Collective Agreement

BETWEEN THOMPSON RIVERS UNIVERSITY AND THE THOMPSON RIVERS UNIVERSITY FACULTY ASSOCIATION

APRIL 1, 2019 - MARCH 31, 2022

THOMPSON RIVERS UNIVERSITY

TRUFA

Table of Contents

ARTICLE 1 – PRELIMINARY/PREAMBLE 2
1.1 Term of Agreement/Continuation Clause 2
1.2 Definitions 3

ARTICLE 2 – UNION SECURITY 6
2.1 TRUFA as Exclusive Bargaining Agent 6
2.2 Maintenance of Membership 6
2.3 Faculty Membership 6
2.4 Dues Deduction 6
2.5 Amount of Dues and Fees 7
2.6 Membership and Dues Authorization Forms 7
2.7 Assessments 7
2.8 Faculty Association Representation (General) 7
2.9 Faculty Association Representation (FPSE Staff) 8
2.10 Labour Disputes 8
2.11 Union - Management Relations 8
2.12 Employee List 8

ARTICLE 3 – FINANCIAL EXIGENCY 9
3.1 Financial Exigency 9
3.2 Joint Labour Management Committee 11
3.3 Employer Commitments 11
3.4 Order of Lay Off 13
3.5 Severance and Notice 13
3.6 14
3.7 Recall 14
3.8 Program Redundancy 14

ARTICLE 4 – GRIEVANCE PROCEDURE AND ARBITRATION 18
4.1 18
4.2 18
4.3 18
4.4 18
4.5 Interpretation 18
4.6 Grievance Procedure. 18
4.7 Abandonment of Grievance 19
4.8 Waiving of Time Limits 20
4.9 Expedited Mediation-Arbitration 20
4.10 Arbitration 21
4.11 Powers of the Arbitrator 21
4.12 Arbitration Cost Sharing 21

ARTICLE 5 – APPOINTMENT OF FACULTY MEMBERS 22
5.1 Ranks 22
5.2 Types of Appointments 22
5.3 Hiring Process 28
5.4 Faculty Complement 31
5.5 Program Coordinator Election 33
5.6 Department Chair Appointment 35
5.7 Faculty Orientation 37

ARTICLE 6 – TENURE AND PROMOTION OF FACULTY MEMBERS 38
6.1 Preamble 38
6.2 Progression to Tenure 38
6.3 Progression to Promotion in Rank 40
6.4 Application for Tenure and/or Promotion 40
6.5 Procedures of the Division, Faculty or School Tenure and Promotion Committee (DFSTPC) 41
6.6 Procedures of the University Tenure and Promotion Committee (UTPC) 44
6.7 Action Subsequent to Voting 45
6.8 Timeline for Tenure and Promotion Process 47
6.9 University Appeals Committee 48
6.10 Annual Report of Decisions on Tenure and Promotion 51
6.11 Criteria for Rank, Tenure and Promotion 51
ARTICLE 6 – APPENDIX 1 56

ARTICLE 7 – PERFORMANCE REVIEW 59
7.1 Review of a Faculty Member's Performance 59
7.2 Faculty Member's Annual Professional Activity Report (APAR) 60
7.3 Performance Review Committee 61
7.4 Department Chair Performance Review 64
7.5 Program Coordinator Review 65

ARTICLE 8 – PROGRESSIVE DISCIPLINE, SUSPENSION AND DISMISSAL . 66
8.1 Right to Have Stewart Present 66
8.2 Progressive Discipline 66
8.3 Suspension 66
8.4 Dismissal 66

ARTICLE 9 – PROTECTION OF EMPLOYEES 67
9.1 No Discrimination 67
9.2 Harassment 68
9.3 Technological Change 72
9.4 Copyright and Intellectual Property 73
9.5 Indemnification 74
9.6 Academic Freedom 74
9.7 Personnel Records 75

9.8 Additional Limitation on Contracting Out 75

ARTICLE 10 – WORKLOAD 76
10.1 Days and Hours of Work 76
10.2 Academic Duties and Responsibilities 76
10.3 Assignment of Duties and Responsibilities 77
10.4 Overloads/Overtime 88
10.5 Equivalent Workload Committee 89
10.6 Job Sharing/Reduced Workload Arrangements 89
10.7 Cross-Functional Appointments 90
10.8 Course Registrant Maxima 92

ARTICLE 11 – SALARIES 93
11.1 Salary Schedules 93
11.2 Cost of Living Allowance 93
11.3 Monthly Prorated Salaries 93
11.4 Department Chair Stipends 94
11.5 Initial Placement on Salary Schedule 94
11.6 Summer Session 97
11.7 Salary for Sessional and University Instructor Employees 97

ARTICLE 12 – STATUTORY HOLIDAYS, VACATION AND OTHER LEAVES ... 99
12.1 Statutory Holidays 99
12.2 Vacation 99
12.3 Leaves Preamble 100
12.4 Maternity, Parental and Adoption Leave 106
12.5 Secondment and Re-assignment 108
12.6 Leave of Absence for University Committees and Union Leave 109
12.7 Payment for Union Leave 110

ARTICLE 13 – HEALTH AND WELFARE BENEFITS 112
13.1 Preamble 112
13.2 Medical Services Plan and Extended Health Benefits Plan 112
13.3 Dental Plan Insurance 113
13.4 Group Life, Accidental Death and Dismemberment Insurance 113
13.5 Sick Leave, Short-Term and Long-Term Disability Benefits 113
13.6 Pension Provisions 114
13.7 Employee Assistance Program 114
13.8 Health and Safety (Worksafe B.C.) 114
13.9 Benefits for Sessional Employees 115
13.10 Benefits for University Instructor Employees 115
13.11 Utilization of Employment Insurance Premium Savings 115
13.12 Extended Health and Dental Insurance Continuation 115
13.13 Health and Welfare Benefits for Faculty Over Age 65 115
ARTICLE 13 – APPENDIX 1: MEDICAL TRAVEL REFERRAL BENEFIT 117

ARTICLE 14 – SABBATICAL LEAVE 121
14.1 121
14.2 Eligibility 121
14.3 Sabbatical Leave Committees 122
14.4 Departmental Sabbatical Leave Plan 123
14.5 Application 123
14.6 Application Review Procedure 123
14.7 Deferred Sabbatical Leave 125
14.8 Conditions While on Sabbatical Leave 126
14.9 Conditions Upon Return From Sabbatical Leave 127
14.10 Annual Report of the University Sabbatical Leave Committee 127

ARTICLE 15 – PROFESSIONAL DEVELOPMENT AND ALLOWANCES 128
15.1 Professional Development 128
15.2 Professional Allowances 129

ARTICLE 16 – GENERAL 131
16.1 Relocation Expenses 131
16.2 Professional Fees 131
16.3 Retirement Incentive 132
16.4 Phased Retirement 132
16.5 Waiver of Course Registration Fees for TRU Courses 133
16.6 Education Loan 133
16.7 University Assignment – Compensation for Expenses 134
16.8 TRU World International Assignments 135
16.9 Contract Interpretation Owing to Major Revision 138

APPENDIX A – SALARY SCHEDULES (TS Scale) 139
Floors and Ceilings for each Rank in the Tripartite and Bipartite Appointments .. 140
Sessional Rates for Qualified Teaching/Instructional Support Faculty 141
Sessional Rates for Qualified Teaching/Instructional Support Faculty Who Do Not Meet Posted Qualifications 142
Category 5 Faculty YMCR Basic Computer Courses 143

APPENIDX B – LETTERS OF UNDERSTANDING
#1 President and Vice-Chancellor TRU Appointment to a Faculty Position 144
#2 Selection and Appointment for New of Vacant Position: Provost & Vice-President Academic and Research, AVP Research & Graduate Studies, AVP Academic, AVP Open Learning, Dean, Associate Dean, University Librarian and Associate University Librarian 145
#3 Externally Funded Research Chairs 148
#4 Research Associates 152
#5 Postdoctoral Fellow 154
#6 Coordinator, Centre for Excellence in Learning and Teaching 156
#7 Writer-In-Residence Position, English & Modern Languages Department 157
#8 Partial Sick Leave and Partial Disability Benefits 158

#9 Adventure Studies Department 159
#10 Regional Literacy Coordinator 162
#11 Visiting Scholar 163
#12 Workload Calculation for Sessional Contracts 164
#13 Anomalous Right of First Refusal in the Inclusive and Special Education Certificate & Diploma Program and Bachelor of Education Program 165
#14 Implementation from Monthly to Bi-Weekly Pay 166
#15 Market Supplements – Establishment of the TRU Faculty of Law 167
#16 Rights of Former Lab Faculty 168
#17 Academic Access 169
#18 Workload Best Practices 170
#19 Equity, Diversity and Inclusion (EDI) Fund 171

APPENDIX "C" – INSTRUCTIONAL SUPPORT COORDINATORS 172

SIGNATURE PAGE 173

INDEX – CATEGORIES OF EMPLOYEES 174

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 1, 2019 to and including March 31, 2022 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 **"Academic Access"** For the purposes of Article 10, Academic Access is defined as English as a Second Language (ESL) and University Preparation (UPrep).

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

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

1.2.4 **"Department"** The administrative sub-division of a Faculty, Division or a School as established by the Senate.

1.2.5 **"Directed Studies/Honours Thesis/Reading Courses"** The following courses may be offered by the Departments with the agreement of the Faculty Member and the approval of the Department Chair and Dean.

(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.

1.2.6 **"Employee"** means a person employed within the bargaining unit represented by a union.

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

1.2.8 **"Evening Course"** A course which lasts at least two (2) hours beyond 1900 hours.

1.2.9 **"Functional Area"** The program or discipline in which the employee normally works.

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

1.2.11 **"Instructional Support Employees"** Includes counsellors, librarians, curriculum editors/writers, instructional designers and instructional support coordinators.

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

1.2.13 **"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.

1.2.14 **"Mutual Agreement"** Agreement in writing between the President of the Faculty Association and the President of the University or their respective designates.

1.2.15 **"Non-Trades"** For the purposes of Article 10, Non-Trades is defined as follows: Applied Business Technology, Employment Skills Training, Horticulture, and Health Care Assistant.

1.2.16 **"Notice"** Is notification in writing, either in print or electronic, beginning from the time at which the notice is delivered to the recipient.

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

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

1.2.19 **"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.

1.2.20 **"Senate"** refers to the Senate as outlined in Bill 2 of the *Thompson Rivers University Act [SBC 2005]* and is identified as Senate at Thompson Rivers University.

1.2.21 **"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

1.2.22 **"Tenured"** See Article 5.2.3.1

1.2.23 **"Tenure-Track"** See Article 5.2.1.1

1.2.24 **"Trades"** For the purposes of Article 10, Trades is defined as follows: Electrical, Electronics, Mechanical, Carpentry, Culinary Arts, Joinery, Gas Fitting, Welding and Plumbing.

