who are eligible under the collective agreement for health and welfare benefits will maintain coverage until the end of the month following the month in which they retire.

13.1.2 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the Parties.

13.1.3 Provision of Information on Policy Contracts

When the University wishes to change the carrier of employees' benefits coverage which it administers, it shall provide the Faculty Association with at least six (6) weeks' notice of the proposed change.

13.1.4 Miscellaneous Benefits

Employment Insurance - as per statutes and regulations.

13.2 Medical Services Plan and Extended Health Benefits Plan**13.2.1 Benefit Provisions**

The following benefits will be provided to employees based on eligibility requirements in accordance with the Index:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be 95%;
 - (iii) Hearing Aid benefit claims will be to a maximum of \$600 every five years.
 - (iv) The Medical Travel Referral Benefit shall be in accordance with the provisions set out in Article 13, Appendix 1.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) Coverage shall include an unlimited lifetime maximum for out of province travel.

13.2.2 Employees are eligible for coverage in accordance with current statutes of the Province and the policies as negotiated by the Board. This coverage is mandatory unless alternative coverage is already in effect. Thompson Rivers University shall pay 100% of the premiums.

13.2.3 Extended Health Benefits - coverage shall include an unlimited lifetime maximum for out-of-province travel.

13.3 Dental Plan Insurance

13.3.1 The Dental Care Insurance is compulsory for new employees.

13.3.2 Thompson Rivers University shall pay one hundred (100%) percent of the premium of Dental Care Insurance Plan "A" Basic Services and Plan "B" for the employee joining the plan.

13.3.3 Dental Care Insurance coverage shall be 100% of Plan "A" and 70% of Plan "B".

13.3.4 Plan A includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

13.3.4.1 The nine-month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine-month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

13.3.4.2 The process for an individual faculty employee to have his/her teeth cleaned more frequently than every 9 months as provided Article 13.3.4 is as follows:

- (a) Faculty employee visits dentist as usual.
- (b) Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every 9 months.
- (c) Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning.

- (d) Faculty employee or dentist submits the form to the Insurance Carrier as normal.
- (e) The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every 9 months.

13.4 Group Life, Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three times the employee's annual salary.

13.5 Sick Leave, Short-Term and Long-Term Disability Benefits

13.5.1 The disability benefits plan will be an insured plan and will include the following elements:

- Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the plan.
- Health and welfare benefit premiums will be paid by the University or the Plan for employees on sick leave, short-term disability and long-term disability.
- University payment of premiums for both short-term and long-term disability benefits.
- Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the University and the third agreed to by the first two doctors).
- Mandatory rehabilitation as described in the plan.
- Subject to provisions of the Plan, enrolment is mandatory for all tenured, tenure-track, continuing, and limited term employees. Continuing sessional employees have the option for enrolment as per Article 13.10.

13.5.2 Employees hired prior to April 1, 2002 shall retain any sick leave banks accrued up to but not beyond March 31, 2002 including any

entitlement to full or partial payout of such sick leave banks.
Article 13.5.2.1 applies for use of those sick leave banks including payout, where applicable.

- 13.5.2.1 Upon the termination of employment of an employee with more than ten (10) years of continuous service, a cash payment in lieu of accumulated sick leave will be given to a maximum of sixty (60) days. The cash payment shall be made at the full-time daily rate for all tenured or continuing part-time employees.

13.6 Pension Provisions

- 13.6.1 Canada Pension Plan - as per statutes.

13.6.2 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the Public Sector Pension Plans Act, Schedule A.

13.6.3 Existing Employees

The University will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of February 25, 1999 who have not joined the College Pension Plan shall retain the right not to do so.

13.7 Employee Assistance Program

The University will provide an Employee Assistance Program for employees, the costs of which shall be shared equally by the University and the Faculty Association.

13.8 Health and Safety (Worksafe B.C.)

The University agrees to adhere to all relevant provisions of the Worksafe B.C. Regulations, including the following provisions of the Regulations:

Right to Refuse Unsafe Work (Part 3.12)
Violence in the Workplace (Part 4.27)
Joint Committees and Worker Representatives (Division 4)
Personal Protective Clothing and Equipment (Part 8)

13.9 Benefits for Sessional Employees

Statutory benefits as applicable.

13.10 Benefits for Continuing Sessional Employees

A Member appointed to a continuing sessional appointment shall be eligible for full benefit coverage of the Collective Agreement. The premiums shall be cost shared based on the percentage of workload.

13.11 Utilization of Employment Insurance Premium Savings

It is hereby understood and agreed that the employee's portion of premium savings accrued by virtue of Employment Insurance Commission assessments or experience refunds, shall be used for the benefit of the employees in accordance with the Employment Insurance requirements. Before April 30 of each year, the University agrees to send a letter to the Faculty Association stating the annual amount of savings. The University shall put these funds into a University account designated as TRUFA-EI funds.

13.12 Extended Health and Dental Insurance Continuation

If a surviving dependent is covered by the University's medical insurance prior to the employee's death, and the employee held a continuing sessional, limited term, tenure-track or tenured appointment, the University shall continue the same medical coverage for two full months after the month in which the death occurred. This extension allows the surviving dependent to explore all available medical insurance options.

13.13 Health and Welfare Benefits for Faculty Over Age 65

13.13.1 The University will provide Dental, Extended Health, Short Term Disability, Life Insurance (at 1x salary), Accidental Death and Dismemberment and Medical Travel Referral to faculty members until their 70th birthday.

13.13.2 Optional Life Insurance will be employee paid and Long Term Disability will cease on the member's 65th birthday.

- 13.13.3 Coverage for B.C. Medical Services Plan will continue. TRU paid sick leave (for the first 30 calendar days) will be provided as per Article 13.5.1.
- 13.13.4 The University and the faculty member will continue to contribute to the College Pension Plan as per statute.
- 13.13.5 A faculty member is not permitted to access dual coverage as a result of retiring under the College Pension Plan. If other benefit coverage is provided to an employee as a result of retiring under the College Pension Plan or under another benefit plan, the benefit plan provided by the university will be terminated.

ARTICLE 13 - APPENDIX 1: MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary	
Deductible Amount:	None
Benefit Amount:	100% of eligible expenses
Individual Maximum:	\$10,000 per year
Coverage Limitations:	<ul style="list-style-type: none"> ▪ \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined; ▪ Where the University requires it, receipts must be submitted with the expense claim; ▪ Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid; ▪ Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC; ▪ Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

List of Eligible Expenses	
Medical Travel	<p>When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometer radius of the employee's home campus, the following are included as eligible expenses:</p> <ul style="list-style-type: none"> ▪ Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry); ▪ Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution.
Accommodation:	<p>Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.</p>
Meals:	<p>Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.</p>
Attendant:	<p>Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.</p>

Exclusions	
<p>No benefit shall be payable for:</p>	<ul style="list-style-type: none"> ▪ Charges which are considered an insured service of any provincial government plan; ▪ Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time; ▪ Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment; ▪ Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses; ▪ Charges not included in the list of eligible expenses; ▪ Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license; ▪ Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy; ▪ Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation; ▪ Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay; ▪ Charges which the administrator is not permitted, by any law to cover; ▪ Charges for dental work where a third Party is responsible for payments of such charges; ▪ Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind; ▪ Charges for services and supplies resulting from any intentionally self-inflicted wound; ▪ Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society; ▪ Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

Claims Adjudication	
To claim benefits, the employee or dependent must:	<ul style="list-style-type: none">▪ Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;▪ Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;▪ Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

ARTICLE 14 – SABBATICAL LEAVE

14.1 Sabbatical Leaves are to serve the objectives and goals of the University by providing tenured Members with a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations. Sabbatical leaves are intended to promote scholarly and/or professional activity through sustained periods of concentrated study, contemplation, and creative work, and to promote the collaboration and exchange of knowledge and experiences. It is expected that sabbatical leave projects have a positive impact on the professional, scholarly or creative productivity of the Member and on the programs at the University.

14.1.1 Sabbatical leaves shall normally be taken for:

- (a) twelve (12) months, beginning July 1 or January 1
- (b) six (6) months, beginning July 1 or January 1

The Member shall be assumed to have used a pro-rated portion of vacation during the period of Academic Leave.

14.2 Eligibility

14.2.1 Members may apply for sabbatical leaves on the following basis:

- a) During the sixth (6th) years of service at the University a Member shall be eligible to apply for a sabbatical leave of twelve (12) months at 80% of salary or for a sabbatical leave of six (6) months at 100% salary;
- b) During the third (3rd) years of service at the University a Member shall be eligible to apply for a sabbatical leave of six (6) months at 80% of salary;
- c) A Member's must be tenured prior to the start date of the sabbatical and the Member's first sabbatical leave shall always be one of the types in (a) above, while subsequent sabbatical leaves may be as provided for in (a) or (b); and

- d) If a sabbatical leave has been deferred as provided for in Article 14.7, each year of deferral may either be counted towards a subsequent sabbatical leave or used to increase the compensation in a twelve (12) month sabbatical leave by 6.67% per additional year of service, to a maximum of 100% of salary;
- e) If a Member does not achieve tenure prior to the start date of the sabbatical as approved in Article 14.6, the sabbatical approval will be rescinded.

14.2.2 For the purposes of sabbatical leaves and pursuant to Article 14.2.1, service means:

- (a) The Member's time of employment in a Tenure-track and/or Tenured appointment at the University;
- (b) The Member's time of employment in Limited Term Contract appointments at the University, as specified in Article 5.2.4;
- (c) Time spent in the position of Department Chair calculated at a rate of 6/5 of the time; and

Time spent on sabbatical leave or unpaid leave of absence including long term disability is not credited service for the purposes of a subsequent sabbatical leave.

14.3 Sabbatical Leave Committees

14.3.1 Department Sabbatical Leave Committee

14.3.1.1 Each Department shall have a Department Sabbatical Leave Committee chaired by the Department Chair and made up of five (5) tenured Department members. Where a Department does not have five (5) tenured members, the additional members shall come from a cognate department within the same Division, Faculty or School.

14.3.2 University Sabbatical Leave Committee
The University shall establish a University Sabbatical Leave Committee to be chaired by the Associate Vice-President Research and Graduate Studies. The University Sabbatical Leave Committee shall include the Chair, a sufficient number of tenured members

appointed by Senate to adequately represent the range of disciplines, range of ranks, range of academic roles, and kinds of scholarly or professional work at the University, and one (1) non-voting Faculty Association observer. Members appointed by Senate on the University Sabbatical Leave Committee shall have been on sabbatical leaves during their careers. The University Sabbatical Leave Committee will ensure that when an application is reviewed at least one voting member of the University Sabbatical Leave Committee will be from the applicant's Division, Faculty or School.

- 14.3.2.1 No member shall serve on the Department Sabbatical Leave Committee and the University Sabbatical Leave Committee in the same academic year.

14.4 Departmental Sabbatical Leave Plan

- 14.4.1 Annually, the Department Chair will consult with members of the Department to prepare a sabbatical leave plan that will be recommended to the appropriate Dean by September 15. The sabbatical leave plan shall consist of the following:

- (a) A rolling schedule of projected sabbatical leaves of Department members during the next three years;
- (b) A projected course schedule that attempts to minimize the disruption of course delivery due to sabbatical leave absences during the three year period; and
- (c) An estimate of the costs of covering additional course instruction, if needed, due to projected sabbatical leaves.

14.5 Application

- 14.5.1 Application for sabbatical leave shall be submitted to the Department Chair before October 1 of the academic year preceding the year of the leave. Application shall be made on the approved form and shall include:
- (a) The proposed starting date and length of the proposed sabbatical leave;
 - (b) A statement of:
 - (i) The scholarly or professional or creative purposes of the proposed leave;

- (ii) Its intended benefit to the Member and to the University;
 - (iii) A clear plan of the activities contemplated and anticipated scholarly or professional or creative outcomes including the planned dissemination of findings;
 - (iv) The location of the proposed project or projects; and
 - (v) if applicable, a copy of previous Sabbatical Leave plans and reports.
- (c) An updated curriculum vitae and Annual Professional Activity Reports according to Article 7.2 from the previous 3 years; and
 - (d) Any other information the Member wishes to provide.

14.6 Application Review Procedure

14.6.1 The Department Sabbatical Leave Committee shall review all applications and make recommendations to grant, defer or deny based on:

- (a) The merits of the proposed program of scholarly, professional and/or creative activities in terms of the benefits to the University and the Member and the purpose of sabbatical leaves as described in Article 14.1;
- (b) The feasibility of the proposed program of scholarly, professional and/or creative activities in light of the Member's performance in the three years preceding the request; and
- (c) The impact on the budget and academic programs of the Department.

14.6.1.1 The applicant may be invited to discuss the application with the Departmental Sabbatical Leave committee for the purpose of clarifying the information within the application.

14.6.2 By November 1, the chair of the Department Sabbatical Leave Committee shall provide to the Dean and Member a written summary of the Committee's appraisal and recommendation to

grant with or without conditions to be met prior to the start of the leave, to defer or to deny the sabbatical leave. If the recommendation of the Department Sabbatical Leave Committee is to defer or deny the leave, the Member may submit a letter of rebuttal to the Dean by November 5.

14.6.3 The Dean shall review all recommendations and submit them, with the Dean's recommendation, to the Chair of the University Sabbatical Leave Committee by November 15. The Dean's recommendation and any additional comments or information provided by the Dean shall be copied to the Department Chair and the Member. If the recommendation of the Dean is to defer or deny the leave, the Member may submit a letter of rebuttal to the University Sabbatical Leave Committee by November 20.

14.6.4 The University Sabbatical Leave Committee shall review all sabbatical leave applications and make the decision whether to grant with or without conditions to be met prior to the start of the leave, to defer or to deny the leave. The decision shall be based on the merits and feasibility of the proposed program of scholarly, professional and/or creative activities to be conducted by the Member during the period of sabbatical leave, the value to the Member and the value to the University. The decision shall be made based on a review of the following materials:

- (a) The application;
- (b) The recommendation of the Department Sabbatical Leave Committee;
- (c) The response of the Member, if any, to the recommendation of the Department Sabbatical Leave Committee;
- (d) The recommendation of the Dean and any additional information provided by the Dean;
- (e) The response of the Member, if any, to the recommendation of the Dean;
- (f) The Member's Annual Professional Activity Reports for the preceding three (3) years;
- (g) The applicant's past sabbatical leave performance;
- (h) The Department's sabbatical leave plan;
- (i) The Division, Faculty or School strategic academic and scholarship plan; and

(j) The budgetary impact on the Division, Faculty or School.

14.6.4.1 The applicant may be invited to discuss the application with the University Sabbatical Leave committee for the purpose of clarifying the information within the application.

14.6.5 By January 15, the Member shall be notified by the chair of the University Sabbatical Leave Committee of the decision to grant, defer or deny a sabbatical leave. All decisions shall be conveyed to the Member in writing, and shall include reasons for the decision.

14.6.6 A Member whose Sabbatical Leave has been granted according to Article 14.6.4 may, at her/his option, apply to the Associate Vice-President Research and Graduate Studies to have a portion of her/his salary considered as a research grant. Such an application shall be made at least four months prior to the commencement of the sabbatical leave and follow the regulations of the Canadian Customs and Revenue Agency (CCRA).

14.7 Deferred Sabbatical Leave

14.7.1 The University Sabbatical Leave Committee may defer the granting of an approved sabbatical leave to a Member for a period of up to one (1) academic year. In order to assist the University Sabbatical Leave Committee to determine whether a deferral is warranted, the University Sabbatical Leave Committee shall consider the following:

- (a) Departmental Sabbatical Leave Plan according to Article 14.4, along with the Dean's evaluation of the implications of such a plan,
- (b) A list of Members who have stated their willingness to defer voluntarily their sabbatical leave in order to accommodate the sabbatical plan, and who are therefore eligible for compensation under Article 14.2.1

The University Sabbatical Leave Committee will only defer a meritorious and feasible sabbatical leave as defined in Article 14.6.4 if they find that professional, teaching and/or scholarship needs within the University would be jeopardized or when the University

would incur unbudgeted costs as a result of the Member's leave or any other reasonable justification agreed to by the Parties.

14.7.2 Article 14.2.1(d) applies to those Members whose sabbatical leave has been deferred by the University Sabbatical Leave Committee.

14.7.3 In extenuating circumstances, the Member may make a request to the Dean to defer his/her Sabbatical leave as approved in Article 14.6.4. Such a request shall be made in writing, including, an explanation of the extenuating circumstances. Such requests shall not be unreasonably denied by the Dean. Article 14.2.1(d) shall not apply when the Member requests deferral.

14.8 Conditions While on Sabbatical Leave

14.8.1 The assigned duties of the Member on sabbatical leave shall be the work described in the approved sabbatical leave process. For a Member taking a six-month sabbatical leave, the workload during the portion of the academic year when the Member is not on leave shall be one-half those normally expected of that Member as determined by Article 10.

14.8.2 Chair stipends are discontinued during sabbatical leave.

14.8.3 A Member may receive outside assistance in the form of grants or scholarships, and may engage in outside professional activities in accordance with University Policy while on sabbatical leave.

14.8.4 Sabbatical leaves are not intended for the purpose of enhancement of a Member's income, although arrangements which result in income while fully meeting the objectives of the sabbatical leave plan are not prohibited as long as they are approved as part of the application in Article 14.6. Teaching shall be allowed during Sabbatical Leave as long as it is approved as part of the application in Article 14.6.

14.8.5 A Member shall continue to receive the University's health and welfare benefit plans while on sabbatical leave. Pension

contributions will be paid in compliance with the regulations of the College Pension Plan.

- 14.8.6 The Member shall receive all applicable salary adjustments that occur during the period of sabbatical leave.

14.9 Conditions Upon Return From Sabbatical Leave

- 14.9.1 A Member receiving Sabbatical Leave shall be obliged to return to the University and resume duties for a period equal to the period of absence on leave. Should a Member not satisfy this condition, the Member shall be indebted to the University for the sum of the salary, benefits and pension contributions paid to the Member by the University during the leave. If a faculty member returns to the University for a period of time less than the length of the leave, the reimbursement will be prorated accordingly.

- 14.9.2 Within sixty (60) working days of returning from a sabbatical leave Members will submit electronically to the Chair, the Dean and the Associate Vice-President Research and Graduate Studies a report on the Activities and outcomes of the leave. These reports will be posted on the University's Research web site.

14.10 Annual Report of the University Sabbatical Leave Committee

- 14.10.1 The Associate Vice-President Research & Graduate Studies will provide to Senate and the Board, an annual statistical report stating the number of sabbatical leaves granted, deferred and denied, listed by department. The report will be posted on the University's Research web site.

ARTICLE 15- PROFESSIONAL DEVELOPMENT AND ALLOWANCES

15.1 Professional Development

15.1.1 Maintaining the currency of subject knowledge to enhance course development, preparation, and instructional effectiveness and instructional support should be the primary professional development activity of employees. To this end a period of professional development time is available to employees in all instructional and instructional support areas.

15.1.2 Professional Development Time

15.1.2.1 The intent of professional development time is to provide for and encourage currency in one's discipline, technological or work area. What constitutes currency in one's discipline, technological or work area must be determined by the individual, the individual's peers, industry and/or one's profession. Employees will prepare an Annual Professional Activity Report on a form that is mutually acceptable to the Parties.

15.1.2.2 Professional development entitlements are outlined in Article 10 for instructional employees, and Article 15.1.2.5 for laboratory faculty/instructional assistants and instructional support employees.

15.1.2.3 Employees may bank professional development entitlement if they agree to instruct without additional remuneration during their normal professional development time; or if exceptional circumstances prevent employees from using professional development entitlement during a work year. Requests to bank professional development entitlement for use in subsequent years must be made in writing no later than October 1. Such requests must be approved by the department chair and the appropriate dean or director.

15.1.2.4 Professional development time may be taken in a block or it may be averaged over a work year in a manner mutually agreed to by the employee and appropriate Chair or immediate supervisor. The employee in conjunction with the department chair shall determine

the appropriate manner for the use of professional development time.

- 15.1.2.5 Laboratory Faculty/instructional assistants, and instructional support employees shall be entitled to twenty (20) days of professional development in each University year. The timing of this professional development is to be mutually agreed between the immediate supervisor and the appropriate Dean or Director.

15.1.3 Course Development and Preparation

Professional development time may be used to complete course development and preparation activities when a summative evaluation report indicates a need for an employee to review or revise course content or delivery. Employees may also use professional development time for course development and preparation when requested by the department Chair or when the employee does so under the provisions of Article 15.1.2.1.

15.2 Professional Allowances

- 15.2.1 Effective April 1, 2007 the University will establish a Professional Allowance for each member from which individual members shall be reimbursed for eligible expenses according to University policies and Canada Customs and Revenue Agency requirements.
- 15.2.2 The University shall make available to each Tenured, Tenure-track, Continuing or Limited Term Contract member a Professional Allowance of \$1,550 for the period from April 1 2013 to March 31 2014. This Professional Allowance shall be increased by \$50 annually.
- 15.2.2.1 The University shall make available to each Tenured part-time member a pro-rated Professional Allowance based on actual work performed.
- 15.2.2.2 Continuing Sessional members shall be eligible to receive up to \$1,000 Professional Allowance per academic year, subject to the availability of funds, from the Division, Faculty or School funds as specified in Article 15.2.6.

- 15.2.3 The Professional Allowance is to be used for the purchase of items related to the performance of the Member's University career-related professional and/or teaching duties. The Professional Allowance shall neither be used for professional fees as identified in Article 16.2 nor for any items or expenses currently provided or reimbursed by the University.
- 15.2.3.1 Professional Allowance expenditures that can be classified as University career-related includes:
- (i) purchase of books and subscriptions to scholarly journals;
 - (ii) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, conferences and similar activities;
 - (iii) expenses directly associated with teaching, professional or scholarship activities;
 - (iv) travel-related expenses associated with meetings, conferences, or other similar
 - (v) professional activities not covered by or in excess of other travel grants.
- 15.2.4 Reimbursement for claims under this article shall follow University policy and procedure. Claim(s) may be submitted at any point after expenses are incurred, except that submitted claims shall not be less than \$100 in total, unless the total for the year is less than \$100. Claims must be submitted at least once a year no later than April 1st.
- 15.2.5 Monies unspent in a member's Professional Allowance in an academic year shall be added to the member's Professional Allowance for the next academic year, provided that the total in any year does not exceed the sum of the annual allowances provided in the previous four (4) years. Any funds that exceed the allowable carryover will revert to the Division, Faculty or School Council, which shall collegially set criteria for the accountability and distribution of these funds.
- 15.2.6 Upon commencement of employment all newly hired eligible members will receive the full annual Professional Allowance amount. A member must have worked a minimum of six (6)

months to receive their next annual Professional Allowance on April 1.

- 15.2.7 Retiring or terminating members are not entitled to a pay out of any unused portion of their Professional Allowance upon separation from the University. A member retiring or resigning within six (6) months after April 1 shall not be entitled to an allowance for that year.
- 15.2.8 Members on long-term disability or on a leave of absence without pay are not entitled to accrue Professional Allowance. Any remaining money in a member's account will be retained until they return to work, as long as the total amount does not exceed the sum of the annual allowances provided in the previous four (4) years.

ARTICLE 16 - GENERAL

16.1 Relocation Expenses

- 16.1.1 An employee accepting a tenure-track appointment is eligible for relocation expenses of up to one (1) month's salary at Step 12 of the TS Scale, subject to supplying the required receipts according to the moving expenses administrative guidelines of the University. Such relocation expenses are provided to the employee as a 3-year forgivable loan. In the event that the employee voluntarily resigns from the University prior to three (3) years of service being completed, the forgivable loan is repayable to the University on a pro-rated basis.
- 16.1.2 An employee accepting a full time sessional for more than a month and less than a year or limited term contract appointment is eligible for an incoming relocation allowance of up to \$850.00. The relocation allowance will include moving of personal effects and travel expenses for the employee and his or her dependents between his or her previous location and Kamloops. Expenses, including travel expenses and accommodation at the University rate, will be allowed during normal travel time between the previous location and Kamloops. Receipts for relocation and travel expenses must be submitted to the Director, Human Resources to substantiate the claim for reimbursement.
- 16.1.3 If a continuing or tenure-track employee's contract is not renewed because of budgetary reasons by the University, then the University will help pay for the employee to relocate to a new place of employment. The University shall reimburse the employee up to two-thirds (2/3) of one (1) month's salary at Step 12 of the TS Scale upon completion on one (1) year of assigned duties. The University shall reimburse the employee up to one-third (1/3) of one (1) month's salary at Step 12 of the TS Scale upon completion of two (2) years of assigned duties. Reimbursement requires that receipts are submitted to the Director, Human Resources as in Article 16.1.1 above.

16.2 Professional Fees

Effective April 1, 2001, professional fees will be University paid for all employees who are required by the University to hold a professional certification as a condition of employment.

16.3 Retirement Incentive

16.3.1 Eligibility

16.3.1.1 An employee must be at least 55 years of age and at the highest achievable step of the Assistant Professor/ Lecturer/ Librarian I/ Counsellor I/ Instructional Support I salary scale or higher.

16.3.1.2 An employee must have a minimum of ten years of full-time equivalent service in the BC Post-Secondary System.

16.4 Phased Retirement

16.4.1 Members may request and the University may grant Phased Retirement. Once an agreement for phased retirement has been reached and signed the member is irrevocably committed to retire.

16.4.2 Phased retirement will be available to members who are at the highest achievable step of the Assistant Professor/ Lecturer/ Librarian I/ Counsellor I/ Instructional Support I salary scale or higher on the 30th of June and have reached the age of 55 or greater.

16.4.3 A member will give written notice of his/her intention to participate in the one or two years phased retirement program twelve (12) months in advance of the proposed commencement of phased retirement along with the intended progressive reduced workload as per Article 10 for each year of the phased retirement program.

16.4.4 The salary of the member during the phased retirement period will be based on the following:

- i. Actual workload performed; and
- ii. Phased Retirement Supplement (PRS).

16.4.5 The PRS shall be equal to the difference between the salary and benefits for that portion of the member's workload no longer performed by the member and the salary and benefits of the sessional cost when that work is replaced. If the workload no longer being performed is not replaced, the PRS shall equal the salary and benefits for that workload. The research component for Tripartite Faculty is a three course release for the purposes of phased retirement calculations.

16.4.6 The member's and the University's contributions to the pension plan will be in accordance with the College Pension Plan guidelines based on the salary actually paid to the member.

16.4.7 TRU shall continue to pay 100% of all health and welfare benefits during the phased retirement program.

16.5 Waiver of Course Registration Fees for TRU Courses

16.5.1 All employees may take TRU courses without paying fees, provided that their taking the course is of benefit to the University, as determined by the President.

16.5.2 When an employee wants to enrol in a course other than as provided for in Article 16.5.1, the employee may enrol without paying course tuition fees provided that all fee-paying students are given first priority.

16.5.3 An immediate family member of an employee may enrol in any TRU course without paying course tuition fees provided that all fee-paying students are given first priority. For the purpose of this article, an immediate family member is defined as a spouse or a dependent child, 25 years of age or under.

- 16.5.4 This article only provides course tuition fee waiver. All employees and immediate family members benefiting from this article must pay all other costs.
- 16.5.5 If the class size is limited, employees and immediate family members taking advantage of this article shall be expected to make room for fee-paying students. In all cases, fee-paying students shall be given first priority.
- 16.5.6 Graduate, Juris Doctorate (J.D.), Continuing Education, and Open Learning courses are excluded from Articles 16.5.2 – 16.5.5.
- 16.5.7 Juris Doctorate (J.D.), Continuing Education, and Open Learning courses are excluded from Article 16.5.1.

16.6 Contract Interpretation Owing to Major Revision

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

16.7 Education Loan

- 16.7.1** All members holding a Continuing Sessional, Limited Term Contract, Continuing, Tenure-track, or Tenured appointments, shall be eligible to apply for an interest free Education Loan to assist with the costs of obtaining additional academic qualifications that meets specific needs, goals and objectives identified by the University.

The University shall make available sufficient funds to approve up to 12 loans of \$15,000 maximum per year. Applications may be made once annually by April 1. Applications shall be made in writing to the Provost & Vice-President Academic, outlining the proposed program of study, the expected benefits to the member and the University, and the anticipated costs. The Provost & Vice-President Academic, after consultation with the Dean and the Department Chair, shall decide whether to offer an interest free Education Loan, based on:

- (a) the relationship of the proposed program of study to the needs of the University;
- (b) the recommendations of the Chair and the Dean; and
- (c) the relationship between the proposed program of study and the Department's Strategic Academic Plan; and
- (d) the cost of the program.