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

1.2.26 **"University Instructor Appointment"** A University Instructor appointment is an ongoing appointment to a Sessional workload level of 4 – 3 credit courses, or equivalent, to 100% as defined in Article 10. The change from Continuing Sessional to University Instructor is effective August 1, 2020.

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, 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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.

2.8.1 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 the Faculty Member 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 their 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 (Tenured, Tenure-track, University Instructor, Sessional, or Limited Term Contract), rank, initial 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 Faculty 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 Faculty 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 Faculty 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 Faculty Members.

3.1.3.11.1 The Joint Labour Management Committee shall distribute the reductions required by the Board in Faculty 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 Faculty 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 Faculty 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, Faculty 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 Faculty Member or Faculty Members may be transferred to another department according to Article 3.3.3(c) in the University for which the Faculty Member is qualified only with their written consent. Any transfer of a Faculty Member to an administrative position outside of the Bargaining Unit shall be on terms and conditions satisfactory to the Faculty Member and the University. A Faculty 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 Faculty Member's category of appointment and rank shall be reinstated. The Faculty Member shall receive credit for years of service, and the Faculty 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

Faculty 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 University Instructor 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 Faculty Member at the University.

3.5 Severance and Notice

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

(a) Each Sessional Faculty Member shall receive notice that the University will honour all contractual obligations to the Faculty Member but that no subsequent contract will be offered.
(b) Each University Instructor Faculty 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 Faculty Member but that no subsequent appointment will be offered.
(c) Each Limited Term Contract Faculty 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 Faculty Member but that no subsequent contract will be offered.
(d) Each Tenure-track or Tenured Faculty 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 totaling 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 Faculty Members with Tenure, to a maximum of eighteen (18) months.

3.6 A Faculty 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 Faculty 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 Faculty Member's professional qualifications becomes available within the University. Such offers of recall shall be sent to the Faculty Member's last known address by registered mail. It shall be the Faculty Member's obligation to inform the University of their current address. A Faculty Member shall be given one (1) month to decide whether to accept recall and, if so, the Faculty 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 Faculty Members on layoff 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 Faculty 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 Faculty 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, University Instructor, and Sessional contracts shall be allowed to expire, and the Board shall impose a moratorium on the hiring of new Faculty Members in those departments until a negative finding of the Redundancy Committee under Article 3.8.6, or until the layoffs 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) Faculty Members chosen by the Board;
(b) Two (2) Faculty Members chosen by the Faculty Association;
(c) A Chair appointed by Senate, but the Faculty Member shall not be a Senate member.

No Faculty Member of the Redundancy Committee shall belong to the department affected by the proposed redundancy, nor shall any Faculty 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 Faculty 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 Faculty Members of their impending layoffs in accordance with Article 3.8.7.3, stating the academic and professional reasons why each individual Faculty Member is selected for layoff.

3.8.8 Severance and Recall

The University shall provide each Faculty 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, the Faculty Member may discuss it with their Department 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 the Faculty Member's 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 the Faculty Member's designate, and the President, or the Faculty Member's 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 the Faculty Member's 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 their consider appropriate. It is agreed that where the arbitrator is in possession of differing facts on key issues of evidence they 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, re-instatement 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 their own procedure but shall give full opportunity to all Parties to present evidence and make representation to them. The arbitrator shall proceed with all due diligence and endeavour to render a decision within twenty (20) working days from the date they are 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 FACULTY MEMBERS

5.1 Ranks

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

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

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

(a) Assistant Teaching Professor, Librarian I, Counsellor I, or Instructional Support I; etc.
(b) Associate Teaching Professor, Librarian II, Counsellor II, or Instructional Support II; etc.
(c) Teaching Professor, 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 Faculty 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 Faculty Members who have been granted Tenure at another University with membership in Universities Canada or an equivalent body, may apply to the Division/Faculty or School Tenure and Promotion Committee for Tenure. If such an application is approved, the Faculty Member shall be appointed to a Tenured position. If the application is denied, the Faculty Member shall be appointed to a Tenure-track appointment, as per Article 5.2.1.1.

5.2.2 Renewal of Tenure-Track Appointment

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.

5.2.2.2 Faculty 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.

5.2.2.3 If a Faculty Member's Tenure-track appointment is to be renewed, the Faculty Member shall receive a letter of appointment from the President at least three months prior to the end of their initial Tenure-track appointment.

5.2.2.4 If a Faculty Member's initial Tenure-track appointment is not to be renewed, the Faculty Member 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.

5.2.2.5 Notice of acceptance or rejection of the offer of a renewed appointment shall be given by the Faculty 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 Faculty Member

5.2.3.2.1 A Faculty Member with a bipartite appointment may apply to change to a tripartite appointment by submitting a scholarship plan to the Department Chair by September 15 in the year preceding the effective date of the change in appointment. The Faculty 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 6.11.

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 Faculty Member's background and experience that demonstrates their capabilities of bringing the plan to fruition.

5.2.3.2.1.1 The Department Chair 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 Faculty 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 Faculty 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 Faculty Member shall be evaluated according to Article 7.2.2(a).

5.2.3.2.1.6 Upon appointment to a tripartite position, the Faculty Member will assume the academic rank of Assistant Professor (no matter their existing rank) and will retain their existing salary step.

5.2.3.2.1.6.1 Should a Faculty Member who previously held the rank of Associate Teaching Professor or Teaching Professor apply for promotion from the rank of Assistant Professor, the Faculty Member is only required to submit an application and dossier related to, and be evaluated on, the discipline specific standards related to scholarship as per Article 6. Article 6.3.3 shall not preclude the submission of evidence of scholarship accumulated prior to the rank of Assistant Professor.

5.2.3.3 Change in Status from Tripartite to Bipartite Appointment

5.2.3.3.1 A Faculty Member with a tripartite appointment may apply to change to a bipartite appointment by submitting such a request to the Department Chair by September 15 in the year preceding the effective date of the change in the appointment. The Faculty 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 6.11.

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 Faculty Member's background and experience that demonstrates their capabilities of bringing the plan to fruition.

5.2.3.3.2 The Department Chair shall submit in writing the recommendation with supporting reasons to the Dean/Director.

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

5.2.3.3.4 When a Faculty 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 Faculty Member and the change in appointment shall be implemented at the beginning of the subsequent academic year.

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

5.2.3.3.6 After change to a bipartite appointment, the Faculty Member shall be evaluated according to Article 7.2.2(b).

5.2.3.3.7 Upon change to a bipartite appointment, the Faculty Member will retain the academic rank they held in the tripartite appointment.

5.2.3.4 Change in Appointment Level for Tenured Part-time Faculty Member

If a Tenured part-time Faculty Member has had an increased workload as per Article 10.3.1.2.1 beyond the level of their Tenured appointment and the additional workload continues at the new level for three years on an annualized basis, the Faculty 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 Faculty Members in the program area, the University offers a subsequent Limited Term Contract appointment in the same program for which the Faculty Member is qualified, and whose performance is deemed satisfactory, the Limited Term Contract Faculty 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 two or more Limited Term Contract Faculty 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 Faculty Member shall be granted a Tenure-track appointment, as per Article 5.2.1, when they have completed the equivalent of six (6) consecutive years' Limited Term Contracts in the same program and the work for which they are qualified is available in the subsequent year.

5.2.4.3.1 If two or more Limited Term Contract Faculty 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 Contract 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 Faculty Members in the program area must be assigned workload before the Faculty Member's extension can occur.

5.2.4.5 If a Limited Term Contract Faculty Member does not meet all of the qualifications for which the Faculty Member was hired, the Faculty Member shall not be eligible for re-appointment

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 Faculty Member's Sessional appointment substantially the same sessional work, as determined by the department, is available within the next 12 months, the Sessional Faculty Member shall be given a one-time sessional appointment called a probationary right of first refusal for this work.

5.2.5.2.1 A Sessional Faculty Member must have a satisfactory (has met the required standard) evaluation completed as per Article 7 following their first sessional appointment and prior to the end of the probationary right of first refusal appointment to earn right of first refusal for substantially the same sessional work in the future.

After completing substantially the same work over two (2) work terms with no evaluation being performed, the Faculty Member shall be given the right of first refusal for this work.

5.2.5.2.2 If two or more Sessional Faculty 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.

5.2.5.2.3 When a Faculty 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 Faculty Member shall maintain right of first refusal (according to Article 5.2.5.2) for sessional work upon completion of the Limited Term Contract.

5.2.5.2.4 If a Sessional Faculty Member does not meet all of the qualifications for the work for which the Faculty Member was hired, the Faculty Member shall not have the right of first refusal for any subsequent work.

5.2.5.2.4.1 Sessional Faculty Members who have not met all of the qualifications for previous work, may apply for new postings.

5.2.6 University Instructor Appointment

5.2.6.1 A University Instructor appointment is an ongoing appointment to a sessional workload level of 4 – 3 credit courses or equivalent to 100%, as defined in Article 10.

5.2.6.2 A Faculty Member shall be appointed to a University Instructor position when the Faculty Member has completed a sessional workload for three (3) consecutive years at a workload level of 4 – 3 credit courses or equivalent 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 4 – 3 credit courses or equivalent or greater of the maxima as defined in Article 10.

5.2.6.3 A Faculty Member with a University Instructor appointment shall have the right of first refusal for substantially the same available sessional work the Faculty Member performed previously.

5.2.6.3.1 When a Faculty Member who has a University Instructor appointment and is the successful applicant for a Limited Term Contract, that Faculty Member shall return to the University Instructor 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 University Instructor Faculty Members each have a right of first refusal for the same available University Instructor work as referenced in Article 5.2.6.3, then the Workload Committee shall choose the better candidate.

5.2.6.4 Where a University Instructor Faculty Member's work falls below 4 – 3 credit courses or equivalent workload for more than 2 consecutive years, the Faculty Member shall maintain right of first refusal for sessional work as per Article 5.2.5.2 and retain current salary step. The Faculty Member will return to a University Instructor appointment as soon as the work is greater than 4 – 3 credit courses or equivalent.

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 Faculty Members of the Department. In order to form a representative committee, departments may invite as needed, representatives from cognate Departments or other departmental Faculty Members to serve on the committee. One of the departmental Faculty Members shall be elected to be voting chair of the committee;
(b) The Department Chair; 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 Department Chair.

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

5.3.1.3 All Faculty Members of the Appointments Committee shall maintain confidentiality regarding the Committee's deliberations and decisions. Faculty 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. Faculty 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 Department Chair has received approval to advertise a position, the Appointments Committee shall:

(a) After consultation with the other Faculty Members of the Department, recommend to the Dean/Director and to the Provost & Vice-President Academic and Research, 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 Faculty 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.