The decision of the Provost & Vice-President Academic shall be final and shall be communicated within 20 working days to the member, in writing, with reasons stated for any decision.

If the loan is approved, the University will arrange for repayment in equal monthly instalments through payroll deduction based on the mutually agreed upon term. The maximum repayment period shall be seven (7) years.

A Member shall not normally be indebted to the University for more than \$15,000.

Within the terms of the repayment plan above a member receiving an Education Loan shall be indebted to the University for the entire amount of the loan. In the event that the member leaves his/her position for any reason, the outstanding debt shall be paid in full. The University can deduct amounts owed to it with respect to an educational loan from any amounts owing by the University to the Member, and this Agreement constitutes written permission for the University to do so.

16.8 University Assignment - Compensation for Expenses

If an employee is required by the University to attend conferences, lectures, short courses, or similar functions, the employee shall be compensated for expenses approved by the President.

16.9 TRU World International Assignments

This article is without prejudice and without precedent to either party's position on jurisdiction.

This article applies to TRU faculty on voluntary international assignments delivering credit programming abroad.

This article is not applicable to foreign nationals who are employed by the host institution in the host country.

Qualified TRU faculty will be given the first opportunity for international assignments. If no qualified TRU faculty member chooses to accept the assignment and compensation package, TRU reserves the right to hire externally.

This article applies only to a faculty member. TRU does not assume any costs associated with family members accompanying a faculty member abroad.

The maximum length of a voluntary international assignment shall be 24 months, unless mutually agreed by the parties.

Voluntary International Assignments

For voluntary international assignments, only the following provisions apply to TRU faculty.

Departmental Approval

International assignments are voluntary and are not part of regular workload. International assignments are subject to approval of Dean and Chair and confirmation that the voluntary international assignment will not jeopardize domestic programming.

Total Compensation

Total compensation includes salary. Because the circumstances of international assignments can vary depending on country, partner or the terms of the contract, in some situations total compensation

may also include some combination of housing, local transportation, meals, and other amenities.

Total compensation will be arranged for each international contract and will identify the compensation package offered to a faculty member(s). The TRUFA will be provided with the full details of the contract and a detailed schedule of the total compensation prior to the commencement of the assignment. The TRUFA agrees to keep confidential the details of any contract.

Health & Welfare Benefits:

For those currently enrolled in the TRU Health and Welfare benefits plans, such coverage shall continue as per the current plan coverage. TRU recommends that the faculty member purchase additional medical insurance at their own expense. MSP is applicable as per plan coverage. For voluntary international assignments up to 1 year in duration, MSP coverage must be maintained. For voluntary international assignments exceeding 1 year, TRU will advise the faculty member of the applicable plan coverage.

Pension:

For those currently enrolled in the College Pension Plan, pensionable contributions and service are as determined by the Plan. While on voluntary international assignment, both the faculty member and TRU will continue applicable contributions.

WCB Coverage:

Applies as per statute.

Cancellations:

In the event that it is necessary, TRU World may cancel the assignment on short notice. When TRU World cancels the assignment, the faculty member shall not incur any out-of-pocket expenses as a result of the cancellation. This provision will not apply to family members traveling with the faculty member.

In the event that the cancellation is initiated by the faculty member, the faculty member will normally be responsible for costs incurred.

Statutory Holidays:

Statutory holidays in the country of work will apply. Canadian statutory holidays will not apply for international assignments.

Orientation:

The faculty member will be provided with an orientation including risk assessment, the project, the culture and country, travel, health and welfare benefits, medical and safety concerns, and other issues related to the international assignment. The faculty member must register prior to departure with the Travel Risk Office at TRU World.

Emergencies and Emergency Evacuations:

TRU will provide one or more 24 hour contact numbers, email addresses or fax numbers to ensure the timely contact with a responsible official of the University who will make every effort to assist in resolving the emergency problem apprehended or experienced by the faculty member. TRU will consult with the appropriate embassy or consulate in the event of an emergency.

A faculty member who reasonably believes that his/her health or safety is in imminent danger has the right to leave the country. TRU will pay for reasonable expenses in the event of emergency evacuation. This provision will not apply to family members traveling with the faculty member.

Indemnification:

TRU indemnifies and saves harmless a faculty member on a voluntary international assignment from all costs, charges, expenses that are incurred as a result of execution of duties as an employee of TRU, except those costs incurred by wilful neglect or default.

Travel Costs:

TRU will provide economy return airfare for the international assignment. Ground transportation will be provided for the faculty member at the point of arrival and departure of the assignment. Upgrades and personal travel costs are the responsibility of the faculty member.

Miscellaneous Costs Paid by TRU:

- Immunization and Visa costs for the faculty member.
- Entry fee into the country.
- Departure tax.

Miscellaneous Costs Not Paid by TRU:

- Expenses related to securing a passport are the responsibility of the faculty member.
- The parties recommend that the faculty member purchase cancellation insurance at the faculty member's expense.
- Overweight luggage charges for personal effects are the responsibility of the faculty member.
- The parties recommend that the faculty member purchase additional medical insurance at the faculty member's expense.
- Expenses incurred by or on behalf of an accompanying family member are the responsibility of the faculty member.

Returning from an International Assignment:

A faculty member on a voluntary international assignment for a period exceeding 2 months and up to 24 months will return to their regular position.

APPENDIX A- SALARY SCHEDULES**APRIL 1, 2012 TO MARCH 31, 2014****TS Scale**

Step	Effective April 1, 2012	Effective April 1, 2013
TS-30	127,500	130,050
TS-29	125,460	127,969
TS-28	123,420	125,888
TS-27	121,380	123,808
TS-26	119,340	121,727
TS-25	117,300	119,646
TS-24	115,260	117,565
TS-23	113,220	115,484
TS-22	111,180	113,404
TS-21	109,043	111,224
TS-20	106,817	108,954
TS-19	104,592	106,684
TS-18	102,366	104,414
TS-17	100,142	102,144
TS-16	97,360	99,307
TS-15	94,577	96,469
TS-14	91,796	93,632
TS-13	89,014	90,795
TS-12	86,233	87,957
TS-11	82,894	84,552
TS-10	80,113	81,715
TS-09	77,887	79,445
TS-08	74,640	76,132
TS-07	71,906	73,344
TS-06	69,172	70,556
TS-05	66,439	67,767
TS-04	63,705	64,979
TS-03	60,972	62,191
TS-02	58,237	59,402
TS-01	55,503	56,613

Floors and Ceilings for each Rank in the Tripartite and Bipartite Appointments

Rank	Floor	Ceiling
Assistant Professor/ Lecturer/ Librarian I/ Counsellor I/Instructional Support I	TS-1	TS-12
Associate Professor/ Senior Lecturer/ Librarian II/ Counsellor II/ Instructional Support	TS-5	TS-28
Full Professor/ Principal Lecturer/ Librarian III/ Counsellor III/ Instructional Support III	TS-9	TS-30

Instructor I Salary Scale

Step	Effective April 1, 2012	Effective April 1, 2013
I1-12	61,233	62,457
I1-11	59,328	60,515
I1-10	57,427	58,576
I1-09	55,539	56,650
I1-08	53,636	54,708
I1-07	51,733	52,768
I1-06	49,845	50,842
I1-05	47,943	48,902
I1-04	46,040	46,961
I1-03	44,152	45,035
I1-02	42,249	43,094
I1-01	40,347	41,154

Laboratory Faculty/Instructional Assistant Salary Scale

Step	Effective April 1, 2012	Effective April 1, 2013
LF-10	55,539	56,650
LF-09	53,637	54,709
LF-08	51,733	52,768
LF-07	49,845	50,842
LF-06	47,943	48,902
LF-05	46,040	46,961
LF-04	44,152	45,035
LF-03	42,249	43,094
LF-02	40,346	41,153
LF-01	38,444	39,213

Sessional Rates for Qualified Teaching/Instructional Support Faculty**April 1, 2012 – March 31, 2014**

Category	Formula for calculation of salary	April 1, 2012	April 1, 2013
Teaching Faculty in Semesterized Programs	$(TS-01 \times 0.8) \times (\# \text{ of credits}/24 \text{ credits}) = \text{Salary}$	\$1850.11/credit	\$1887.11/credit
Vocational Non-Trades in Non-semesterized Programs	$(TS-01 \times 0.8) \times (\text{contract hours}/640 \text{ hours}) = \text{Salary}$	\$69.38/hour	\$70.77/hour
Vocational Trades in Non-semesterized Programs	$(TS-01 \times 0.8) \times (\text{contract hours}/850 \text{ hours}) = \text{Salary}$	\$52.24/hour	\$53.28/hour
Instructional Support	$(TS-01 \times 0.8) \times (\text{contract hours}/1120 \text{ hours}) = \text{Salary}$	\$39.65/hour	\$40.44/hour

Sessional Rates for Teaching/Instructional Support Faculty Who Do Not Meet Posted Qualifications**April 1, 2012 – March 31, 2014**

Category	Formula for calculation of salary	Effective April 1, 2012	Effective April 1, 2013
Teaching Faculty in Semesterized Programs	$(I1-04 \times 0.8) \times (\# \text{ of credits}/24 \text{ credits}) = \text{Salary}$	\$1534.66/credit	\$1565.35/credit
Vocational Non-Trades in Non-semesterized Programs	$(I1-04 \times 0.8) \times (\text{contract hours}/640 \text{ hours}) = \text{Salary}$	\$57.55/hour	\$58.70/credit
Vocational Trades in Non-semesterized Programs	$(I1-04 \times 0.8) \times (\text{contract hours}/850 \text{ hours}) = \text{Salary}$	\$43.33/hour	\$44.20/hour
Instructional support	$(I1-04 \times 0.8) \times (\text{contract hours}/1120 \text{ hours}) = \text{Salary}$	\$32.89/hour	\$33.54/hour

Category 5 Faculty
YMCR Basic Computer Courses

Effective April 1, 2012

UNIT RATE	STEP PLACEMENT	CRITERIA
22.49	(a)	Does not meet minimum qualifications
28.26	1	No formal education qualifications - qualifies on computer and/or instructional experience
32.07	2	Certification or diploma relevant to the field of instruction
37.51	3	Relevant degree, professional designation or equivalent qualification
41.57	4	Master's degree or equivalent combined education and experience

UNIT RATE	STEP PLACEMENT	CRITERIA
22.94	(a)	Does not meet minimum qualifications
28.83	1	No formal education qualifications - qualifies on computer and/or instructional experience
32.71	2	Certification or diploma relevant to the field of instruction
38.26	3	Relevant degree, professional designation or equivalent qualification
42.40	4	Master's degree or equivalent combined education and experience

The following note will remain in effect for Category 5 Faculty

Note:

1. 500 instructional units of satisfactory teaching experience will qualify the instructor for placement at the next level on scale.
2. The workload for Category 5 part-time employees will be based on the Vocational Non-Trades annual workload, averaged over the hiring year.

APPENDIX B- LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

PRESIDENT AND VICE-CHANCELLOR THOMPSON RIVERS UNIVERSITY APPOINTMENT TO A FACULTY POSITION

The parties mutually agree as follows:

Upon the completion of the term(s) as President and Vice-Chancellor of Thompson Rivers University the incumbent shall assume a tenured faculty position in the relevant Faculty/School at the rank of Full Professor.

TRU shall create a position in his/her discipline area, if no vacant position exists. No existing Tenured, tenure-track, continuing or limited term employee in the relevant discipline will be displaced in creating this new position.

Should the candidate be terminated from the position of President and Vice-Chancellor for just cause, the employment relationship with TRU shall end.

LETTER OF UNDERSTANDING #2

**SELECTION AND APPOINTMENT FOR NEW OR VACANT POSITION:
PROVOST & VICE-PRESIDENT ACADEMIC
&
ASSOCIATE VICE-PRESIDENT RESEARCH & GRADUATE STUDIES
&
DEAN AND ASSOCIATE DEAN**

Selection:

When a continuing vacancy arises, the above named positions will be advertised concurrently both internally and externally. In each case, a Search Committee shall be struck with a composition that strives for gender balance as per TRU's recruitment policy. Each Search Committee will be comprised accordingly:

Provost & Vice-President Academic: Chaired by the President, the Search Committee shall be comprised of one Board representative, five administrators, four faculty, one support staff and one student representative. Senate will determine a process to choose the faculty, student and support staff representatives for the Search Committee.

Associate Vice-President Research & Graduate Studies: Chaired by the Provost & Vice-President Academic, the Search Committee shall be comprised of 2 Deans, 5 faculty members, and 1 graduate student. Senate will determine a process to choose the faculty and student representatives for the Search Committee.

Dean and Associate Dean: Chaired by the applicable Vice-President or designate, the Search Committee shall be comprised of at least 50% faculty members. The faculty in the division/school will determine a process to choose search committee members. The balance of the Committee shall be comprised of administrative staff or their designates and a student representative.

For all positions, the Search Committees will establish qualifications and selection criteria and shall submit both qualifications and selection criteria to the President for approval. Should the President not approve them, he/she shall provide the applicable Committee with written reasons.

The Committees will be responsible for short-listing candidates and conducting interviews; however, TRU may also use the services of a professional search firm

to assist in this process. As part of the short-listing process, the appropriate department will vet the curriculum vitae of the candidate(s). The department will also have the opportunity to interview the short-listed candidate(s) and provide the Search Committee with input as to the suitability of the candidate's credentials for a position in the department. In addition, during the search process, all members of the University community shall have the opportunity to meet with the short-listed candidates and provide feedback to the Search Committee.

For each selection, the applicable committee shall make a recommendation to the President, who will make an appointment based upon the advice received from the Search Committee and the TRU constituent groups. If the President does not accept the recommendation of the Committee, she/he shall provide written reasons to the Committee and the Committee shall either consider other applicants or re-advertise the competition.

Term:

Appointment to the Associate Dean position will be for four (4) years. Appointment to all other positions will be five (5) years. The term may be renewed for a second term. If an internal faculty employee is the successful candidate for the position, his/her faculty position will be filled with a Limited Term Contract appointment. If the successful candidate is renewed for a second term, the faculty member filling the LTC will be given a continuing position immediately, subject to a satisfactory performance evaluation. If the successful candidate is external, he/she will be hired as a faculty employee and seconded into the position.