5.3.2.3.2 Spousal Interview Eligibility

If the spouse or partner of a successful candidate for a Tenured or Tenure-track position at the University, or the spouse or partner of a Faculty Member already holding a Tenured or Tenure-track appointment at the University, applies for an advertised academic position at the University, the spouse's or partner's file shall be reviewed by the Appointments Committee of the department that has advertised the position, and if qualified, shall be short-listed and interviewed for that position.

5.3.2.4 Interview Eligibility

5.3.2.4.1 All qualified Faculty 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 Faculty Members of the Department. Faculty 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 Faculty Members in the Department and the Dean/Director and the Provost & Vice-President Academic and Research, 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 the Faculty Member's 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, which shall be sent to the Faculty Member and the Faculty Association.

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

5.3.2.7.3 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 Faculty 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 in Tenured, Tenure-track or Limited Term Contract appointments, this includes all courses that would have been assigned to faculty who have taken a release as per the collective agreement, with the exception of

Chair/Coordinator release as per the approved formula. 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 in Tenured, Tenure-track or Limited Term Contract appointments, this includes all courses that would have been assigned to faculty who have taken a release as per the collective agreement, with the exception of Chair/Coordinator release as per the approved formula. .

(i) The parties recognize that external factors may contribute to significant enrolment fluctuations. To account for this variability, the total number of credit courses used as the denominator in the percentage calculation will be defined as the actual number of credit courses offered reduced by 10%.

(b) No later than August 15 the University shall provide the Associate Vice-President Academic, Executive Director, Human Resources, the Deans, and the Faculty Association with a list of all credit courses, including the following for each course from the preceding academic year:

(i) campus
(ii) department
(iii) course
(iv) section
(v) work hours as applicable
(vi) Faculty Member name
(vii) appointment status of Faculty Member
(viii) Total number of courses allocated to release under the collective agreement

(c) Deans and Department Chairs will confirm the data is correct and together will assess the data regarding the faculty complement requirement as per Article 5.4.1(a). When the data does not meet the faculty complement requirement, the Dean and Department Chairs will make recommendations to the University and the Faculty Association to restore the percentage to the required level.

(d) Each Division, Faculty and School Dean and Department Chairs shall ensure that no less than 70% of all instructional support work is delivered by faculty in Tenured, Tenure-track or Limited Term Contract appointments, this includes all work that would have been assigned to faculty who have taken a release as per the collective agreement, with the exception of the Chair/Coordinator release as per the approved formula. When the percentage falls below 70%, the Dean and Department Chairs will make recommendations to the University and the

Faculty Association to restore the percentage to the required level.

(i) The parties recognize that external factors may contribute to significant enrolment fluctuations. To account for this variability, the total number of workload hours used as the denominator in the percentage calculation will be defined as the actual number of workload hours offered reduced by 10%.

(e) The parties shall meet by October 15 to review the recommendations from Article 5.4.1(c) and (d).

(f) 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 Department 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 reference 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 Faculty 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 Faculty Members of the department actually voting. Each Faculty Member, whether Tenured, Tenure-track, Limited Term, University Instructor 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 Faculty Member elected as Program Coordinator.

5.5.10 An incumbent Program Coordinator may seek a second consecutive three (3) year term, in which case the Faculty Member must obtain approval of a majority of the Faculty 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 Faculty Members of the program area, the Department 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 Faculty Members of the program area believe that there is just and reasonable cause to remove a Program Coordinator, a majority of the program area Faculty 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 Faculty 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 Faculty Members shall hold a secret ballot vote on the question: 'Shall the Program Coordinator be recalled?' If the majority of the program area Faculty 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 Faculty 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 their position as a Tenured Faculty 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 Faculty Members of the program area, shall appoint an Acting Program Coordinator for a period that shall not exceed one (1) year.

5.6 Department Chair Appointment

5.6.1 Whenever a vacancy arises for a Department Chair, the Department Appointments Committee shall begin the search for a Department 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 Faculty Members of the department shall be eligible to be considered for the position of Department Chair.

5.6.3 The Appointments Committee shall review the applications for the position of Department 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 Faculty Member, whether Tenured, Tenure-track, Limited Term, University Instructor or Sessional, shall have one vote.

5.6.6 The Department Chair shall serve a three (3) year term.

5.6.7 The Department Appointments Committee shall forward the name of the elected Department Chair to the Dean.

5.6.8 If the Dean accepts the decision of the Committee, the Dean shall offer an appointment to the Faculty Member elected as Department Chair. If the Dean disagrees with the Committee's decision, the Dean shall inform the Department Chair of the Committee within five (5) working days stating the reasons in writing why they disagree. 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 Department Chair for a term not exceeding one academic year.

5.6.9 An incumbent Department Chair may seek a second consecutive three (3) year term, in which case the Faculty Member must obtain approval of a majority of department's Faculty 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 Department 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 Faculty Members of the Department and the Dean.

5.6.11 The term of appointment for a Department Chair shall be from June 1 to May 31.

5.6.12 If a Department 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 Department Chair

5.6.13.1 The Parties recognize the right of the University to remove a Department Chair from office for just and reasonable cause. A Department 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 Department Chair, a majority of department Faculty Members must petition the Dean in writing, providing reasons for seeking recall. A copy of this petition shall be forwarded to the Department Chair and Dean for review.

5.6.13.3 The Dean shall call a meeting to discuss the issues with the Department 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 Department Chair be recalled?' If the majority of the department Faculty Members vote in favour, the Department Chair shall be recalled and the provisions of Article 5.6.14.1 shall apply.

5.6.13.5 The removal of a Faculty Member from the position of Department Chair in no way cancels or supersedes the procedural regularities that exist for that person in other Articles of this agreement in terms of their position as a Tenured Faculty Member.

5.6.14 Acting Department Chair Appointment

5.6.14.1 When there is an unexpected vacancy in the position of Department Chair, the Dean, in consultation with the department and Provost, shall appoint an Acting Department 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 FACULTY MEMBERS

6.1 Preamble

6.1.1 The granting of tenure is the recognition by academic peers and the University that Faculty 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 Faculty 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.

6.1.1.1 Tenure signifies the right of a Faculty 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

6.1.2 Promotion in rank is recognition of the Faculty Member's growth and development in their profession, and as a Scholar, and of their service to the University and the academic community.

6.1.3 Decisions on the granting of tenure and the awarding of promotions in rank to Faculty 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 (DFSTPC) and,
(b) The University Tenure and Promotion Committee (UTPC).

6.2 Progression to Tenure

6.2.1 A Faculty Member holding a Tenure-Track Appointment, as defined in Article 5.2 must apply for tenure no later than during the sixth (6^{th}) year of their Tenure-Track Appointment.

6.2.1.1 It is the responsibility of the Faculty Member to initiate the application process according to Article 6.4.

6.2.1.2 A Faculty Member is entitled to be considered for tenure during any year of their Tenure-Track Appointment. The Faculty Member who chooses to be considered for tenure prior to the sixth (6^{th}) year of their Tenure-Track Appointment shall not be required to exceed performance standards beyond those normally considered appropriate for tenure, nor shall the UTPC lower its standards to accommodate such a Faculty Member.

6.2.1.3 When a Faculty Member takes leave under Articles 12.3.4, 12.4, Long Term Disability under Article 13.5, or has Jury Duty assigned for 6 (six) months or longer under Article 12.3.5, the time period for the tenure-track appointment and application for tenure shall be extended by the same time period of the approved leave.

6.2.2 A Faculty Member holding a Tenure-Track Appointment may apply and be considered for tenure only once.

6.2.3 The UTPC shall not consider a Faculty Member's application for tenure unless the Faculty Member has received a Tenure-Track Appointment, except as provided in Article 6.2.4.

6.2.4 Initial Appointment with Tenure

A Prospective Candidate appointed under Article 5.2.1

(a) may be appointed to a tenured position at TRU when the Faculty Member has already been granted tenure at another post-secondary institution. The DFSTPC will approve requests for initial granting of tenure when it is determined that previously held designations in full-time academic positions at other degree granting institutions with membership in Universities Canada or an equivalent body. Reasons for denial shall be limited to the non-equivalency of the designation or the lack of appropriate accreditation of the previous institution.

(b) may be granted tenure upon appointment when the Faculty Member has not previously been granted tenure at another degree-granting institution with membership in Universities Canada or an equivalent body. In such cases, the prospective candidate must submit sufficient evidence in line with Article 6.4.1 with letters of reference in lieu of external reviewer reports, which would allow the DFSTPC and the UTPC to adequately assess the prospective candidate’s qualifications, and make a recommendation to the President prior to their recommendation to the Board.

6.2.5 A Faculty Member may apply for tenure with or without promotion.

6.2.5.1 A Faculty Member may apply for promotion only if they already have tenure or if they are applying for tenure at the same time as promotion.

6.3 Progression to Promotion in Rank

6.3.1 Application for promotion in rank is initiated by the individual Faculty Member in accordance with Article 6.4.

6.3.2 Applications for initial rank shall be considered on the basis of the Faculty Member's career achievements.

6.3.3 Promotion shall be based on accomplishments beyond those required for the granting of tenure. All promotions shall demonstrate incremental and cumulative progress. Promotion shall be based on accomplishments beyond the Faculty Member's present rank in line with Article 6.11.7, and the applicable discipline-specific tenure and promotion standards for the relevant rank.

6.3.4 Initial Appointment with Rank

A Prospective Candidate appointed under Article 5.2.1

(a) may apply, at initial appointment, to the relevant DFSTPC for designation to a rank above that of the usual initial appointment, provided that the Faculty Member has held an equivalent rank in a full-time academic position at other degree granting institutions with membership in Universities Canada or an equivalent body. Reasons for denial of such an application shall be limited to the non-equivalency of the designation or the lack of appropriate accreditation of the previous institution.

(b) may be granted a higher rank upon appointment when the Faculty Member has not previously been awarded that rank at another degree-granting institution with membership in Universities Canada or an equivalent body. In such cases, the prospective Faculty Member must submit sufficient evidence in line with Article 6.4.1 with letters of reference in lieu of external reviewer reports, which would allow the DFSTPC and the UTPC to adequately assess the prospective candidate's qualifications, and make a recommendation to the President prior to their recommendation to the Board.

(c) In exceptional cases, may be granted an initial appointment with rank, but without tenure.

6.4 Application for Tenure and/or Promotion

6.4.1 Application for tenure and/or promotion shall be made in writing by the Faculty Member, and shall be sent to the Dean/Director and the chair of the appropriate DFSTPC on or before the date specified in Article 6.8. The application shall contain sufficient information for the Committee to make an evaluation and recommendation with respect to the criteria and 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, except in circumstances in which the applicant has not been required to submit Annual Professional Activity Reports for all or a portion of the past three (3) years
(d) a list of at least six (6) potential external reviewers as per Article 6.4.2
(e) and such other documentation as the Faculty Member considers as evidence of fulfilment of the criteria.