Evaluation:

The Provost & Vice-President Academic: At the conclusion of the first year, the President will conduct an evaluation. This process will provide faculty an opportunity to submit written feedback. A formal Administrative evaluation shall be conducted at the end of the 4th year. A formal evaluation shall consist of objectively supported written reports from the Associate Vice-President(s), Dean(s), Chair(s), faculty employees, staff and students, and external constituents, as appropriate, and submitted to the President. If the Provost & Vice-President Academic's performance is acceptable as determined by the President, the incumbent may be renewed for one additional five (5) year term, up to a maximum of two terms.

The Associate Vice-President, Research and Graduate Studies shall be evaluated formatively at the end of the second year of the term. This formative evaluation process will be conducted by the Provost & Vice- President Academic and will include the opportunity for written faculty input. Following completion of the formative evaluation, the Provost & Vice- President Academic and Associate Vice-President, Research and Graduate Studies shall meet to review the results. A formal Administrative evaluation shall be conducted during the 4th year of the appointment. The formal evaluation shall consist of objectively supported written reports from the Associate Vice- Presidents, Deans, Chairs, faculty employees, staff and students, and external constituents, as appropriate, and submitted to the Provost & vice- President Academic. The Provost & Vice-President Academic will forward a recommendation to the President. If the performance of the Associate Vice- President, Research and Graduate is considered acceptable as determined by the President, the incumbent may be renewed for one additional five (5) year term, up to a maximum of two terms.

The Dean's performance shall be evaluated formatively after two years. Faculty input will be involved in the formative process. Following completion of the formative evaluation, the Vice-President and the Dean will meet to review the results of the activities. If needed, further developmental needs will be identified in writing. A formal Administrative evaluation shall be conducted at the end of the 4th year. The formal evaluation shall consist of objectively supported written reports from the Associate Dean(s), Chair(s), faculty employees, staff and students, and external constituents, as appropriate and submitted to the Vice-President. If the Dean's performance is acceptable, the incumbent may be renewed for one additional five (5) year term, up to a maximum of two terms.

The Associate Dean's performance shall be evaluated formatively after two years. Faculty input will be involved in the formative process. Following completion of the formative evaluation, the Dean and Associate Dean will meet to review the results of the activities. If needed, further developmental needs will be identified in writing. A formal Administrative evaluation shall be conducted at the end of the third year. The formal evaluation shall consist of objectively supported written reports from the faculty, Chair(s), students, staff and external constituents, as appropriate and submitted to the Dean. If the Associate Dean's performance is acceptable, the incumbent may be renewed for one additional four (4) year term up to a maximum of two terms.

Moving into a faculty position:

At the completion of the appointment, each incumbent shall assume a continuing faculty position. IN the case of an incumbent who previously held a TRU faculty position, he/she shall return to the bargaining unit with all employee rights including accrued seniority and increments.

In the case of an external incumbent who completes his/her term(s) or requests to voluntarily return to a faculty appointment prior to the completion of his/her term(s), the external candidate shall assume a continuing position with all employee rights including accrued seniority and increments earned. TRU shall create a continuing position in his/her discipline area, if no vacant position exists. Should an external candidate be terminated for just cause, the employment relationship with TRU shall end.

Prior to commencing a faculty position, the incumbent Provost & Vice-President Academic shall be provided with a sabbatical in accordance with the Board contract. For all other positions, the sabbatical shall be of at least one(1) semester (or suitable four-month period) in order to prepare for the faculty responsibilities.

Teaching or Non-administrative Assignment:

In order to maintain academic currency and contact with students, each of the administrators named in this LOU may hold a limited teaching assignment (or instructional support assignment) of one section or equivalent per academic year (or equivalent in vocational trade programs). In the case of the Associate Dean, this assignment may be one section per semester up to a maximum of two sections per academic year (or equivalent in vocational trade programs). The relevant department will approve the faculty work assignment. Such teaching or instructional support work shall not negatively impact continuing, limited term, continuing sessional or sessional positions. This agreement shall be made without prejudice to the Hope arbitration of September 7, 1995.

LETTER OF UNDERSTANDING #3**EXTERNALLY FUNDED RESEARCH CHAIRS**

In establishing these positions, Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association (TRUFA) agree to the following terms and conditions:

1. All terms and conditions of the Collective Agreement will apply to these positions except as indicated otherwise within this Letter of Understanding.
2. The following will occur/ be determined in accordance with the guidelines of the funding agency.
 - a. Eligibility for the position
 - b. Funding for expenditures
 - c. Term of appointment
3. The internal procedure for selecting candidates will follow the Collective Agreement hiring process with the following amendments:
 - a. The appointment provisions of the Collective Agreement will apply, except for a multidisciplinary posting, when more than one department may be involved in the appointments committee. The parties are committed to equity in the composition of the appointments committee and the short-listing of potential candidates.
 - b. The call for members on the appointments committee will be initiated by the Senate Research Committee; this committee will also select and notify the successful appointment committee members, one of whom will serve as chair of the appointments committee.
 - c. The Associate Vice-President Graduate and Research Studies will serve as an ex-officio member of the appointments committee for the purpose of ensuring the funding agency hiring procedures and requirements are followed.
 - d. The Associate Vice-President Research and Graduate Studies will be listed as the contact person on the posting.

- e. Once the appointments committee has short-listed the candidates, the members will ensure the committee membership is reflective of the discipline(s) of the candidates (if not, they will revise the membership of the committee to be reflective of the discipline(s) of the candidates).
 - f. The appointments committee will follow the interview process as outlined in the Collective Agreement, including both a discipline specific and campus wide presentation. The Associate Vice-President Research and Graduate Studies will also be invited to meet with the short-listed candidates as outlined in the Collective Agreement.
 - g. The appointments committee will recommend the selected candidate to the University President. The University President will make the final recommendation of the candidate to the funding agency following their guidelines.
- 4. Salary will be in accordance with the TS Scale in the Collective Agreement. The University may augment the salary of the candidate with a Research Chair stipend as per the guidelines of the funding agency.
 - 5. Initial appointment of the chairholder will be tenure-track with the designation of Assistant Professor, unless the candidate has held a documented tenured position at a university recognized by AUCC (or equivalent), in which case the initial appointment will be tenured and at the designation previously held according to Article 6 of the Collective Agreement.
 - 6. Following the completion of the term(s) as externally funded research chair, the chairholder will be eligible to continue in a tenure-track or tenured (as applicable) position. If no vacant position exists, Thompson Rivers University will create one.
 - 7. All the provisions of Article 6 of the Collective Agreement and the discipline specific criteria approved by Senate will apply for tenure and promotion. Candidates will be expected to provide evidence of scholarship, service and teaching competence in accordance with the departmental criteria for tenure and promotion.

8. The chairholder may request to teach one course per academic year under the terms of Article 10 of the Collective Agreement.
9. Evaluation of the performance of the chairholder will follow Article 7 of the Collective Agreement.
10. The chairholder will be eligible for all leaves within the Collective Agreement, but will follow the guidelines of the funding agency for taking such leaves.

If the conditions set forth by the funding agencies are in conflict with provisions of the Collective Agreement, representatives of the parties (ie. Vice-President Research and Graduate Studies representing the funding agency and a TRUFA representative) will meet to resolve the conflict.

LETTER OF UNDERSTANDING #4

RESEARCH ASSOCIATES

Research Associates are fully credentialed academic professionals collegially working in a self-directed manner alongside a faculty member holding an external research grant. A Research Associate requires a high level of academic training and/or related experience, and accepts a high level of responsibility. These positions are funded from the faculty member's external grant.

The Research Associate's main responsibility is to enable a scholarly research project to take place in the most effective and efficient manner possible. To do this the Research Associate will engage in one or more of the following tasks:

- Work in close association with the Grant Holder;
- Ensure the scholarly integrity of the research project;
- Plan the work that will be done;
- Organize and complete the work;
- Supervise support personnel;
- Analyze data;
- Present results at conferences or public venues;
- Write scholarly reports, papers and proposals;
- Create and design experiments;
- Approve and allocate budget expenditures; and
- Mentor graduate and undergraduate students.

In establishing the following positions, Thompson Rivers University and the Thompson Rivers University Faculty Association agree to the following terms and conditions:

1. These are full or part-time, Limited Term Contract research positions with an appointment period tied directly to the duration of external project funding.
2. Due to the defined appointment period of this position, the Research Associate is not eligible for conversion from Limited Term Contract to tenure-track terms and conditions of the Collective Agreement. Note: An internal sessional candidate successful in a Research Associate posting who has not converted to continuing sessional will not lose previously earned continuing sessional

eligibility credit. Such credit will be held in abeyance, but will not accumulate while the individual is in the Research Associate position.

3. Research Associate Faculty are placed on the appropriate salary scale in line with their qualifications, unless the salary level is specifically mandated by the external funding agency.
4. All costs of health and welfare and pension benefits will be borne by the external funding source.
5. For the purposes of workload allocation the Research Associates will fall within the category of Instructional Support Faculty.
6. Research Associates are eligible for all Limited Term Contract provisions in the Collective Agreement, except as noted in #2 above.
7. These positions will be advertised internally and externally.
8. Either Party to this agreement will provide ninety (90) working days written notice if they wish to renegotiate any provisions of the Letter of Understanding.

LETTER OF UNDERSTANDING #5

POSTDOCTORAL FELLOW

In establishing this position, Thompson Rivers University and the Thompson Rivers University Faculty Association agree to the following terms and conditions:

1. This is a full-time, limited term research position with a normal period of twenty-four (24) months. In exceptional circumstances, the Postdoctoral Fellow position may be extended to a maximum period of thirty-six (36) months.
2. This position is externally funded at a salary to be determined by the parties in accordance with the guidelines of the external funding agency.
3. Thompson Rivers University will contribute all costs of health and welfare and pension benefits.
4. The research responsibilities of the Postdoctoral Fellow will be determined in collaboration with the Principal Investigator of the external research grant.
5. This position will be advertised internally and externally.

LETTER OF UNDERSTANDING #6

**BACHELOR OF EDUCATION INSTRUCTOR/PRACTICUM
COORDINATOR**

Thompson Rivers University agrees to establish a new faculty position – Bachelor of Education Instructor/Practicum Coordinator – under the following conditions:

1. This position shall combine both an instructional component and an instructional support (practicum coordination) component.
2. The employee filling this position shall receive a tripartite appointment.
3. The instructional support (practicum coordination) and the instructional workloads may vary depending on the program requirements, but the instructional component shall not exceed 6 credits averaged over the appointment year.
4. Although the actual workload of both components may vary, the employee shall be provided with adequate release time from both instructional and instructional support (practicum coordination) duties to conduct scholarship.
5. The Bachelor of Education Instructor/Practicum Coordinator shall be placed on the TS Salary Scale in accordance with Article 11.5.1.2.

LETTER OF UNDERSTANDING #7

WELLNESS COORDINATOR

Thompson Rivers University and the Thompson Rivers University Faculty Association agree to establish the position of Wellness Coordinator with the following conditions:

1. The Wellness Coordinator is an instructional support coordinator positioning accordance with Appendix C.
2. The position has an instructional support workload of 35 hours per week.
3. The Wellness Coordinator is a member of the Counselling Department within the Student Development Division.
4. This position has primary responsibility for health and wellness education, including workshops, health promotion to students and staff, health needs assessments and health advocacy.
5. The salary of the Wellness Coordinator shall be in accordance with Article 11.5.9.

LETTER OF UNDERSTANDING #8

COORDINATOR, CENTRE FOR TEACHING AND LEARNING

Thompson Rivers University agrees to establish a faculty position, Coordinator, Centre for Teaching and Learning, effective May 1, 2006.

The parties agree that the following conditions will apply:

- Thompson Rivers University will assign this position to a Faculty, School or Division.
- The faculty employee selected will be re-assigned on the basis of a workload of 75% as Coordinator of the Centre and 25% instruction.
- The term of this re-assignment will be for two years.
- Scholarly activity and its evaluation, if appropriate, will be determined by agreement of the parties.
- The faculty employee who is selected to replace the re-assigned employee shall be appointed to a 75% limited term contract position for the two-year re-assignment period.

LETTER OF UNDERSTANDING #9

**WRITER-IN-RESIDENCE POSITION
ENGLISH & MODERN LANGUAGES DEPARTMENT**

Thompson Rivers University agrees to establish a Writer-in-Residence faculty position in the Department of English and Modern Languages.

The Parties agree that the following conditions will apply to the faculty employee who is appointed to this position:

- Will be given a limited term contract not to exceed two years.
- Will be assigned a tripartite workload.
- Will fulfil Scholarship requirements with creative output.
- Will be covered by all provisions of the Collective Agreement.

LETTER OF UNDERSTANDING #10

HIRING OF THE CHIEF LAW LIBRARIAN

Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association (TRUFA) agree to the following provisions when hiring the Chief Law Librarian:

- LOU #2- *Dean and Associate Dean Selection and Appointment for New or Vacant Positions* from the 2004-2010 TRU/TRUFA Collective Agreement shall be used for the hiring of the Chief Law Librarian.
- The Search Committee shall include a TRUFA faculty member and a TRUFA librarian as part of the faculty member component
- All provisions related to Associate Dean in LOU #2 shall be applied to the successful candidate.

LETTER OF UNDERSTANDING #11

**Between Thompson Rivers University Faculty Association and
Thompson Rivers University
Regarding Nicola Valley Institute of Technology and the TRU School of Social
Work and Human Services**

1. The Parties agree to the Nicola Valley Institute of Technology (NVIT) offering instructional services leading to a Bachelor of Social Work degree for First Nations students at NVIT as specified in a contract covering the period August 1, 2008 to July 31, 2012.
2. Specifically, the Parties agree to allow NVIT instructional staff to teach TRU courses in the Bachelor of Social Work program at NVIT.
3. This partnership is a unique arrangement designed to achieve a worthy educational goal and cannot be used to provide a precedent for the delivery of any TRU programs in the future.
4. Either Party can initiate a review of this agreement at any time.

LETTER OF UNDERSTANDING #12**PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS**

The Parties agree that it is in the interests of both the member and the University to enable a member to remain at work when the member is only partially disabled.

“Partially disabled” for the purpose of this Letter of Understanding means that the member is unable to do a portion of his/her normal workload where such portion is agreed by the University to conform to the configuration of member workload in the member’s instructional or non-instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area.

The application of this definition is subject to the University’s legal duty of accommodation. Determination of whether the member is partially disabled as defined above shall be by the short-term disability benefits carrier.

A member who is determined to be partially disabled will be entitled to sick leave under Article 13.5.1 on a pro-rated basis until the member has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for short-term disability benefits the member must complete the qualifying period within six (6) months of the date the member commenced part-time sick leave.

Should the member return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The member is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plans as applicable.

The carrier’s approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the member’s subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the member’s subsequent claim for long-term disability benefits will be automatically approved.

LETTER OF UNDERSTANDING #13

ADVENTURE STUDIES DEPARTMENT

1. Preamble:

This Letter of Understanding (LOU) is without prejudice and without precedent to either party's position on jurisdiction.

This LOU applies to current or future for-credit field courses offered by the Adventure Studies Department.

2. Agreement:

Effective September 1, 2007, Thompson Rivers University agrees not to hire field course instructors in the Adventure Studies Department on Personal Service Agreements for courses that fall under this LOU. Field course faculty will be hired as part-time sessional faculty.

TRUFA agrees to the provisions of this LOU for the hiring of part-time sessional faculty for the delivery of field courses that fall under this agreement.

3. Remuneration of Part-time Sessional Faculty

Part-time sessional faculty falling under this agreement will be remunerated on a per diem basis. The per diem rate will reflect market rates as determined by the Adventure Studies Department and will be commensurate with certification level, experience, program type and role. The rates may be adjusted with the agreement of the parties. The parties will be notified of any changes in writing.

Adventure Studies Programs

Mountain Program

Mountain Guide, Ski Guide, Rock Guide, or Alpine Guide

(Also works in the CMSG program as a full examiner in that discipline) \$335

Mountain Guide \$320

Ski Guide, Rock Guide, or Alpine Guide \$285

Full Assistant Guide (Rock, Alpine, and Ski) \$250

Assistant Rock, Assistant Alpine, or Assistant Ski Guide \$225

Hiking (CMSG Examiner) \$275

Water Program

Senior examiner \$335

Examiner \$315

Full guide status \$275

All others \$175

Canadian Mountain and Ski Guide Program

Course leaders \$360

Faculty \$320 except hiking/backpacking \$275

Assistant Faculty \$275 except hiking/backpacking \$200

Climbing Gym course leader \$240 except if mountain guide \$250

Climbing Gym faculty \$220

Climbing Gym faculty and course leaders get ½ wage for first day

Revelstoke Mechanized Adventure Program

Snowmobile

Lead Snowmobile Guide \$290

Assistant Snowmobile Guide \$225

All-Terrain Vehicle

Lead ATV Guide \$290

Assistant ATV Guide \$225

4. Travel Expenses

Part-time sessional faculty under this LOU will be remunerated for travel expenses at market rates as determined by the Adventure Studies Department for personal vehicle mileage and meals. The rates may be adjusted with the agreement of the parties. The parties will be notified of any changes in writing. Other travel expenses will be reimbursed at cost.

Adventure Studies Programs Including Revelstoke Program

Personal vehicles use: .35 per kilometre

Meals: \$30 per day front-country locations and \$22.50 backcountry locations

Half day's wage for travel time greater than 5 hours

Canadian Mountain and Ski Guide Program

The rates at September 1, 2019 are

Personal vehicles use: 0.40/km to a maximum of \$100 when course in home town

0.40/km to a maximum of \$300 when course is out of town

Meals: \$30 per day for course located in home town

\$40 per day for course out of town

Half day's wage for travel time greater than 5 hours

5. Hiring Process

For each program area, the Adventure Studies Department will provide a list to TRU Human Resources of qualified faculty that have taught a specific course in the past. These faculty will be offered similar courses on a right of first refusal basis as per Article 5.2.5.2 of the Collective Agreement.

In the event that a new instructor is to be hired who is not on the list referred to above, the normal appointment process as outlined in the Collective Agreement will apply.

TRU has the right to not hire faculty for safety or risk management reasons.

6. Qualifications of Faculty

The qualifications of faculty is determined by industry association standards and may differ from preferred TRU norms. "Examiner" status as determined by industry association qualification is considered by the Adventure Studies Department to be equivalent to an undergraduate degree.

7. Instructional Ratios

The Adventure Studies Department will meet or exceed ratios that are determined by industry association standards.

LETTER OF UNDERSTANDING #14**JOB SECURITY**

*Applies to those employees who regularized prior to April 1, 2006
or regularized in accordance with the Transitional LOU #23 and not yet tenured.*

All Article references in this LOU relate to the 2001-2004 TRUFA Collective Agreement

9.3. Regularization of Employees

9.3.1 Employees shall regularize if they have met the following criteria as outlined in the Common Agreement as per Article 6.1.3(b):

- (i) a. “at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and a reasonable ... expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year”, OR
- b. “a workload at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and a reasonable expectation of an ongoing ... workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year”, AND
- (ii) “a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the University. The University may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period,” AND
- (iii) The employee is formally interviewed and meets the qualifications for a continuing appointment as determined by TRU through a duly constituted selection committee.

9.3.2 Workload Eligible for Regularization

9.3.2.1 Summer session workload is eligible for the purposes of meeting the regularization workload requirements as per Article 9.3.1(i).

9.3.2.2 The following types of work are excluded for the purposes of determining regularization workload:

unscheduled P.L.A.
part-time non-credit

The Parties acknowledge two exceptions:

- (a) Credit and non-credit work performed solely within the Computer Access Center qualifies toward the workload thresholds in Article 9.3.1(i).
- (b) Contracts obtained through the CTMS as provided for in Letter of Understanding #4.

9.3.2.3 Part-time work preceding April 1, 1998 shall not be eligible for regularization.

9.3.3 Terms and Conditions of Regularization**9.3.3.1 Level of Workload**

9.3.3.1.1 Employees regularized according to Article 9.3 shall be appointed to the level of workload available in their appointment year. If the workload level is full-time, the employee shall be appointed to a full time continuing position. If the workload level is less than full-time, the employee shall be appointed to a part-time continuing position at the level of work available.

9.3.3.1.2 Workload may be averaged over a two-year period.

9.3.3.1.3 In order to fulfill the workload appointment as specified in Article 9.3.3.1.1, an employee can be required to work summer session. Once the appointment level as specified in Article 9.3.3.1.1 has been fulfilled, any additional work during the summer session shall be paid in accordance with Letter of Understanding #5 – Summer Session Remuneration.

9.3.3.2 Salary

9.3.3.2.1 The employee's salary is pro-rated on the applicable salary scale based on the percentage of a full time annualized workload as determined in Article 9.3.3.1.1. The employee's monthly salary remains constant for the year even though there may be fluctuations in the workload. (For example, if the workload is 60% of a full time annualized salary, the monthly salary shall be paid at 60% for the year even if the workload in one semester is 50% and the workload in the next semester is 70%.)

9.3.3.2.2 A part-time continuing employee who is appointed according to Article 9.3 shall receive a salary review and shall be placed on the appropriate full-time salary scale and shall be paid for the twelve (12) month period. Neither Article 11.5.2.2 nor Article 11.5.4.3.3 shall apply to these employees.

9.3.3.2.3 A full-time continuing employee who is appointed according to Article 9.3 shall receive a salary review and be placed on the appropriate full-time salary scale and shall be paid for the twelve (12) month period. Neither Article 11.5.2.2 nor Article 11.5.4.3.3 shall apply to these employees.

9.3.3.2.4 Both part-time and full-time continuing employees who regularize according to Article 9.3 shall receive an increment annually on the anniversary date of their appointment to a continuing position. Application of this Article shall not duplicate annual increments granted under other Articles in this agreement.

9.3.3.3 Probation

A regularized employee receives a one-year probationary appointment as per the Collective Agreement, Article 5.1.3.

9.3.3.4 Health and Welfare Benefits

A continuing part-time employee receives all health and welfare benefits of the collective agreement. The benefits are cost-shared based on the annualized workload as specified in Article 9.3.3.1.1.

9.3.3.5 Entitlements to Additional Work

9.3.3.5.1 A continuing part-time instructional employee shall be entitled to additional section(s) of the same course that he/she has instructed in the previous or current year. A continuing part-time instructional support employee shall be entitled to additional work of the same nature within the same program area that he/she has performed in the previous or current year. Unless mutually agreed to by the Parties, this additional work must be located on the same campus/center where the employee is currently working.

9.3.3.5.2 If the employee is assigned additional work beyond the yearly workload as specified in Article 9.3.3.1.1, the employee's salary and benefits are pro-rated based on the total workload performed for the period of additional work; OR, upon mutual agreement between the employee, the department Chair and the appropriate Dean, the employee may bank this additional workload for the next academic year.

9.3.3.5.3 Continuing part-time employees who meet the stated qualifications for additional work not included in the Article 9.3.3.5.1 entitlement shall be interviewed by the appropriate departmental selection committee. The selection committee has the right to select the best qualified candidate. Should the selection committee fail to distinguish between the continuing part-time employee and other candidate(s) on the basis of educational credentials, experience and/or specialization(s), the continuing part-time employee shall be entitled to the additional work.

9.3.3.6 Entitlement to a Higher Level of Workload

If a continuing part-time employee has had an increased workload beyond the level of his/her initial appointment and the additional workload continues at the new level for two years on an annualized basis, the employee's entitlement shall be adjusted accordingly. Such re-regularization at a higher workload shall be based on additional workload performed in the Fall and Winter semesters and shall not include any summer session workload beyond the initial appointment level as specified in Article 9.3.3.1.3.

9.3.3.7 Effective Date

9.3.3.7.1 Provided that an employee meets all other requirements and qualifications for a continuing appointment, after the initial implementation period, the effective date of a regularized continuing part-time appointment is two years from the date to which the employee has accumulated the required workload in Article 9.3.1.

9.3.3.7.2 If work becomes available at a later date in the subsequent year, the continuing appointment will be retroactive by one (1) month. (For instance, the appointment will be August 1st for work available on September 1st and December 1st for work available January 1st.) Health and welfare benefits cannot be retroactively applied.

9.3.4 Expected Contributions of Continuing Employees

All continuing employees are expected to contribute to TRU and to their respective departments in the same manner. Continuing part-time employees shall contribute to the department in proportion to their workload appointment.

9.3.5 Conditional Appointment – Regularized Employees

9.3.5.1 If an employee has met the workload requirements for regularization, but does not meet the educational qualification/credential for the continuing position, TRU may offer a part-time or full-time continuing appointment with the following provisions:

- (a) The employee would be regularized as per the Terms and Conditions as set out above; and
- (b) The employee shall be required to attain the educational qualification/credential for the continuing appointment within a period of time to be determined by the duly constituted selection committee; and
- (c) The employee shall submit a yearly written report to the appropriate Dean, Associate Dean or Director that specifies his/her progress in attaining the required qualification/credential; and
- (d) The employee is eligible to apply for assisted leave as per the collective agreement; and
- (e) The employee is eligible to apply for unassisted leave as per the collective agreement; and

- (f) If the employee does not attain the required educational qualification/ credential within the specified period, the appointment is not renewed. In such circumstances, the employee is not eligible for notice or recall. The employee is eligible for severance as per Article 6.3.1. The matter cannot be grieved.

LETTER OF UNDERSTANDING #15

REGIONAL LITERACY COORDINATOR

Thompson Rivers University and Thompson Rivers University Faculty Association agree that the Regional Literacy Coordinator will be a position within the TRUFA bargaining unit.

- Regional Literacy Coordinator will be an Instructional Support position and fall under the terms identified in *Appendix C: Instructional Support Coordinators* of the TRUFA Collective Agreement.
- Regional Literacy Coordinator will be placed in the Faculty of Student Development.
- The position will be 2 Limited Term Contract positions at 0.5 workload for one (1) year each. One position will be based in Williams Lake and one will be based in Kamloops.
- The Faculty Council of the Faculty of Student Development will meet to determine the placement of the Regional Literacy Coordinator within the Faculty and the appropriate Chair for hiring and reporting purposes.

LETTER OF UNDERSTANDING #16

VISITING SCHOLAR

Thompson Rivers University and the Thompson Rivers University Faculty Association agree to the following terms for a Visiting Scholar:

1. Visiting Scholars do not have a current employment relationship with TRU and bring to TRU a new perspective, specific content or specialized area of study that will enhance the education of TRU students.
2. The Department will recommend to the Dean that a Visiting Scholar join the department.
3. If approved, the Visiting Scholar will teach one or more sessional courses. The courses will be new to TRU and contain content specific to the Visiting Scholar's area of expertise.
4. Visiting Scholar may hold a sessional contract as a Visiting Scholar for up to two (2) academic semesters.
5. The requirement to post this sessional work will be waived.
6. The Visiting Scholar will be paid the applicable sessional salary.
7. The use of a Visiting Scholar will not negatively impact the workload of any tenured, continuing, tenure-track, limited term contract, continuing sessional or sessional TRUFA member.

LETTER OF UNDERSTANDING #17

MR. LARRY CASEY- SCHOOL OF TRADES

Thompson Rivers University and Thompson Rivers University Faculty Association agree to the following on a without prejudice and without precedent basis:

1. Mr. Casey will have a Limited Term Contract that will expire on February 15, 2016.
2. The Limited Term Contract is not intended to give any further rights to work therefore the following articles will not apply: 5.2.4.2, 5.2.4.2.1, 5.2.4.2.2, 5.2.4.3, 5.2.4.3.1
3. All other provisions of the Collective Agreement for Limited Term Contract Teaching Employees will apply.

LETTER OF UNDERSTANDING #18

**School of Social Work and Human Service
BSW Program
HS Diploma Program
CSSW Certificate Program**

Sessional Workload Credit for Practicum

The parties agree to the following formula for calculating sessional workload credit in the School of Social Work and Human Service for the identified courses:

History of Assigning Workload Credit for Practicum Courses

All programs within the School have practicum courses where students are placed in community social services agencies, provided field instruction and supervision by a community agency employee, and liaison and evaluation by a TRU faculty member. To this point, sessional faculty members with contracts to provide field liaison have been compensated at an equivalent workload calculation for liaison as full-time continuing faculty members who have this as part of their workload. We propose the following factors be used in determining compensation for sessional faculty who carry field liaison responsibilities.