6.4.2 In consultation with the Chair of the Faculty Member's Department, the Faculty Member shall submit a list of at least six (6) external reviewers, along with contact information (address, phone number and email), to the chair of the DFSTPC. External reviewers must be suitably qualified, at arm's length from the applicant, capable of making an assessment and external to the University. Where appropriate, external reviewers should also have international stature.

The applicant shall inform the DFSTPC chair in writing of the nature of the relationship the Faculty Member has or had with those individuals nominated to be external reviewers. If the Faculty Member believes that a potential external reviewer may not be suitable based on reasonable apprehension of bias or conflict of interest, the Faculty Member shall notify the DFSTPC chair.

6.5 Procedures of the Division, Faculty or School Tenure and Promotion Committee (DFSTPC)

6.5.1 The DFSTPC will comprise at least five faculty members holding designation equivalent or senior to that for which the Faculty Member is applying, plus the Dean or Dean's delegate as non-voting chair, plus one non-voting Faculty Association representative.

(a) At least two (2) Faculty Members shall be from the applicant's discipline.
(b) At least one (1) Faculty Member of the Committee shall be from a Department other than that (those) in which the applicant holds appointments(s).
(c) If sufficient Faculty Members holding appropriate designation and other qualifications are not available in the applicant's department or Division, Faculty or School, the DFSTPC chair, in consultation with the Provost, shall include qualified faculty from other Divisions, Faculties or Schools.
(d) The chair shall try to achieve gender balance on the Committee.
(e) Each DFSTPC will hold its initial meeting on or before September 15.
(f) No Faculty Member shall be a member of the DFSTPC during

the academic year in which the Faculty Member is to be considered for promotion.

(g) No Faculty Member shall be a member of both the DFSTPC and the UTPC.

(h) No Faculty Member shall be a member of any DFSTPC and the University Appeals Committee.

6.5.2 The chair of the DFSTPC as appropriate, shall provide each member of the Committee

(a) A written copy of the discipline-specific standards by which the applicant's qualifications will be assessed, and

(b) Each applicant's application and supporting documentation within ten (10) working days of receipt of an application.

6.5.2.1 The Committee chair, no later than September 10th and before the Committee's initial meeting, will provide the applicant and the TRUFA representative with a list of the members of the committee. The applicant has the right to object to one or more DFSTPC members on the grounds of reasonable apprehension of bias or conflict of interest. The committee chair shall ensure that the named committee member(s) is/are replaced.

6.5.2.2 The committee shall select three (3) external reviewers for each applicant and confirm the availability of external reviewers, and shall forward to each external reviewer a copy of the applicant 's curriculum vitae and other relevant material. The external reviewers shall be requested to respond within twenty (20) working days.

6.5.2.3 The committee may also suggest names of potential external reviewers. The majority of external reviewers shall be chosen from the applicant's list.

6.5.3 The DFSTPC shall assess each applicant's performance in areas applicable to their appointment (tripartite or bipartite) and department or discipline specific performance standards approved by Senate.

6.5.3.1 The applicant shall be invited by the DFSTPC to present highlights and help clarify the contents of the dossier and answer Committee questions. It is the applicant's choice to be present for this purpose; the presence or absence of the applicant shall not be interpreted in a negative fashion in any of the proceedings. The applicant shall have the right to be accompanied by a representative of the Faculty Member's choice to serve as a non-participating observer during their appearance before the Committee; the representative shall not act in a legal advisory capacity. If present, the applicant and the representative shall withdraw at the completion of this appearance and the committee shall consider its recommendation in camera.

6.5.3.2 The DFSTPC may request from the applicant any additional information it deems necessary or relevant to make a recommendation. Additional information must be provided by the applicant to the Committee within ten (10) working days of the Committee's request.

6.5.3.3 If in the course of deliberations the DFSTPC determines that its majority opinion will be to recommend denial of an application, the DFSTPC Chair will provide the applicant written information noting areas in which the Applicant's performance may be deemed not to meet the required standards and invite the applicant to address the committee (prior to any vote being taken by the Committee) to respond to such information.

6.5.4 The DFSTPC Chair will forward the application, supporting documentation, letters from the external reviewers and a committee approved written report containing the results of its review and its recommendation for approval or denial of each application to the UTPC chair, and the Dean, by the date specified in Article 6.8.

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 recommending denial tenure or promotion shall be substantive, shall pertain to the criteria for Academic Designation, Tenure and Promotion as referenced in Article 6.11, and shall include enough specific details from the Senate-approved discipline-specific standards documentation and the Principles and Essential Features document to enable the applicant to know the basis for the recommendation.

(b) A statement by the Committee that it is unable to reach a majority positive recommendation shall be taken as a negative recommendation.

6.5.4.1 The DFSTPC Chair will forward a copy of the committee approved written report containing the results of its review and its recommendation for approval or denial of the application to the applicant, by the date specified in Article 6.8.

6.5.5 The DFSTPC shall keep an Official Record of minutes. At the conclusion of the committee's deliberations, the minutes shall be placed in a file in the chair's office. Included in the minutes shall be records of all DFSTPC recommendations and the reasons for them as well as a numerical record of all votes.

6.6 Procedures of the University Tenure and Promotion Committee (UTPC)

6.6.1 The UTPC is chaired by the Provost & Vice President Academic and Research (or designate), and reports its recommendations on specific tenure and promotion cases to the President.

6.6.2 The UTPC shall consist of:

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

No Faculty Member shall be a member of the UTPC during the academic year in which the Faculty Member is to be considered for promotion. No Faculty Member shall be a member of both the DFSTPC and the UTPC.

6.6.3 The UTPC chair shall distribute all materials received from the chairs of the DFSTPCs to the UTPC members within ten (10) working days of the date of receipt specified in Article 6.8.

6.6.4 The chair of the DFSTPC will be present for the UTPC's discussion to provide any further information for clarification the Committee deems necessary to make a recommendation. The relevant Department Chair may be invited to provide any further information for clarification the Committee deems necessary to make a recommendation.

6.6.5 The applicant has the right to object to one or more UTPC members on the grounds of reasonable apprehension of bias or conflict of interest. The Applicant shall notify the Committee chair in writing by the first business day after January 1.

6.6.6 The UTPC shall request from the applicant any further information for clarification it deems necessary to make a recommendation. If in the course of deliberations the UTPC determines that its majority opinion will be to recommend denial of an application, the UTPC chair will provide the applicant written information noting areas in which the applicant's performance may be deemed not to meet the required standards and invite the applicant to address the committee (prior to

any vote being taken by the Committee) to respond to such information.

It is the applicant's choice to be present for this purpose; the presence or absence of the applicant shall not be interpreted in a negative fashion in any of the proceedings. The applicant shall have the right to be accompanied by a representative of the Faculty Member's choice to serve as a non-participating observer during their appearance before the Committee. The representative shall not act in a legal advisory capacity. If present, the applicant and the representative candidate shall withdraw at the completion of this appearance and the committee shall consider its recommendation in camera.

6.6.7 The UTPC's recommendation shall be based only on documentation presented and the evidence heard, and the recommendation of the DFSTPC.

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

6.6.9 Voting

(a) The Senate shall establish the terms of reference for the UTPC.
(b) The motion shall be framed in the affirmative: That the applicant be granted tenure or promotion.
(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.

6.7 Action Subsequent to Voting

6.7.1 If the UTPC's recommendation as described in Article 6.7.2 is different from the recommendation of the DFSTPC, the UTPC shall redirect the application to the DFSTPC for reconsideration.

6.7.1.1 After review and reconsideration, the DFSTPC chair shall send the application and the written final recommendation back to the UTPC for consideration prior to rendering its final recommendation.

6.7.2 By the date specified in Article 6.8, the applicant, the applicant's Dean, and the DFSTPC chair shall be informed of the UTPC'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.

6.7.3 If the applicant wishes to appeal the recommendation of the UTPC, then, within ten (10) working days of receipt of formal notice according to Article 6.7.2, the applicant shall send a written notice of appeal to the chair of the University Appeals Committee (UAC) with a copy to the UTPC chair stating the grounds for appeal as stipulated in Article 6.9.2.2 and including evidence to support these grounds in accordance with Article 6.9.3.1.

6.7.4 If the applicant does not appeal the recommendation, then, by the date specified in Article 6.8, the chair of the UTPC shall forward a report to the President with copies to the Faculty Member, the DFSTPC chair and the Faculty Association. The report shall include:

(a) The Faculty Member's application for tenure and/or promotion, as appropriate, together with documentation presented,
(b) The DFSTPC's recommendation, as described in Article 6.5.4; and
(c) The UTPC's recommendation as described in Article 6.7.2.

6.7.5 Exceptions to Article 6.7.4 shall only occur when a Faculty Member has exercised their rights under Article 6.7.3. In this case the notice to the President shall occur immediately upon the recommendation of the appeals process. When such occurs the timelines in Article 6.8 shall be adjusted accordingly.

6.7.6 Once the President has received a report as per Article 6.7.4 the Faculty Member shall submit the UTPC's recommendation to the Board at the first meeting of the Board following receipt of the recommendation of the UTPC.

6.7.7 If the Board decides not to adopt the recommendation of the UTPC or the UAC, 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 Faculty Member; the UTPC or the UAC as appropriate; the DFSTPC; the President; and the Faculty Association.

6.7.8 Within ten (10) working days of the Board's decision or, at the latest, by the date specified in Article 6.8 the President or the Faculty Member's designate shall give the Faculty Member formal notice of the granting or denial of tenure and/or promotion. Tenure appointments and promotions for Faculty Members shall be effective July 1 following the Board's decision.

6.7.9 In cases of tenure, if the Board's decision is that it be denied, the Faculty Member'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.

6.8 Timeline for Tenure and Promotion Process

6.8.1 The following timeline shall be adhered to in all Tenure and/or Promotion applications and decision-making. Alternative dates may be established by mutual consent of the Faculty Member and the University:

(a) By May 15 prior to the academic year during which a Faculty Member's application will be reviewed, the Dean/Director notifies in writing all Faculty Members in their Division, Faculty or School who are eligible to apply for Tenure as per Article 6.2.1. A notice shall be placed on the University web site announcing a September 1 deadline for applications for Tenure and Promotion.

(b) By August 1, Faculty 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 Faculty Members who will submit an application.

(c) By September 1, Faculty Members shall submit their application portfolio to the Chair of the appropriate DFSTPC.

(d) By September 10, the chair of the DFSTPC shall inform applicants of the names of the committee members.