Course	Credits	Vectoring	# Students	Workload Credit
CSSP 1650	4	0,2,14	13	5.9
SOCS 1650	4	0,2,14	13	5.9
HUMS 1820	4	0,2,14	13	5.9
SOCW 3040	6	0,1,21	10	6
SOCW 4020	9	0,2,35	10	6

Workload Factor Weighting for CSSP 1650, SOCS 1650 and HUMS 1820

Workload credit per student = .3

Workload credit per seminar = 2 (2 hours per week)

Example: CSSP 1650 with 13 students = $.3 \times 13 = 3.9$ credits + 2 (seminar) = 5.9 credits

Workload Factor Weighting for SOCW 3040 and SOCW 4020

Workload credit per student = .5

Workload credit per seminar = 1 (1 hour per week)

Example: SOCW 3040 with 10 students = $.5 \times 10 = 5$ credits + 1 (seminar) = 6 credits

Travel is not a workload factor as sessional faculty are only given in-town students as a rule. SOCW 3040 and 4020 are awarded the same workload credit even though practicum hours differ because the work of faculty is essentially the same.

As numbers of students do not always fit the maximums indicated above, sessional faculty will be paid according to a pro-rated calculation.

Example: SOCW 3040 with 8 students = $.5 \times 8 = 4$ credits + 1 (seminar) = 5 credits.

HUMS 1820 with 6 students = $.3 \times 6 = 1.8$ credits + 2 (seminar) = 4.8 credits

Field Education Coordinators in the School of Social Work and Human Service have been consulted on this formula and completely support workload credit assignment.

Notes:

Sessional Workload Credit will be paid on the actual pro-rated calculations, no rounding up or rounding down will occur with the calculated credit value.

Pursuant to LOU #26 of the 2004 – 2010 TRU/TRUFA Collective Agreement, all changes to the formula must be referred to the Sessional Anomalies Committee (as per Sessional Pay Rate LOU) for approval.

LETTER OF UNDERSTANDING #19

WORKLOAD CALCULATION FOR SESSIONAL CONTRACTS

The parties agree to the following principle:

- That workload credit given to courses in determining Full-time Faculty workloads will be applied to all Sessional Faculty for the same work.
- If the workload credit given to courses in determining Full-time Faculty workloads changes in the future, the same change shall be applied to all Sessional Faculty for the same work.

LETTER OF UNDERSTANDING # 20**PRACTICA FORMULA FOR SESSIONAL CONTRACTS
BACHELOR OF EDUCATION PROGRAM**

The parties agree to the following formula for calculating workload credit for the identified Bachelor of Education Practice courses:

The following Credit Factors have been developed in order to be able to assign a credit value in the determination of Sessional Faculty Contracts in the practica courses within the TRU B.Ed. (Elementary) Program. A short explanation of the Credit Factors is provided below the table.

Course	1 TC	Seminar	Meetings	Travel A	Travel B
EDPR 3100	.25	.2	.2	0	0
EDPR 3200	.25	0	.2	0	0
EDPR 4100	.25	0	.6	.2	.06
EDPR 4200	1.15	0	.45	.55	.2
Supplemental	1.25	0	.15	0	0

Definition of Credit Factors:

1. 1 TC – because Sessional Faculty engaged in practica supervision supervise different numbers of TCs (Teacher Candidates), we are using 1 as the credit factor which will be multiplied by the number of TCs supervised by the Faculty member.
2. Seminar – this factor relates to the TC seminars conducted by the Faculty Mentor.
3. Meetings – this factor is to compensate for the meetings that the Faculty Mentor is required to attend with TCs, with Teacher Mentors, and with the Practica Coordinator.
4. Travel A – this factor is travel time associated with the supervision of TCs.
5. Travel B – this factor is travel time associated with EDPR pre-practicum and post-practicum meetings held by the Practica Coordinator.

Formula:

Sessional Salary = [(Credit Factor for 1 TC × number of TCs) + Seminar (if applicable) + Meetings + Travel A (if applicable) + Travel B (if applicable)] × \$/credit

The dollar amounts are determined by multiplying the Credit factor by the current sessional/credit rate (as per the Sessional Pay Rate LOU) for teaching faculty.

Example:

For a Sessional Faculty for EDPR 3100 with 8 students the calculation would be as follows:

$$(.25 \times 8 \times 1,726.43) + (.2 \times 1,726.43) + (.2 \times 1,726.43) + 0 + 0 = 3,452.86 + 345.29 + 345.29 = \$4,143.44$$

Pursuant to LOU #26 of the 2004 – 2010 TRU/TRUFA Collective Agreement, all changes to the formula must be referred to the Sessional Anomalies Committee (as per Sessional Pay Rate LOU) for approval.

LETTER OF UNDERSTANDING #21**INSTRUCTIONAL DESIGNERS- PROFESSIONAL ROLE WORKLOAD**

Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association (TRUFA) agree to the following language in response item #1 in the resolution to Grievance 09-05. The parties acknowledge that sufficient data was collected and analyzed, this information has informed the following agreement:

1. An annual workload for an Instructional Designer will be 8 average courses or equivalent submitted to curriculum services.
2. All courses that have been included in the faculty member's workload assignment during the year shall be applied to the total annual workload according to the percent completed.
3. Article 10.3.2.10 shall apply to the identified factors that influence the equivalency of the assigned course. Factors that will influence the equivalency include but are not limited to the following:
 - a. writer for course
 - b. subject matter expert issues
 - c. intellectual property size issues
 - d. availability and response of support networks such as:
 - i. production
 - ii. media
 - iii. IT
 - iv. curriculum services
 - v. intellectual properties
 - vi. graphic artists
 - vii. curriculum assistant
 - e. print web
 - f. multiple modalities
 - g. course file
 - h. changes in workload midstream
 - i. change in contracts or signing of contracts
 - j. administrative decision making
 - k. size of course (small, medium, large or major revision)
 - l. total course credits
 - m. project assignment
 - n. other

All other aspects of the Resolution to Grievance 09-05 will remain in effect.

LETTER OF UNDERSTANDING #22

OTHER INSTRUCTIONAL SUPPORT MEMBERS STANDARD WORKLOAD PLAN

Preamble:

The Other Instructional Support classification includes those members identified in Article 1.2.17 and Appendix C with the exception of the counsellors and librarians. This is a diverse group of faculty members whose professional roles differ considerably. Rather than itemize the many duties performed by this group of professionals, we have endeavoured to identify broad, representative categories of responsibilities.

In order to provide effective Instructional Support to the university community, Instructional Support members may assume a leadership role in the exercise of their duties, as collegially determined through discussion with their Chair and approved by the Dean/Director.

Bipartite Other Instructional Support Members

The responsibilities of members with a bipartite workload shall be as defined in Articles 10.2.1.2 and 10.2.1.3.

Tripartite Other Instructional Support Members

The responsibilities of members with a tripartite workload shall be as defined in Articles 10.2.1.1, 10.2.1.3, 10.2.2, 10.2.2.1, and 10.2.2.2. Furthermore, it is understood that Instructional Support members with a tripartite workload shall receive a 1.5 day/week reduction in professional role assignment.

Article 10.3.2.11 shall apply to all Instructional Support members with Tripartite workloads.

Professional Role

The normal work week for Other Instructional Support members, either bipartite or tripartite, is defined in Article 10.1.4. The duties of Instructional Support members may include, but are not limited to, aspects of the following categories:

- a. course/curriculum development
- b. information gathering and pertinent research required for the performance of the Member's professional duties
- c. assessment and evaluation
- d. coordination (such as projects, staff and co-op programs)

- e. liaising with external organizations
- f. knowledge, integration and application of educational technologies
- g. career advising
- h. instruction and training
- i. scholarly practice of their professional role

The Parties recognize that multiple factors must be considered when creating equitable work assignments. The standard workload shall be determined by the appropriate Workload Committee and Chair, as approved by the Dean/Director, in accordance with Article 10.3.2.2, following consultation with the Instructional Support members, using a collegial process, and taking into account relevant factors including but not limited to the following:

- a. the number of projects/programs
- b. the scope of projects/programs
- c. expected timelines for completion
- d. the goals and objectives of the Department, Faculty, Division and Institution.

Notwithstanding the provisions made for determining the standard workload, it is understood that Instructional Support members shall be assigned a reduced work assignment during the first three (3) months of their initial tenure-track appointment.

Service

The expectation for engaging in service according to Article 10.2.3 shall be accommodated within the 35 hour/week workload outlined in Article 10.1.4 and this LOU.

Article 10.3.2.12 shall apply to all Other Instructional Support members with bipartite or tripartite workloads.

Agreement- Grievance09-05

The parties acknowledge that the grievance resolution reached in #09-05 may impact the professional role and workload analysis for the position of Instructional Designer as one of the Other Instructional Support positions covered by this LOU.

LETTER OF UNDERSTANDING #23

**RIGHT OF FIRST REFUSAL IN THE INCLUSIVE AND SPECIAL
EDUCATION CERTIFICATE AND DIPLOMA PROGRAM**

In recognition of the multi-year rotational delivery of courses within the *Inclusive and Special Education Certificate and Diploma Program*, Thompson Rivers University and the Thompson Rivers University Faculty Association agree to the following:

- Any Sessional member who meets the criteria in Article 5.2.5.2 shall be given the right of first refusal for work as defined in Article 5.2.5.2 if the work is available within the three (3) subsequent academic years.

LETTER OF UNDERSTANDING #24

IMPLEMENTATION FROM MONTHLY TO BI-WEEKLY PAY

Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association (TRUFA) agree to the following provisions for the March-April 2009 implementation of a bi-weekly pay cycle for all current faculty members:

1. Faculty members will be paid on March 26th (for the period March 1-18, 2009).
2. In order to transition from monthly to a bi-weekly pay system that has a 5-day lag/payroll processing time, the University will provide each faculty member with a one-time payroll adjustment on March 26, 2009 for the five day processing lag.
3. Commencing on April 9, 2009 – the first bi-weekly payment occurs (for the period March 19 -April 1). The bi-weekly system begins at this time with a five-day processing lag.
4. The bi-weekly system provides a faculty member with 26 pay periods in a year and by providing the one-time payroll adjustment, the University will ensure each faculty member receives their applicable gross annual salary for the calendar year 2009 and the fiscal year ending March 31, 2010.
5. The April 1st general wage increase shall be applied in accordance with the TRUFA collective agreement.
6. Upon termination of employment with TRU a faculty member will be paid up to and including the last day of work. At that time, the actual the days worked and the March 2009 adjustment shall be reconciled to ensure the faculty member is neither underpaid nor overpaid.
7. TRU will ensure that this transition has no impact on a faculty member's gross annual earnings or pensionable earnings.
8. Faculty Members hired after March 1, 2009 shall be placed on the bi-weekly pay cycle that will include a payroll processing lag of five days.

LETTER OF UNDERSTANDING #25

SENATE TENURE AND PROMOTION COMMITTEE AMENDMENT

The parties agree for the duration of the current Collective Agreement, Article 6.5.2.e shall be interpreted as: One tenured member from each Faculty or School to be elected for a two year term. The parties will seek to have half of the faculty representatives be Full Professors/Principal Lecturers. Where it is not possible to elect a Full Professor/Principal Lecturer, all tenured members shall be eligible for election.

LETTER OF UNDERSTANDING #26**ADJUSTMENT TO THE PROMOTION AND TENURE TIMELINES FOR
INITIAL DEPARTMENT MEMBER APPLICATIONS**

Thompson Rivers University and Thompson Rivers University Faculty Association agree to an extension of the timelines for Promotion and Tenure applications as outlined in Article 6 of the Collective Agreement until Departmental Promotion and Tenure Criteria has been approved by Senate as outlined below. The extension will vary by department, and shall be determined as follows:

1. By the 15th of the month immediately following Senate approval of Departmental Promotion and Tenure criteria, the relevant Dean shall notify all Department members of the opportunity to apply for Promotion and Tenure according to Article 6.6.8.2(a). In this notification, the Dean will provide members with the specific deadline dates applicable to their initial promotion and tenure applications. These dates are to be determined as shown below.
2. By the first day of the third month following the above notification, members shall notify their Chair of their intent to apply for promotion or tenure as in Article 6.6.8.2.(b);
3. Within five working days of the date in (2) above, the Chair shall provide the Dean/Director with a list of members who will submit an application.
4. By the first day of the fourth month following the notification in (1) above, members shall submit their application portfolios to the Chair of the appropriate DPTC as in Article 6.6.8.2(c)
5. All other clauses in Article 6.6.8.2 will follow sequentially based on the date the Dean notified the members in Article 6.6.8.2(a).

All Deans who sent notifications in May 2008 to Faculty/School members regarding Promotion and Tenure deadlines will send an email to notify Faculty/School members that the dates contained within the previous email are null and void for 2008/09.

It is understood that Senate may not approve all Departmental Promotion and Tenure criteria at the same time, and that the process outlined above will be followed each time Senate approves Departmental Promotion and Tenure criteria.

LETTER OF UNDERSTANDING #27

For all members who apply for tenure or promotion, and are successful, during the earliest opportunity following Senate approval of Tenure and Promotion Criteria, any related salary increments will be granted retroactive to six months prior to the date of Board approval of the successful application.

LETTER OF UNDERSTANDING #28**TENURE PROCESS FOR CONTINUING MEMBERS**

1. Members who have completed seven (7) years of continuing service or more through a process of two (2) summative evaluations plus a five (5) year summative evaluation and who have not yet been granted tenure will be granted tenure, based on seniority, as vacancies occur in tenured positions. For the purposes of this clause, continuing service shall not include periods of time in which members take unassisted leave or are seconded out of the bargaining unit.
2. The Parties shall establish a seniority list of all faculty members who:
 - i. had been appointed to a probationary or post-probationary continuing faculty position on or before March 31, 2006 or became regularized as a result of LOU #23.9 Regularization in the 2004-2010 collective agreement; and
 - ii. had not been granted tenure by April 1, 2010.
3. When a tenured member resigns, retires or is terminated from the tenure pool that was created between April 1, 2006 and March 31, 2008, the most senior of the continuing members on the above list shall be granted tenure.
4. Continuing faculty who have not yet been granted tenure, in the event of layoff, shall receive an enhanced severance payment of one (1) month of salary for every year of employment to a maximum of twelve (12) months of salary.
5. Continuing faculty who have not yet been granted tenure may switch to a tenure track appointment at any time, with credit given toward tenure eligibility if the member chooses. The Parties agree that all terms and conditions for tenure-track appointments and for the granting of tenure, as described in Article 6, shall apply to these members.