(e) By December 15, the Chair of the DFSTPC shall forward to the Chair of the UTPC and the Dean the complete application file and the recommendation of the Committee as outlined in Article 6.5.4.

(f) By December 15, the Chair of the DFSTPC shall forward to the applicant a copy of the recommendation of the committee as outlined in Article 6.5.4.1.

(g) By February 28, the Chair of the UTPC shall forward to the President the complete application portfolio, the recommendation of the DFSTPC and the recommendation of the UTPC with reasons.

(h) By March 31, the President shall notify the Faculty Member of the Board's decision provided there is a meeting of the Board held after the President received the report of the UTPC and before March 31. If the Board does not meet between receipt of the report by the President and March 31, the Board will make a decision at the first scheduled meeting after March 31.

(i) When a Faculty Member has been reviewed for tenure, the Faculty Member must be notified of the decision on or before April 30 of the academic year in which the Faculty Member was considered.

6.9 University Appeals Committee

6.9.1 The University Appeals Committee (UAC) shall receive all appeals against recommendations of the UTPC.

6.9.2 When a Faculty Member May Appeal

6.9.2.1 A Faculty Member may appeal only in cases where:

(a) The UTPC's recommendation has the effect of terminating employment, or

(b) The UTPC's recommendation conflicts with that of the DFSTPC.

6.9.2.2 Appeals shall be based only on procedural grounds. Procedural grounds for an appeal can be met by one or both of the following conditions:

(a) The procedures of this collective agreement as it applies to the review process in Articles 6.1 to 6.8.1 have not been properly adhered to. The Faculty Member may not lodge an appeal based on a procedural error committed by the Faculty Member.

(b) The appropriate criteria and Senate-approved discipline-specific standards for tenure and promotion applicable at the time of the application according to Article 6 have not been consistently applied by the UTPC or the DFSTPC.

6.9.3 Submitting an Appeal

6.9.3.1 Notice of appeal against a recommendation of the UTPC shall be submitted to the Chair of the UAC in accordance with the timelines in Article 6.8. This written notice shall include all evidence to support the grounds for appeal as stipulated in Article 6.9.2. This written submission shall form the basis on which the appeal is to be adjudicated by the UAC.

6.9.3.2 The applicant or the TRUFA representative on the UTPC may make an allegation that the UTPC recommendation represented an inconsistency of application of criteria and standards, as per Article 6.9.2.2 (b). In this case, only evidence of specific related cases brought forward by the TRUFA representative on the UTPC will be accepted and must be included in the written notice of appeal.

6.9.4 Membership of the UAC:

(a) Core members:

(i) One tenured Faculty Member, jointly appointed by the Faculty Association and the Senate for a three-year term, to act as a non-voting Chair.

(ii) Two tenured Faculty Members, jointly appointed by the Faculty Association and the Senate for a three-year term.

(b) Cognate member when required [see Article 6.9.5.2(b)]
One tenured Faculty Member from a cognate discipline jointly appointed by the Faculty Association and the Senate.

(c) 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.

(d) No individual may serve on the UAC and on either the DFSTPC or the UTPC during the same academic year.

6.9.5 University Appeals Committee Procedures

6.9.5.1 The Chair of the UAC shall arrange to keep minutes of each meeting, including a record of attendance and recommendations, and a file of all documents consulted.

6.9.5.2 Within 15 working days of receiving an appeal the core members of the UAC will decide whether the appeal meets the conditions set out in Article 6.9.2 and, if it does, the UAC will either:

(a) Determine that a documented procedural error has occurred and will then follow Article 6.9.5.6, or

(b) Request the assignment of a cognate member to the committee as per Article 6.9.4(b). In this case, a cognate member will be assigned within five (5) working days of the request and the UAC will then follow Article 6.9.5.3.

When the conditions set out in Article 6.9.2 are determined not to be met, Article 6.9.5.5 will be followed.

6.9.5.3 Within 10 working days of the assignment of a cognate member, the four (4) member UAC will either:

(a) Uphold the UTPC recommendation and follow Article 6.9.5.5, or

(b) Determine that the appeal is upheld and follow Article 6.9.5.6, or

(c) Determine that a hearing is necessary in order to arrive at a recommendation and follow 6.9.5.4.

6.9.5.4 Appeals – Hearing Required

6.9.5.4.1 Within 20 working days of 6.9.5.3 (c) the four (4) member UAC will hold a formal hearing. The appellant shall be allowed to bring a non-participating support person of the Faculty Member’s choice to serve as an observer. This person shall not act in a legal advisory capacity. The chair of the UAC shall contact the DFSTPC and UTPC chairs to invite a representative from each of these committees to the hearing.

6.9.5.4.2 The appellant and the Faculty Member's non-participating support person as well as the DFSTPC and UTPC representatives shall be invited to be present at the hearing and 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 UAC shall inform participants of their rights and duties prior to the commencement of any testimony.

6.9.5.4.3 At the conclusion of the hearing, the four (4) member UAC shall consider its recommendation in camera. The recommendation shall be by simple majority. Within 10 working days of the conclusion of the hearing the UAC will either:

(a) Uphold the UTPC recommendation and follow Article 6.9.5.5, or

(b) Determine that the grounds for the appeal are upheld and follow Article 6.9.5.6.

6.9.5.5 UTPC recommendation is upheld

Within ten (10) working days of the UAC upholding the recommendation of the UTPC the UAC will provide a written explanation for its recommendation to the Faculty Member, the Faculty Association, and the Chair of the UTPC.

6.9.5.6 Appeal is upheld

6.9.5.6.1 When the UAC determines that the grounds for the appeal have been upheld, the committee must refer the matter to the UTPC with specific recommendations on how to correct the procedural error(s) or reconcile the inconsistency of application of criteria or standards. The UTPC must address the recommendations and report the actions it took in a letter back to the UAC within twenty (20) working days of receipt of the UAC referral.

6.9.5.6.2 Should the UAC conclude that the UTPC's actions did not correct the errors upheld in the appeal the chair of the UAC shall notify the President of this situation and provide recommendations for the President for further action. If the President chooses not to implement the UAC recommendations, the President shall provide written reasons for the decision to the chair of the UAC.

6.9.5.6.3 When deemed appropriate the UAC will provide a written explanation for its recommendations to the Faculty Member, the Faculty Association, and the Chair of the UTPC.

6.9.6 At the conclusion of the work of the UAC, there shall be no right to further appeal. The procedures and provisions relating to appeals are not intended to supplant or infringe upon the Faculty Member's right to grieve under Article 4.

6.10 Annual Report of Decisions on Tenure and Promotion

6.10.1 An annual report which summarizes the activities of the UTPC shall be prepared by the chair of the UTPC and distributed to all Faculty Members by June 30. The report shall include in each of the tenure and promotion categories, the following statistics:

(a) The number of Faculty Members recommended by their DFSTPC;
(b) The number of Faculty Members not recommended by their DFSTPC;
(c) The number of Faculty Members recommended by the DFSTPC that were not recommended by the UTPC;
(d) The number of Faculty Members not recommended by the DFSTPC that were recommended by the UTPC.

6.10.2 An annual report that summarizes the activities of the UAC according to Article 6.9 shall be prepared by the chair of the UAC and distributed to all Faculty Members by June 30. The report shall include in each of the tenure and promotion categories, the following statistics:

(a) The number of Faculty Members who appealed to the UAC and were recommended for promotion by their DFSTPC but not by the UTPC;
(b) The number of Faculty Members who appealed to the UAC in cases where the UTPC did not recommend the granting of tenure;
(c) The number from (a) where the UAC referred the matter back to the UTPC;
(d) The number from (a) where the chair of the UAC notified the President that the UTPC's actions did not correct the error(s) upheld in the appeal.
(e) The number from (b) where the UAC referred the matter back to the UTPC.
(f) The number from (b) where the chair of the UAC notified the President that the UTPC's actions did not correct the error(s) upheld in the appeal.

6.11 Criteria for Rank, Tenure and Promotion

6.11.1 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.

6.11.2 Faculty Members with a tripartite appointment who apply for rank, 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

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

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

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

6.11.5 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 rank, tenure and promotion. 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.

6.11.5.1 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 Rank, Tenure and Promotion.

6.11.5.2 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 Article 10.3.5.1.

(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. The professional roles of Counsellors are referenced in Article 10.3.5.2.

(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 descriptions as referenced in Letters of Understanding #18 and #19.

6.11.5.3 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.

6.11.5.4 Service

Service is active participation in the corporate life of the University community, the Faculty 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 Faculty Member's discipline; consulting work; and contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.

6.11.6 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 6.11.2 and 6.11.3 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.

6.11.7 Rank

The following ranks shall be granted when Faculty Members meet each of the applicable criteria in accordance with Articles 6.11.2 and 6.11.3.

6.11.7.1 Assistant Professor/Assistant Teaching Professor/Librarian I/ Counsellor I/ Instructional Support I

(a) Academic Qualifications: The normal criterion will be the terminal degree required in the Faculty 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.

6.11.7.2 Associate Professor/Associate Teaching Professor/Librarian II/ Counsellor II/ Instructional Support II

(a) Academic Qualifications: The normal criterion will be the terminal degree required in the Faculty 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 Faculty 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 current rank.

6.11.7.3 Professor/Teaching Professor/Librarian III/Counsellor III/ Instructional Support III

(a) Academic Qualifications: The normal criterion will be the terminal degree required in the Faculty 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 Faculty 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 current rank.

ARTICLE 6 – APPENDIX 1

For faculty for whom teaching is a required portion of their workload, a teaching dossier must be included in any application for tenure and/or promotion. Evidence that might be used to demonstrate the required level of competence in teaching for the purposes of tenure and/or promotion is presented below. Such evidence may include both quantitative and qualitative aspects. The list of Teaching Activities in (a) below is neither inclusive nor exclusive, nor does it imply expectations of performance. The list of activities is not presented in order of preference with regard to rank, tenure or promotion but reflect activities which Faculty 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

Faculty Members will present evidence of their teaching activities as part of their teaching dossier. 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. The assessment of teaching cannot be based solely on student questionnaires.

(c) The teaching dossier must include the following:

(i) List of courses taught, including the course number and title, credit value, and enrolment;

(ii) A sample of selected course outlines indicating teaching experience and indicating changes, updates, revisions and new materials during the period under review;

(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) A minimum of three sets of course evaluations and three sets of peer observation data across a range of assigned courses as per Article 10, if applicable, within the 40 month period preceding the application.

(v) A statement of the Faculty Member's teaching philosophy and pedagogical goals and objectives.