This LOU shall continue until all continuing or regularized members have become tenured.

LETTER OF UNDERSTANDING #29

The parties agree to continue the practice that where the Collective Agreement refers to tenured members, all continuing members shall be eligible. The only exceptions are in Article 6 for all committees related to tenure and promotion and in eligibility for Sabbatical Leave.

LETTER OF UNDERSTANDING #30

SABBATICAL LEAVE ELIGIBILITY FOR CONTINUING MEMBERS

Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association (TRUFA) agree to the following amendments for Sabbatical Leave eligibility for continuing members.

- a. All continuing members will be eligible to apply for sabbatical leave during the sixth (6th) year of continuing service at the University as per Article 14.2. Sabbaticals will be taken during the seventh (7th) year of service.
- b. A Continuing member applying for a sabbatical according to (a) shall have a summative evaluation prior to the start date of the sabbatical leave. The continuing member is responsible for initiating the request for a summative evaluation as per Article 7.1.3.(b)(i). This post-probationary summative evaluation shall be successfully completed prior to the sabbatical start date.
- c. If a Member does not have a successful summative evaluation prior to the start date of the sabbatical as approved in Article 14.6, the sabbatical approval will be rescinded.

LETTER OF UNDERSTANDING #31**DEVELOPMENT OF COURSE EVALUATION INSTRUMENTS*****Preamble***

TRU and TRUFA acknowledge that evaluation instruments must be based on departmental requirements and recognize the role of Senate with respect to university-wide consistency of academic standards as well as evaluation tools and delivery procedures. TRU and TRUFA agree that student questionnaires as identified in Article 7.3.6.2 (b) are essential documents required for reporting professional activities, for performance reviews (Article 7) as well as for tenure and promotion applications (Article 6).

The following proposal outlines the process for developing new course evaluation instruments and the procedures for administering them according to the Collective Agreement.

Process for the Development of Evaluation Instruments

In order to ensure consistency across TRU and to enable departments to develop evaluation instruments that reflect their disciplinary requirements, the following process is proposed:

- 1) All Evaluation Instruments will contain two sections: a) course evaluation and b) teacher evaluation.
 - a. TRU and TRUFA will ask the Standing Senate Committee on Instructional Development and Support to develop and recommend four general questions regarding course evaluation that will become Section 1 of all evaluation instruments at TRU.
 - b. Following Article 7.3.6.2(b), departments will develop student questionnaires to evaluate teaching according to their own requirements. Departments will also work with the Dean in a collegial process to ensure rigour, consistency and appropriateness of the student questionnaires within the respective Faculty or School.

- 2) If applicable, departmental evaluation instruments can also include a set of questions provided by individual instructors that may be relevant only to particular courses.

Faculty members are strongly encouraged to have their teaching and courses evaluated on an ongoing basis. Evaluation instruments will be administered at arm's length through a process to be developed by each Faculty or School.

LETTER OF UNDERSTANDING #32**MARKET SUPPLEMENTS – ESTABLISHMENT OF THE
TRU FACULTY OF LAW**

The parties agree that the provisions of this Letter of Understanding apply only to the Faculty of Law and only to law faculty for whom TRU will demonstrate a market-related need to offer compensation higher than the TS salary scale.

1. Market supplement is defined as salary payment made to a member in addition to his or her regular rank salary. Market supplements shall be available only to tenured and tenure-track faculty.
2. The Dean, the Provost and Vice-President Academic and the President may approve a market supplement in excess of TS scale for a new member, provided the following conditions have been met:
 - Prior consultation with the Faculty Association
 - A demonstrated competitive pressure in the academic market for a person with the credentials and experience of the candidate
 - The current salary of the candidate that TRU is attempting to recruit
 - Before a market supplement is approved, the President shall provide the Faculty Association with the following information on each market supplement offer as part of the consultation process:
 - name
 - rank
 - salary
 - amount of market supplement
 - rationale for the market supplement
3. For tenured candidates, the market supplement shall not have a fixed period. In all cases, market supplement shall be a component of the new member's remuneration.
4. The market supplement paid to a member under this LOU shall not exceed \$20,000 per year.
5. The initial scale placement of faculty members shall not exceed the ceiling articulated in Appendix A for the applicable rank.
6. The successful candidate shall receive a letter of appointment, copied to TRUFA, in duplicate from the President or his/her designate specifying the terms of employment as per Article 5.3.2.7.1.

LETTER OF UNDERSTANDING #33.1

MARKET SUPPLEMENTS – WAIVER AND ADJUSTMENT

1. The parties recognize that during the life of the previous Collective Agreement, three members of the Faculty of Law received initial scale placements in excess of the rank ceilings in Appendix A instead of receiving a market supplement.
2. The parties agree to adjust the salaries of the three individuals as follows:
 - a. The current scale placement of the three individuals will be adjusted to the TS step they would currently hold had they been initially placed at the TS ceiling for their rank.
 - b. The three individuals will receive a market supplement that fully compensates the difference in salary caused by the TS step adjustments above. Any existing market supplement limits will not apply to the implementation of this clause.
3. The application of this Letter of Understanding shall not result in any loss in compensation for the affected faculty members.

LETTER OF UNDERSTANDING #33.2

**MARKET SUPPLEMENTS – FACULTY OF LAW MARKET SUPPLEMENT
GRIEVANCE**

Grievance #12-17 – Market Supplement, Faculty of Law shall be withdrawn.

LETTER OF UNDERSTANDING #34**LAB FACULTY/INSTRUCTIONAL ASSISTANTS**

In resolution of LOU #20, the parties agree to eliminate the existing category and Collective Agreement language of the Laboratory Faculty/Instructional Assistant and agree to the creation of the categories of Teaching Assistant (TA's) and Laboratory Demonstrator/Technician outside of the TRUFA bargaining unit to perform lab faculty/instructional assistant work, except as outlined in B.6 of this LOU.

TRU will grandparent existing tenured, tenure-track and continuing Laboratory Faculty/Instructional Assistant incumbents to the bipartite lecturer faculty stream (See Appendix A). The parties agree that all collective agreement language pertaining to teaching members will pertain to the grand-parented faculty. More specifically, the parties also agree as follows:

A. Salary

1. Faculty will have access to and placement on the Instructor 1 and TS scales according to Article 11. Article 11.5.2.2 will not be in effect for placement on scale, and placement on scale will not be lower than the respective faculty member's current salary level.
2. Faculty with a blended workload shall be placed on the TS scale at the step closest to their current blended salary that does not result in a loss of salary.
3. Faculty will progress through the salary steps from current placement on the I1 or TS scales. Faculty on the Instructor I salary scale shall receive increments according to Article 11.5.3.12.
4. The effective date for annual increments shall remain as the faculty member's anniversary date (see Appendix A).
5. The LF/IA salary scale shall be deleted. Faculty currently on the LF/IA salary scale will be moved to the Instructor I scale at the same salary or next step that provides an increase (see Appendix A).

B. Workload

1. Article 10.3.3.2 shall be applied to the workload of grand parented faculty.
2. Article 10.3.2.6 shall be used to determine the appropriate weighting for converting the current capacity of labs to 8 – 3 credit courses.
3. The workload of grand parented faculty shall not increase or decrease as a result of the application of Article 10.3.2.6 and 10.3.3.2.

4. Notwithstanding B.2, departments will continue to deliver all the current capacity of labs taught by the grand parented faculty until the grand parented faculty retire, resign or are reassigned, at which time the University, at its discretion, may hire Teaching Assistants or Laboratory Demonstrators/Technicians.
5. The effective date for the change to the Lecturer designation and the elimination of the Lab Faculty designation is July 1, 2010. The Parties agree that departments may hire Teaching Assistants as of July 1, 2010 and as soon as the TA framework is finalized. As a transitional measure only, positions not occupied by Teaching Assistants will be filled by sessional, or continuing sessional faculty working under the Collective Agreement provisions for the old lab faculty category. As of May 1, 2011, TRU will only hire Teaching Assistants and/or Lab Demonstrators/Technicians in accordance with the provisions to be established by TRU and the respective bargaining units.
6. Duties of TRUFA members in the lab setting shall be pursuant to Article 10.3.2.1 and include but not limited to the following:
 - a. Teach laboratories that are appropriately designed and delivered to reflect the current state of knowledge and practice within the discipline and the course;
 - b. Develop and maintain up to date teaching resources including lab manuals, exams, and course assignments; identify the appropriate equipment and software for the laboratory;
 - c. Supervise Teaching Assistants, Laboratory Demonstrators/Technicians and work study students where appropriate and applicable as determined by the department; and
 - d. Ensure safety.

C. Promotion and Tenure

1. All tenured grand parented faculty shall maintain tenure status
2. All grand parented faculty will have access to promotion as outlined in Article 6 and consideration of laboratory duties shall be relevant in the application of the departmental promotion criteria.
3. Given that Christina Mohr was appointed as a tenure-track laboratory faculty member, at the time she proceeds through Article 6 (Promotion and Tenure) consideration shall include her current laboratory duties. Christina Mohr's current academic qualifications shall be relevant for tenure.

D. General

1. All Sessional, Continuing Sessional and Limited Term Contract Lab Faculty contracts will end on the effective date of the current faculty member's contract. (See Appendix B)
2. Articles 10.1.3, 10.3.5, 10.3.7.2, 10.3.8. 10.4.3, 11.5.4 shall be deleted from the TRUFA Collective Agreement upon the completion of the last Limited Term Contract in #1 above.
3. The parties shall amend the collective agreement and delete pages 253, and 256 effective June 30, 2010; delete page 259 upon the completion of the last Limited Term Contract in #1 above; and delete pages 262 and 265 effective April 30, 2011.

LETTER OF UNDERSTANDING #35

**CONVERSION OF ESL CONTINUING SESSIONAL MEMBERS
TO LIMITED TERM CONTRACTS**

The parties agree to convert John Turner, Teresa Fedorak, Brad Bates and Xuelin Liu to a 3-year Limited Term Contract effective August 6, 2011 – July 31, 2014.

LETTER OF UNDERSTANDING #36**DEPARTMENT CHAIRS**

In the 2010 round of bargaining, the parties agreed to establish a joint committee to review Chair roles and responsibilities and create a document outlining roles and responsibilities of the Chair. The committee met between rounds to review the existing written documents outlining Chair roles and responsibilities and gather feedback from existing chairs. The committee produced a document to:

- a. Identify what should be the roles and responsibilities of a Chair;
- b. Identify factors to be used to determine adequate and equitable release to carry out the work of Chair.

The parties agree to establish a joint committee comprised of three (3) Employer representatives and three (3) Faculty Association representatives in order to create a Chair roles and Responsibilities job description. This description will outline current and expected Chair roles and responsibilities, but will not determine the terms, conditions or compensation for the Chair position. The committee will be guided by the Chair Roles and Responsibilities document and will produce the Chair job description 90 days after date of signing.

In addition, the committee will determine the algorithm to be used to calculate Chair release and stipend (beyond the basic amount), considering the principle of equity throughout the university and the following factors:

- a. Number of FTE's supervised by the Chair
- b. Number of full-time equivalent students in the Chair's department
- c. Nature of faculty supervised by the Chair (e.g. percentage of sessionals and full-time faculty)
- d. Number of campuses/sites within the Chair's jurisdiction

The Committee will produce the algorithm by March 31, 2014.

LETTER OF UNDERSTANDING #37

SPECIAL ADVISORY COMMITTEE TO THE PROVOST

The parties agree that this letter of Understanding is time limited and forms part of the 2012-2014 Collective Agreement for the duration of that Collective Agreement.

All Full Professors and Principal Lecturers will serve as Special Advisors to the Provost.

The Provost will meet with the Special Advisory Committee for the purpose of encouraging and assisting scholarship, creativity and scholarly activities at the recommendations for policy and practice.

LETTER OF UNDERSTANDING #38**ACADEMIC ACCESS**

Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association agree to resolve all matters pertaining to Grievance #12-15 with the following terms of agreement:

1. The teaching workload for English as a Second Language (ESL) faculty member is 546 hours per year, with a minimum of nine 4 hour per week courses per year or equivalent (inclusive of intake and exam periods).
2. The teaching workload for University Preparation (UPrep) faculty members is 546 hours per year, with a minimum of six, 6 to 7 hour per week courses per year or equivalent (if contact hours are less than 7 per week per course then equivalent hours assigned in the University Preparation Center).
3. ESL and UPrep faculty members are entitled to one unassigned teaching semester per academic year.
4. The definition of “non-trades” in Article 1.2.20 is amended to exclude ESL and UPrep and those programs will now be defined as “Academic Access Programs” with a teaching workload as set out in this agreement.
5. Article 10.3.4.2 will be amended to delete all references to non-semesterized programs or courses.
6. The workload for Academic Access Programs (ESL and UPrep) faculty members as set out herein is effective September 1, 2013.
7. Sessional rates for ELS and UPrep will be calculated using a divisor of 546 hours (as opposed to 640 hours).
8. Sessional contracts in ESL and UPrep will include one extra week if exam is held outside of regular teaching period.
9. The parties agree to write an LOU that will create a joint committee to recommend a standard teaching assignment for members with a tripartite appointment in Academic Access Programs.
10. This provides full and binding settlement of all outstanding issues relating to ESL and UPrep teaching workloads.
11. Wayne Moore will remain seized to deal with any issues arising over the interpretation or implementation of this agreement.

LETTER OF UNDERSTANDING #39

RIGHT OF FIRST REFUSAL

In recognition of varying numbers in enrolment in the Bachelor of Education Program at Thompson Rivers University

“Any Sessional member who meets the criteria in Article 5.2.5.2 shall be given right of first refusal for work as defined in Article 5.2.5.2 if the work is available within two (2) subsequent academic years.”

LETTER OF UNDERSTANDING #40**EDITING AND REORDERING OF THE TRUFA COLLECTIVE AGREEMENT**

Thompson Rivers University (TRU) and Thompson Rivers University Faculty Association (TRUFA) agree to the following amendments in the TRUFA Collective Agreement as a result of incorporating the agreed to language from Bargaining April 2011 into the existing TRU/TRUFA Collective Agreement.

1. Agree to change Appendix A Salary Schedules April 1, 2010 to March 31, 2012 to include:
 - Assistant Professor/Lecturer/Librarian I/Counsellor I/Instructional Support I – Floor TS-1, Ceiling TS-12
 - Associate Professor/Senior Lecturer/Librarian II/Counsellor II/Instructional Support II – Floor TS-5, Ceiling TS-28
 - Full Professor/Principle Lecturer/Librarian III/Counsellor III/Instructional Support III – Floor TS-9, Ceiling TS-30
2. Agree to keep current YMCR salary scales and add to Appendix A.
3. Agree to change wording of the preamble and title of LOU: *Changing to Eligibility for Sabbatical Leave* to read: SABBATICAL LEAVE ELIGIBILITY FOR CONTINUING MEMBERS.

Thompson Rivers University (TRU) and the Thompson Rivers University Faculty Association (TRUFA) agree to the following amendments for Sabbatical Leave eligibility for continuing members.

All other language of the LOU remains the same.

4. Agree to rename LOU 23.3.e to LOU 32.
5. Agree to change all references of “University Council” to “Senate”.

APPENDIX "C"

INSTRUCTIONAL SUPPORT COORDINATORS

The Instructional Support Coordinator classification shall include the following positions:

- Research Services Coordinator
- Instructional Skills Coordinator
- Prior Learning Assessment Coordinator
- Learning Outcomes Coordinator
- Clinical Placement Coordinator
- Cooperative Education Coordinator
- Audio-Visual Coordinator
- BSW Field Education Coordinator
- Internet Applications Instructor/Coordinator
- Bachelor of Education Practicum Coordinator
- Work Experience Coordinator
- Writing Centre Coordinator
- Wellness Coordinator
- Coordinator, Centre for Teaching and Professional Development
- Assessment Centre Coordinator
- Open Learning Program Coordinators

The department or area responsible for each position will prepare a Coordinator Duties Description that will reside with the department or area, TRUFA and HR. Changes to any description or to the positions themselves will only be made with the mutual consent of the department, TRUFA and the employer. Neither TRUFA nor the employer shall deny reasonable requests for changes to be made to a Coordinator position from the department or area responsible for said position.

The following conditions will apply when preparing each Description:

- These positions may combine both an instructional and an instructional support component.
- The instructional support component may vary from 17.5 hours per week to 35 hours per week dependent upon instructional workload.
- The instructional component shall not exceed 50% of the workload for an employee of the appropriate department as determined by Article 10.
- Where Scholarship is part of the workload, the employee shall be provided with adequate release time from both instructional and instructional support duties to conduct scholarship. (In such cases, a minimum 25% reduction in both components shall be granted.)

APPENDIX "D"
EMPLOYEE APPOINTMENTS

Applies to those employees hired prior to April 1, 2006

D.1 Employee Appointments

- D.1.1 Initial appointments for all employees are probationary. Such appointments normally shall be for not more than one year and not less than seven months.
- D.1.2 An employee's first probationary appointment normally will become effective at least one month prior to the date the new appointee is expected to engage in classroom, laboratory, clinical, field or shop instruction. For appointments of less than one (1) year, this preparation and orientation normally will be prorated.
- D.1.3 Sessional employees/term-certain employees who are employed for the equivalent of sixteen (16) months within a two (2) year period shall receive credit for one probationary period as per D.1 if they are the successful candidate for a continuing position under Article 5.8.4.1. Only one probationary period will be credited under this Article.
- D.1.4 Normally employees on a first probationary appointment whose performance is satisfactory will be offered a second probationary appointment.
- D.1.4.1 New employees who satisfactorily complete their second probationary appointment in Article 5.1.4 will normally be offered a continuing appointment. Following the recommendation of the appropriate dean and the department, the President may offer new employees whose initial appointments commence after October 1, 1991 and who have Scholarly Activity as part of workload up to two (2) further probationary appointments if their Scholarly Activity cannot adequately be evaluated.
- D.1.5 Under exceptional circumstances which are documented and presented by the employee, the President may offer one additional probationary appointment to an employee in the last year of his/her probationary period. The President will provide the employee with a

written statement of the conditions which must be met for a continuing appointment to be granted.

- D.1.6 New employees can expect to be required to instruct anywhere in the University region; therefore initial instruction may be required at a location other than the Kamloops campus. An employee whose first appointment is for instruction off the Kamloops campus may be offered further appointments in centres other than Kamloops.

D.2 Renewal of Appointments

- D.2.1 If a probationary employee's appointment is to be renewed, he/she shall receive a letter of appointment from the President of the University on or before April 22 if hired during the period August 1 to start of Fall semester or December 22 if hired during the period December 1 to start of Winter semester. For employees hired at other times of the year, the above dates may be changed by mutual agreement between TRU and the Union.

- D.2.2 If a probationary employee's appointment is not to be renewed, he/she shall receive a letter from the President of the University specifying the reasons for non-renewal of the appointment on or before April 22.

- D.2.3 Employees whose probationary contracts are not renewed after one or more consecutive probationary appointments have been completed shall receive one (1) month of annual salary for each probationary contract held.

- D.2.4 Notice of acceptance or rejection of the offer of a renewed appointment shall be given by the employee in writing to the President of the University not later than May 15.

D.3 Laboratory Faculty/Instructional Assistants Appointments

- D.3.1 Each appointment as a continuing laboratory faculty/instructional assistant will be on a twelve (12) month basis including vacation period as per Article 12.2.1.

D.3.2 The relevant Dean or Director shall provide each laboratory faculty/instructional assistant with a written job description approved by the Provost and Vice-President Academic.

D.4 Term-Certain Appointment

A term-certain appointment is a full-time appointment to a position for between twelve (12) and thirty-six (36) months. Term-certain appointments may be made under one of the following categories:

- (a) to replace employees whose positions are included in the base funding of the institution and who are on leave or on full-time administrative assignment or to replace employees who are on other continuous employment by the University;
- (b) for positions with conditional funding provided by agencies external to the University;
- (c) for other term-specific positions as may be agreed to by the Faculty Association and the University.

APPENDIX "E"**SENIORITY, LAYOFF, RECALL AND SEVERANCE**

*Applies to continuing full time employees hired prior to April 1, 2006
and not yet tenured.*

E.1 Layoff**E.1.1 Non Renewal of Appointment for Budgetary Reasons**

E.1.1.1 When faced with budgetary reductions, decreased or insufficient enrolment, or the need to eliminate or reduce courses, programs, or services, cuts in positions will be made by the Board only when, in the opinion of the Board, all other reasonable alternatives have been exhausted.

E.1.1.2 When, in the opinion of the Board, to resolve a problem described in E.1.1.1, there will likely have to be cuts in positions, the Board will promptly inform the Union of the Board's opinion, specify the positions which will likely be cut, and supply the Union with sufficient information to permit the Union to give adequate consideration to the matter.

E.1.1.3 After the Union has had a reasonable time in which to consider the matter, the Board shall give the Union an opportunity to make representations to the Board at a meeting of the Board.

E.1.1.4 When terminated for budgetary reasons, notice should be given to the employee in writing within two (2) months following receipt of the approved budget from the appropriate Ministry.

E.1.1.5 Reductions in teaching positions for budgetary reasons cannot be considered to cancel or supersede the procedural protections that exist for the maintenance of contractual regularities.

E.1.1.6 Upon request of the employee, the President shall provide written reasons as to why his/her particular position has been declared redundant; as well, the President will inform the Union in writing of the alternatives, such as transfer between departments, normal or voluntary early retirements, leaves, etc., which have been explored.

E.1.1.7 Layoff – Regularized Continuing Part-time Employees

When the annualized workload in the current year falls below 50% and the projected workload for the next year is insufficient to provide a 50% two-year average workload, layoff notice shall be given.

E.1.2 Reduction Sequence

E.1.2.1 If the Board decides to reduce the number of employees then,

E.1.2.1.1 Those on sessional appointments shall be terminated with one (1) months' notice; then,

E.1.2.1.2 Those on term-certain appointments shall be terminated with one (1) months' notice for each year of service; then,

E.1.2.1.3 Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

E.1.2.1.3.1 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible,

offered by institutions at the appropriate time in the employee reduction process set out in each institution's collective agreement(s):

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance with up to twelve (12) months' severance payment.
- (f) Workload averaging.
- (g) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
- (h) Combined pension earnings and reduced workload to equal 100% of regular salary.
- (i) Early retirement incentives pursuant to collective agreements.
- (j) Agreed secondment.
- (k) Retraining.
- (l) Trial retirement.
- (m) Continuation of health and welfare benefits.
- (n) Combinations and variations of the above or other alternatives.

E.1.2.1.4 Continuing employees from specific areas shall be transferred to other instructional or instructional support areas compatible with each individual's abilities, if feasible; then,

E.1.2.1.5 Those on probationary appointments shall be terminated with two (2) months' notice; then,

E.1.2.1.6 Those on continuing appointments shall be terminated with four (4) months' notice.

E.1.2.1.7 Those on a regularized continuing part-time appointment shall be terminated with one (1) months' notice.

- E.1.2.1.8 Whenever E.1.2.1.1, E.1.2.1.2, E.1.2.1.4, E.1.2.1.5, E.1.2.1.6 and E.1.2.1.7 fail to discriminate between two employees in the same teaching discipline the employee most recently becoming a member of the Bargaining Unit will be terminated first.
- E.1.2.1.9 Faculty regularized on April 1, 2000 shall not have greater seniority than existing fulltime faculty. Therefore, at implementation, for layoff purposes a regularized employee shall have his/her service date in the bargaining unit determined as April 1, 2000. In the event of a layoff where the service date of a regularized employee fails to discriminate between two employees with the same date of April 1, 2000, prior service in the bargaining unit shall be applied to determine the reduction sequence. For employees hired after April 1, 2000, the existing languages in E.1.2 applies.
- E.1.2.1.10 Nothing in this Collective Agreement prevents the employee and the President arriving at a mutually agreeable settlement that will waive all or part of the required notice period. The Shop Steward shall be notified of the settlement.

E.1.3 Electing Severance or Recall

- E.1.3.1 An employee whose probationary or continuing appointment is to be terminated under E.1.2, will, before the date of termination, indicate in writing to the President, whether E.3 Severance or E.2 Recall is to apply. Only one may be selected. If no selection is made, E.2 Recall will apply and E.3 Severance will not apply.
- E.1.3.2 A regularized continuing part-time employee who is issued a layoff notice under the terms of E.1.1.7 must specify in writing to elect Severance or Recall. Only one may be selected. If no selection is made, Recall will apply and Severance will not apply.
- E.1.3.3 An employee whose probationary or continuing appointment is to be terminated but who is offered a temporary appointment may elect to delay the application of E.1.3.1 for the term of the temporary appointment. Such delay shall not prejudice, in any way, the employee's right to subsequently apply E.1.3.1. Time spent in a temporary appointment may not be counted when calculating severance in E.3.

E.2 Recall

- E.2.1 Subject to the provisions of E.1.3.1, if it is found that the amount of work can be increased in a specific area, the President shall offer reappointment in the reverse order of layoff to those continuing employees who are qualified for this area, and who had been laid-off within the previous two (2) years. Since all offers of recall will be sent by double-registered mail, it is important that laid-off employees maintain a current address with the University. A continuing employee accepting recall to a part-time position shall be paid at the part-time rate of pay.
- E.2.2 A continuing employee on layoff who is offered an appointment as provided under E.2.4 and who fails to communicate acceptance or rejection of recall notice within twenty-one (21) calendar days of receiving notice will be removed from the recall list and considered terminated.
- E.2.3 A continuing employee on layoff who rejects recall to a continuing appointment will be removed from the recall list and considered terminated.
- E.2.4 A continuing employee on recall who is offered a temporary appointment for more than seven (7) months but less than twelve (12) months that arises within his/her area of competency and who rejects such offer, will not be removed from the recall list. However, if that employee rejects a subsequent offer of a temporary appointment for more than seven (7) months but less than twelve (12) months, he/she will be removed from the recall list and considered terminated.
- E.2.5 Recalled employees shall be placed on the appropriate salary scale as if they are new employees.
- E.2.6 Recall – Regularized Continuing Part-Time Employees**
- E.2.6.1 In the event a laid-off employee chooses recall and is recalled to a workload of 50% or greater, the employee shall revert to his/her continuing part-time status.

E.2.6.2 If the employee on recall is working below the 50% workload threshold, he/she is a non-continuing part-time employee and the non-continuing part-time salary scale(s) are applicable. If the non-continuing part-time employee wishes to maintain benefit coverage, the employee is responsible for all health and welfare benefit costs.

E.2.6.3 If a continuing part-time employee chooses severance, his/her employment with TRU is terminated. In the event that TRU re-hires the employee at a later date, the employee must re-qualify for regularization.

E.3 Severance Pay

E.3.1 See 2(g) of Letter of Understanding #23 Transition Document

E.3.2 An employee who receives a severance payment pursuant to E.3.1 and who is subsequently reappointed is subject to the following:

E.3.2.1 The employee shall retain any severance payment made under the terms of E.3.1.

E.3.2.2 The employee shall retain any notice waiver payment made under the terms of E.1.3.3.

E.3.2.3 Any subsequent calculation of years of service for the purposes of E.3.1, shall commence with the date of such reappointment;

E.3.2.4 Any subsequent calculation of years of service for the purposes of determining a benefit shall commence with the date of such reappointment;


E.3.2.5 Any subsequent calculation of seniority shall commence with the date of such reappointment.

E.3.2.6 The benefits of E.3 do not apply to an employee terminated under Article 8.4.

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives, have affixed their signatures:

Signed on behalf of the Board:



Provost & Vice-President, Academic

2 May 2014

Date



TRU Spokesperson
TRU Negotiating Committee

2 . MAY 2014

Date

Signed on behalf of TRUFA:



President

11 JUNE 2014

Date



Representative
TRUFA Negotiating Committee

11 June 2014

Date

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