(vi) A description of professional development in the pedagogical area. Here one might describe steps taken to improve one's own teaching and how each activity has directly impacted one's own teaching, such as

- Participating in seminars, workshops, or professional meetings concerned with the improvement of teaching;
- Presenting or publishing articles, commentaries or reviews related to teaching;
- Receiving instructional development grants;
- Use of 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; and
- Analysis of course evaluation data that demonstrates a reflective scholarly teacher.

(d) The teaching dossier may include the following:

(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) Involvement with course curriculum changes and/or development of new courses.

(iii) Course and/or teaching evaluations conducted by the Faculty Member; any comments the Faculty Member may wish to make about these evaluations, or about the Performance Review Committee evaluations conducted as referenced in section (iv) above;

(iv) Information from students, including informal student evaluations, letters, and testimonials;

(v) 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;

(vi) 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.;

(vii) Information on a Faculty 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.);

(viii) Evidence of outstanding achievement by one's students (for example, bibliographical information pertaining to publications by students on course-related work);

(ix) 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);

(x) Description of activities concerned with high school liaison;

(xi) Other material that the Faculty Member deems relevant.

ARTICLE 7 – PERFORMANCE REVIEW

7.1 Review of a Faculty Member's Performance

7.1.1 The University shall review the performance of Faculty Members to provide an assessment of performance to recognize the Faculty Member's achievements and to identify areas in need of development in the Faculty Member's teaching/professional role, scholarship and service responsibilities, for those with a tripartite appointment; teaching/professional role and service responsibilities for Faculty Members with a bipartite appointment; and teaching/professional role for Faculty Members with a Sessional or University Instructor appointment; taking into account the Faculty Member's workload, the workload standard in the Faculty Member's department or discipline, and the Faculty 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 Faculty Member's performance shall be in accordance with the regulations below or with other provisions in this Agreement.

7.1.3 Faculty 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 Faculty 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) Sessional appointment to establish right of first refusal as per Article 5.2.5.2;

(v) Final year of Limited Term Contract appointment to establish right of first refusal as per Article 5.2.4.2.

(vi) To determine eligibility for extension of a Limited Term Contract under the terms of Article 5.2.4.4

7.1.4 The appropriate Department Chair and Dean/Director shall meet and consult during the first two weeks of the semester or contract to determine which Faculty Members' performances are to be reviewed according to Article 7.1.3. The name(s) of the Faculty 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 Faculty 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 Faculty Member's Annual Professional Activity Report (APAR)

7.2.1 An APAR is a formative tool for a Faculty Member to report on their current academic year's activities, goals and outcomes as they relate to the Faculty Member's research/scholarship, teaching/professional role, service, and professional development, as well as identify specific goals for the upcoming academic year.

7.2.2 Each Tenured, Tenure-track and Limited Term Contract, and University Instructor Faculty Member shall submit an APAR to their Department Chair and Dean/Director no later than June 30th.

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

(a) For Faculty 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 Faculty Member's profession; and
   (ix) Description of major external activities.

(b) For Faculty 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 Faculty Member's profession; and
(vii) Description of major external activities.

(c) For Faculty Members with a University Instructor appointment, the format shall include, where applicable:
(i) Teaching/professional role responsibilities, including all courses taught;
(ii) Internal and external activities related to teaching/ professional role;
(iii) Professional development; and
(iv) Awards and honours received.

7.2.4 The APAR must contain sufficient detail of the Faculty Member's activities and their outcomes to enable the Department Chair and the Dean/Director to review the Faculty Member's performance and to provide the Faculty Member with appropriate guidance to improve their performance. Such review must be received no later than October 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 Faculty Members; one Faculty Association representative (non-voting); and the Department Chair (non-voting). Both genders shall be included wherever possible. At least one Faculty Member of the committee must be representative of the appointment type (ie. bipartite or tripartite) of the Faculty 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 Faculty Member shall not be reviewed by anyone with a real or apparent conflict of interest.

7.3.3 Normally, the elected Faculty Members shall be Tenured Faculty Members of that Department. The Department 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 Faculty Member, who may rotate chairing the Committee.

7.3.5 When a Department Chair or any other members of the PRC is to be evaluated by the PRC, the Department shall elect an alternate Faculty Member to the Committee to consider the performance reviews of those individuals.

7.3.6 When a Department Chair is to be evaluated by the PRC, the Faculty Members of the Committee (see: Article 7.3.4 above) shall elect from among their own Faculty Members a chair for the consideration of this case.

7.3.7 Review Process

7.3.7.1 The PRC shall review the Faculty Member's performance in their teaching/professional role, scholarship and service (tripartite), teaching/professional role and service (bipartite) in the academic (July 1st – June 30th) year(s) under review and shall prepare an assessment of the Faculty Member's performance. In the case of Sessional faculty, the PRC shall review the Faculty Member's performance in the teaching/professional role during their Sessional contract.

7.3.7.2 The summative performance review for each Faculty Member shall be based on:

(a) The relevant exhibits and items listed in the Faculty Member's Annual Professional Activity Report per Article 7.2; and

(b) Teaching Responsibilities

  (i) A teaching dossier as outlined in Article 6 – Appendix 1. Student course evaluations may be used as evidence of students' classroom experience and for the purposes of the Faculty Member demonstrating reflective scholarly practice, but they may not be used as evidence of teaching effectiveness.

  (ii) For the Faculty Members who do not have at minimum 3 course evaluations as per Article 6 – Appendix 1 (c)(iv), they will be required to submit an analysis of all course evaluations for the period under review; and

  (iii) Classroom visitation and assessment by colleague, one (1) per each year of contract under review;

(c) Instructional Support/Professional Role Responsibilities

  (i) A statement of the Faculty Member's professional-role philosophy as well as a statement of goals and objectives

  (ii) A description of professional development in the

professional role area;

(iii) Evaluation of Faculty Member's performance in professional role, where applicable, for the academic year(s) under review, as evidenced by instruments and procedures developed based upon departmental requirements; and

(iv) Peer assessment by colleagues(s), one (1) per year of contract under review;

(d) Evaluation of Faculty Member's performance in scholarship, where applicable, for the academic year under review;

(e) Evaluation of Faculty Member's performance in Service role, where applicable, for the academic year under review;

(f) Any other evidence that may be relevant (see Article 6.11).

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 Faculty 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 6.11.5 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 Faculty Member's case;

(b) Comparative consideration of the assessment of all Faculty Members in the Department(s) or discipline area;

(c) The Faculty Member's assigned workload in the Department/ Discipline;

(d) The appropriateness of the facilities and resources available for the Faculty Member's teaching and scholarship; and

(e) Normally increasing expectations of performance as a Faculty Member progresses from rank to rank.

7.3.7.5 The Faculty 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 Faculty Member's performance has met the required standard; or

(b) The Faculty 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 Faculty Member's performance has been unsatisfactory, the review report shall include:

(a) The specific areas of the Faculty 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 Faculty Member and Faculty Association of their determination of the Faculty Member's performance, along with a copy of the PRC Review Report.

7.3.7.9 If the Faculty Member's performance has been determined to be unsatisfactory, the Dean/Director and Faculty Member shall meet to discuss and jointly develop an action plan, which will include institutional support that may be offered to the Faculty Member. The Dean/Director shall inform the Faculty Member that the PRC will again review the Faculty Member's performance at the conclusion of the following academic year.

7.4 Department Chair Performance Review

7.4.1 The review system for Department Chairs, completed by the Department (all Department Faculty Members must be given the opportunity to provide input), is primarily formative and conducted in the second year of the Department 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 identify a Faculty Member who will be responsible for initiating the Department's evaluation of the Chair. The Department shall inform the Dean of this Faculty Member's name by September 15. The Department shall provide the Dean, a review report, written and objectively supported, on the Department Chair's performance on or before November 15.

7.4.3 The Dean shall meet annually with each Department Chair to review their performance and, in consultation with the Department Chair, to set the Department Chair's key duties and responsibilities for the next academic year. At least five (5) working days before the meeting with the Dean, the Department Chair shall submit to the Dean their 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 Department Chair by their department.

7.5 Program Coordinator Review

7.5.1 The review system for Program Coordinators, completed by Faculty 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 identify a Faculty Member who will be responsible for initiating the evaluation of the Program Coordinator by Faculty Members in that program area. The Department shall inform the Dean of this Faculty Member's name by September 15. Faculty 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 their 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 their 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 their program area.

ARTICLE 8 – PROGRESSIVE DISCIPLINE, SUSPENSION AND DISMISSAL

8.1 Right to Have Steward Present

An employee shall have the right to have their 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 their 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 shall be initiated for just and reasonable cause. Such discipline normally begins with a letter of warning/reprimand, then progresses to suspension and finally to dismissal. Such disciplinary action shall be fair, reasonable and commensurate with the seriousness of the violation.

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.

8.3.2 The President, or designate, shall provide the employee immediately with a written statement of cause.

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 Faculty 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, sex, sexual orientation, gender identity or expression, marital status, family status, 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, diversity and inclusion program.

9.1.5 For the purposes of this Article, age means age as defined under the B.C. Human Rights Code.

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.

9.1.7 The University will offer educational and training programs designed to build understanding, address systemic barriers and create a work environment that fosters equity, diversity and inclusion.

9.1.8 The Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in the workplace including recruitment, selection, training and promotion of equity-seeking groups, including but not limited to women, Indigenous peoples, people with diverse needs, racialized minorities, LGBTQ2S+, and those with intersectional identities. Such cooperation will emphasize

increasing the number of designated group members, improving their employment status, and increasing inclusiveness through identification and implementation of steps to improve the employment status and promote the full participation of members of these designated target groups during their employment. Amendments to the Collective Agreement may be made if necessary; however, any amendment is subject to the mutual agreement of the Parties.

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 Faculty 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 legislation 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 Faculty Members of the institutional community are aware of their responsibility with respect to the policy.

9.2.2 Definitions

9.2.2.1 ”Harassment” includes any behavior that satisfies one or more of the following definitions:

(a) **Harassment based on a prohibited ground of discrimination** (“Discriminatory Harassment”) is behaviour directed towards another person or persons that:
   (i) is abusive or demeaning; and
   (ii) adversely affects the recipient on one or more of the prohibited grounds of discrimination under British Columbia’s Human Rights Code; and

(iii) would be viewed by a reasonable person experiencing the behavior as an interference with their participation in a University-related activity.

(b) **Sexual Harassment**
Behaviour of a sexual nature by a person:
(i) who knows, or ought reasonably to know, that the behavior is unwanted or unwelcome; and
(ii) which interferes with another person's participation in a University-related activity; or
(iii) leads to, or implies, job-related consequences for the person harassed.

(c) **Personal Harassment**
Behaviour directed towards a specific person or persons that:
(i) would be considered by a reasonable person to create an intimidating, humiliating, or hostile work or learning environment; and
(ii) is not a reasonable action by the Employer related to the management and direction of the University and its Employees.

9.2.3 Complaint 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 an informal or formal mediation process.

The complainant and respondent may agree to try to resolve a complaint informally with the assistance of a resource person. If they are unable, or unwilling, to do so, they may request that the University and the Association arrange a formal mediation as follows:

(a) The Parties will discuss the nature of the complaint and agree upon an internal or external mediator who will conduct the mediation;
(b) The University will advise the parties to the complaint that the mediation process and resolution are expected to be kept strictly confidential by all participants;
(c) Where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered concluded;
(d) 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 respondent does not agree to mediation, or no resolution is reached during the mediation process, the complaint will be referred to an investigator agreed upon by the Parties. The University may also initiate an investigation in appropriate circumstances.

The investigator will normally be appointed within thirty (30) working days of referral of the complaint to investigation.

The referral should, where possible, include a written statement from the complainant and the respondent which outline the issue(s) in dispute. The referral and written statements will be forwarded to the investigator, by the University, with a copy 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 **The Investigator's Report**

(a) Upon completion of the investigation, the investigator will prepare a report (the "Investigator's Report"), which will include:
  (i) a summary of the allegation giving rise to the Report;
  (ii) a summary of relevant evidence gathered during the investigation; and
  (iii) the investigator's findings of fact, including whether the alleged conduct occurred, on a balance of probabilities, and whether the conduct constituted harassment as defined in the Collective Agreement.

(b) The Investigator's Report 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 respondent. 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.

(c) The Investigator's Report will not normally be introduced as evidence of the truth of the allegations in the complaint. This does not preclude the Parties from reaching an Agreed Statement of Facts based upon facts in the report in preparation for an arbitral proceeding.

(d) The University is entitled to rely on the fact of mediation or the Investigator's Report as evidence that may mitigate liability in a proceeding that follows receipt of the Report.
(e) 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 Report where the issue of good faith is raised by a griever 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 normally conclude their work within 30 days of appointment and will render their Report within a further 20 working days. These timelines may be extended if deemed appropriate by the Parties. If requested by the investigator, the University will provide meeting space and contact information about persons to be interviewed.
(h) 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 Investigator's Report, if any, within ten (10) working days of the receipt of the Investigator's Report. The University will provide the Faculty Association with its written determination. If necessary, this timeline may be extended by mutual agreement between the 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.

9.2.6 False Complaints and Breaches of Confidentiality

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

9.2.7 Retaliatory Action

Retaliation in respect of a complaint is strictly prohibited and may result in discipline.

Should retaliation be alleged following the filing of a complaint, the complainant may include the allegation of retaliatory action in their complaint and 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 and Policies

Where a complaint under Article 9.2 involves allegations pursuant to the University's Sexual Violence Policy (BRD 25-0), or 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 and Research, 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, the Faculty Member 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 the Faculty Member's lifetime and upon their death by their 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 the Faculty Member's 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 willful 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. Faculty 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 Faculty 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 Faculty 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 the Faculty Member's 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 Faculty Members the work week will be Monday through Friday, unless an arrangement is made that is mutually acceptable to the Faculty 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 Faculty Members are entitled to a minimum twelve (12) hour break between workdays, unless a suitable alternate arrangement can be made between the Faculty Member and the Department Chair.

10.1.3 For Instructional Support Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty Members with a tripartite workload the principal duties will be teaching/professional role and scholarship, and for Faculty Members with a bipartite workload it will be teaching/ professional role.

10.2.2 Faculty Members with a tripartite workload shall be entitled to and expected to devote a reasonable proportion of time to scholarship as defined in Article 6.11.5.3. In carrying out these activities, Faculty 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, Faculty 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 Faculty 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 Faculty 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 Faculty Member shall be entitled to and expected to devote a reasonable proportion of time to service as defined in Article 6.11.5.4.

10.3 Assignment of Duties and Responsibilities

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

10.3.1.1 Faculty Members may be assigned to work in more than one functional area. Such Faculty 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 Tenured, Tenure-track and Limited Term Contract Faculty Members shall be assigned work before any University Instructor Faculty Member.

10.3.1.2.1 Any Tenured and Tenure-track part-time Faculty Member shall be entitled to additional workload to 100% before any University Instructor or Sessional Faculty Member.

10.3.1.3 Standard workload for Tenured Faculty members found in Articles 10.3.3, 10.3.4, 10.3.5 and LOU #17 can be adjusted annually by mutual agreement between the Faculty Member, the Chair and the Dean.

10.3.1.4 University Instructor Faculty Members shall be assigned work in their department or academic unit to the level of their appointment before any Sessional Faculty Members receive work.

10.3.1.4.1 A Faculty Member with a University Instructor appointment will submit by May 1 to their Chair their workload preferences for the next academic year.

10.3.1.4.2 A Faculty Member with a University Instructor appointment will normally be assigned their workload by June 1 for the next academic year. Assignment of workload will follow Article 10.3.2.2.

10.3.1.4.3 Once workload is assigned for the next academic year, the total percentage of workload will be honoured by the University. Any change in a University Instructor's assignment shall take place only when a significant change in circumstances occurs and in consultation with the University Instructor.

When the University instructor does not accept the change in assignment, there will be a commensurate change in workload percentage.

10.3.1.5 University Instructor Faculty Members who have less than 100% workload shall be entitled up to 100% workload for which the Faculty Member is qualified before any Sessional Faculty Member is offered workload.

10.3.2 Teaching Faculty Members

10.3.2.1 Teaching Faculty 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 Faculty 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 Faculty Member's teaching assignment shall be assigned by the Department Chair following consultation with the Teaching Faculty Members of the department or academic unit, and using a collegial process, which shall include, 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 Department 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 Faculty 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 Department Chair with written rationale for such denial.

10.3.2.4 Following the approval of the Dean, the Department Chair shall, by November 1 of each academic year, inform each Teaching Faculty Member in writing the details of their teaching assignment for the next academic year. Any change in a Teaching Faculty 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 Faculty 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 Multiple factors must be considered when creating equitable teaching assignments. The Department Chair, when determining the Teaching Faculty 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 Faculty 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 Faculty 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 teaching assistants, markers or instructional assistants;
(j) Preparation for a course not taught by the Teaching Faculty 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

10.3.2.6.1 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 Faculty members of the Department and approved by the Dean.

10.3.2.6.2 The Department Chair shall submit to the Faculty Association the credit given to relevant factors in Article 10.3.2.6 by November 1 of each year.

10.3.2.6.3 The weighting and workload credit given to work/courses in determining Tenured and Tenure-track Faculty Members workloads must be applied to all Limited Term Contract, University Instructor and Sessional Faculty Members for the same work/course.

10.3.2.7 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Teaching Faculty 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 Faculty 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 Faculty 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 Faculty 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 With agreement of the Faculty Member's department or academic unit, Teaching Faculty 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. Faculty Members holding an external research grant with funds available to pay for Sessional replacement shall not be denied such reduction in teaching.

10.3.2.10.1 With agreement of the Faculty Member's department or academic unit, Teaching Faculty 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. Faculty Members holding an external grant with funds available to pay for Sessional replacement shall not be denied such reduction in teaching.

10.3.2.11 With agreement of the Faculty Member's department or academic unit, Teaching Faculty 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.

10.3.2.12 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 Faculty Members and assignment will be based on the qualifications of the applicants.

10.3.2.13 A Teaching Faculty Member shall be entitled to appeal to the Equivalent Workload Committee according to Article 10.5 if the Faculty Member believes that the allotted teaching assignment in Article 10.3.2.4 is unfair.

10.3.3 Standard Teaching Assignment for Teaching Faculty Members in Semesterized Programs

10.3.3.1 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Teaching Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty Members who also teach labs, clinical, practicum, field school, tutorials, studio, and shop.

10.3.4 Standard Teaching Assignment for Teaching Faculty Members in Non-Semesterized Programs

10.3.4.1 **Vocational Trades Faculty 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 Faculty 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, 2020.

10.3.4.1.2 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Faculty 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 Faculty 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 Faculty 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, 2020.

10.3.4.2.2 Notwithstanding the provisions in Article 10.3.2.6, the standard teaching assignment maximum for Faculty 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 Instructional Support Faculty Members

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

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

10.3.5.2 The responsibilities of Faculty 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 an Instructional Support Faculty Member with a tripartite workload shall receive a 1.5 day/ week reduction in work/professional role assignment.

Article 10.3.2.10 shall apply to all Instructional Support Faculty Members with tripartite workloads.

10.3.5.3 Notwithstanding the provisions made for determining the standard workload, Instructional Support Faculty members in Articles 10.3.5.5, 10.3.5.6, 10.3.5.7 and 10.3.5.8 shall have their workload assignment reduced by 13 days during the first year of their initial Tenure-track appointment.

10.3.5.4 The expectation for engaging in service according to Article 10.2.3 shall be accommodated within the 35 hour per week workload. Article 10.3.2.11 shall apply to all Instructional Support Faculty Members with bipartite or tripartite workloads.

10.3.5.5 **Librarians' Standard Workload**

10.3.5.5.1 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

Professional Role:

10.3.5.5.2 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
- 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 Librarian 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 Librarian, the Librarians Department, professional bodies and other bodies as required

10.3.5.5.3 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 Faculty 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.

10.3.5.5.4 Multiple factors must be considered when creating equitable work assignments. The librarian workload shall be assigned by the Department 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 University Librarian. 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, 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

10.3.5.6 **Counsellors Standard Workload**

10.3.5.6.1 Counsellors shall have a maximum of 25 contact hours.

Professional Role:

10.3.5.6.2 Multiple factors must be considered when creating equitable work assignments. The counselling work assignment shall be assigned by the Department 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

10.3.5.7 **Instructional Designers Standard Workload**

10.3.5.7.1 An annual workload for an Instructional Designer will be 8 average courses or equivalent submitted to curriculum services.

10.3.5.7.2 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.

10.3.5.7.3 Article 10.3.2.6.1 and 10.3.2.6.2 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

10.3.5.8 **Other Instructional Support Standard Workload**

10.3.5.8.1 The Other Instructional Support classification includes those Faculty 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 Faculty members may assume a leadership role in the exercise of their duties, as collegially determined through discussion with their Department Chair and approved by the Dean/Director.

Professional Role:

10.3.5.8.2 The normal work week for Other Instructional Support Faculty Members, either bipartite or tripartite, is defined in Article 10.1.3. The duties of Other Instructional Support Faculty 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 Faculty 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

10.3.5.8.3 Multiple factors must be considered when creating equitable work assignments. The standard workload shall be determined by the appropriate Workload Committee and Department Chair, as approved by the Dean/Director, in accordance with Article 10.3.2.2, following consultation with the Other Instructional Support Faculty 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

10.3.6 Off-Campus Assignments

10.3.6.1 Faculty Members may, as part of their regular workload, have to perform duties outside their assigned location. Faculty Members required to perform duties outside their assigned location shall receive approved expenses.

10.3.6.2 For instructional support Faculty Members who perform duties outside their assigned location, travel time shall be fully credited as part of workload.

10.3.6.3 Faculty Members temporarily required to relocate to a location outside of their assigned location shall receive all approved expenses.

10.3.7 Department Chair Teaching Assignment

10.3.7.1 All Department Chairs shall have their workload reduced in proportion to the time required to perform the duties of the Department Chair, as determined by the Department and the relevant Dean or Director.

10.3.7.2 All Department 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.

10.3.8 University Instructor Workload

The standard teaching or professional role workload for all University Instructors as per Article 5.2.6.1 is assigned over 3 semesters/12 months. A 100% workload for each category of work is as follows:

(a) 10 courses or 30 credits for Teaching Faculty Members in semesterized programs
(b) 800 hours for Vocational Non-trade Faculty members
(c) 1062.5 hours for Vocational Faculty Members
(d) 1400 hours for Instructional Support Faculty Members
(e) 682.5 hours for Academic Access Faculty Members

10.3.9 Program Coordinators Workload

10.3.9.1 All Program Coordinators shall have their workload reduced in proportion to the time they spend in a coordinating capacity, as determined by the Department Chair and the relevant Dean or Director.

10.3.9.2 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 Department Chair must have approval from the Dean and the VP Academic.

10.4.2 Should the Dean and the Department Chair request that a Faculty Member be assigned work exceeding the standards specified in Articles 10.3.3, 10.3.4, and 10.3.5 in the fall or winter semester and the Faculty Member agrees, the Faculty Member shall be offered:

(a) Payment in the amount of one-tenth (1/10) of the ceiling for Assistant Professor/Assistant Teaching Professor (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 A Faculty Member in the Animal Health Technology Program will be given a stipend of $125 for each weekend that the Faculty Member is required to supervise students and treat animals.

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

10.5 Equivalent Workload Committee

10.5.1 When a Faculty Member believes that her or his workload assignment is inequitable, the Faculty 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) Faculty 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, or 10.3.5
(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 Faculty 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 Faculty 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 Faculty Members to engage in an employment arrangement known as job sharing/reduced workload.

10.6.2 A Faculty 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 Faculty Member. The replacement may be a part-time Faculty Member or a full-time Faculty 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 Faculty Member engaged in a job sharing/reduced workload arrangement shall be paid at a prorated rate based on their 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 Faculty 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 Faculty Member may apply to the President if the Faculty Member feels that the job sharing/reduced workload arrangement has enabled the Faculty Member to engage in activities that warrant receiving an increment at the normal time.

10.6.7 A Faculty Member engaged in a job sharing/reduced workload arrangement shall be responsible for any additional costs incurred to maintain their 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 Faculty Member is assigned to a workload in more than one department.

10.7.2 A cross-functional appointment that is made during a Tenure-track or Tenured appointment requires the agreement of the Faculty Member and shall have the approval of both Deans.

10.7.3 A primary department and Department Chair will be identified for each cross-functional appointment. The primary department will be identified as the department where the Faculty Member has the majority of their workload assignment. In the case where a Faculty Member is initially appointed to a workload split equally between two departments, the Faculty Member and the Department Chairs in the relevant departments shall mutually agree to the assignment of a primary department for the Faculty 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 Department Chair will serve all administrative functions: APAR, summative evaluation, sabbatical, Tenure and promotion, workload assignment, leave of absence requests, office supplies and allocation, secretarial support etc. In all cases the Department Chair and Dean of the primary department shall seek input from all departments to which the Faculty Member has been appointed.

10.7.5 Workload assignment shall be made in a collegial manner with input from the Faculty Member and the departments to which the Faculty Member has been appointed.

10.7.6 The procedures and criteria for APAR review, summative evaluation, Tenure and promotion, sabbatical etc. shall be consistent with the procedures and criteria for Faculty Members with appointments in a single department. Evaluation, sabbatical, Tenure and promotion committees shall include Faculty Members from all departments to which the Faculty Member has been appointed. If the departments have different criteria, the criteria for evaluation, Tenure and promotion for the cross-appointed Faculty 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 Faculty 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 Faculty Member.

10.7.9 A Faculty Member in a cross-functional appointment shall be entitled to full participation in the affairs of each department to which the Faculty Member is appointed, this includes voting and eligible for election and participation in all committees including Faculty Council.

10.7.10 A Faculty 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 Course 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 Faculty 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 Faculty Members with a tripartite workload and teaching in semesterized programs course registrant maxima per Faculty 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 Faculty 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 Faculty Members of the Department in the term when the maxima are exceeded;
   (b) To offer to the Faculty Member a reduction of workload in the next year that is commensurate with the amount of the overload;
   (c) To offer to the Faculty 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:

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

11.4 Department Chair Stipends

11.4.1 The stipend Department 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 Department Chair Roles Committee as per LOU #31 of the 2014 – 2019 TRU/TRUFA Collective Agreement.

11.4.2 All Department Chairs shall receive an allowance of $301.68 per year per full-time employee or equivalent supervised.

11.4.2.1 Department 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 Department Chair stipend and release.

11.5 Initial Placement on TS Scale

11.5.1 Faculty Members qualify for placement at Step 1 of the TS scale when they are the successful candidate for a posted position.

11.5.2 Increments Granted for Initial Placement on the TS Scale – New Employees

For the purpose of Article 11.5.2, increments shall be granted on the following basis for all new employees:

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

11.5.2.2 One (1) increment for each two (2) years of relevant postdoctoral work, at an institution recognized by the Universities Canada or equivalent;

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

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

11.5.2.5 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 11.5.2.6.

11.5.2.6 One (1) increment for each two (2) years of relevant doctoral study while in full-time attendance at an institution recognized by the Universities Canada or equivalent, up to a maximum of one (1) increment;

11.5.2.7 One (1) increment for other relevant degrees above the minimum, except for the Ph.D. under Article 11.5.2.5;

11.5.2.8 One (1) increment for other relevant diplomas (or equivalent) above the minimum qualifications;

11.5.2.9 Total all increments and round to the nearest whole number;

11.5.2.10 Initial placement on the TS scale shall be made by the President or designate. Increments for experience preceding or following completion of the minimal educational or training qualifications may be granted at the discretion of the President.

11.5.2.11 Initial placement on the TS scale shall not exceed Step 5 on the TS Scale referenced in Appendix A except as authorized in writing by the President.

11.5.2.12 The initial TS scale placement of Faculty Members shall not exceed the ceiling articulated in Appendix A for the applicable rank.

11.5.2.13 All salary placement records shall use the Salary Placement Record form, which shall include a statement informing the employee of the right to appeal the salary placement under Article 11.5.3.1.

11.5.3 Change of Placement on the TS Scale

11.5.3.1 An employee who believes that their initial placement on the TS Scale is incorrect may apply in writing within the first six (6) months of employment to have the alleged misplacement corrected.

11.5.3.2 Upon completion of a degree or an activity which would have earned an increment as per Article 11.5.4, 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.

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

11.5.4 Increments Granted – Tenured, Tenure-track and Limited Term Contract Employees

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

11.5.4.2 One (1) increment for other relevant degrees above the minimum, except for the Ph.D.;

11.5.4.3 One (1) increment for other relevant diplomas (or equivalent) above the minimum qualifications;

11.5.4.4 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 11.5.4.5;

11.5.4.5 One (1) increment for each two (2) years of relevant doctoral study while in full-time attendance at an institution recognized by the Universities Canada or equivalent, up to a maximum of one (1) increment;

11.5.4.6 Total all increments and round to the nearest whole number;

11.5.4.7 Upward movement on the TS Scale for an Instructor I employee (as defined in the TRU/TRUFA Collective Agreement dated April 1, 2012 – March 31, 2014) is barred at Step 6 until the employee qualifies for unrestricted movement to the TS Scale according to Article 11.5.1.2 of the TRU/TRUFA Collective Agreement dated April 1, 2012 – March 31, 2014.

11.5.5 Sessional and University Instructor Employees

11.5.5.1 The denominator for Instructional Support in LOU #26 of the TRU/TRUFA Collective Agreement dated April 1, 2004 – March 31, 2010 shall have no impact on the annual workload for Tenured, Tenure-track, Limited Term Contract and Instructional Support, as defined in Article 10 and Article 11.

11.5.5.2 Sessional and University Instructor employees have the same right to salary placement review and appeal procedures as full-time employees as indicated in Article 11.5.3.1 of the Collective Agreement.

11.5.5.3 In exceptional circumstances the President may approve special Sessional and University Instructor pay rates in excess of the Sessional and University Instructor 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.

11.5.5.4 Sessional employees will receive 4.5% of salary in lieu of vacation, to be paid on termination of contract.

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 University Instructor 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-02 x % of workload.

11.7.1.2 Teaching Members and Instructional Support Members who do not meet the posted qualifications shall be paid 66.4% of TS 01 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
(e) Academic Access Members: 546 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 Faculty Member appointed to a University Instructor Appointment shall be granted one increment on the TRUFA Salary Grid upon appointment, and one increment annually. Such salary will be paid out

over 12 months and will be based on the workload percentage as per Article 10.3.8.

11.7.3 The maximum incremental progression for University Instructor Instructional and Instructional Support Members shall be the highest step achievable by Faculty Members holding the Assistant Professor/Assistant Teaching Professor/Instructional Support I, Librarian I or Counselor I ranks.

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, the Faculty member shall be given an extra day's vacation at a time agreeable to their Department Chair.

12.1.3 Christmas Period

12.1.3.1 Faculty Members of the Bargaining Unit shall have the period from December 24th to the first business day 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 employees shall receive a two (2) day "mid-term break". The dates of this break shall be determined by the President or delegate.

12.2.3 An employee may, subject to the recommendation of his Department Chair and relevant Dean or Director and the approval of the President, carry over a portion of their 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.

12.2.4 A Sessional Faculty Member shall have the option to elect vacation payout or paid vacation time with pensionable service. The Parties will develop a form for Faculty Members outlining the two options. Each Sessional Faculty Member will upon appointment indicate in writing their desired option for vacation entitlement.

12.2.5 A Faculty Member appointed as a University Instructor shall be entitled to a vacation period of 20 working days to be taken at a time approved by the President. Vacation periods for employees not appointed by August 1 shall be prorated on the basis of the first appointment year.

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 their previous position, except for the position of Department Chair or Program Coordinator for which there is no guarantee of reinstatement.

Benefits While on Leave

An employee will continue to receive their 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 Tenure-track or Tenured employee of the University (providing legislation so allows).

12.3.1.3 The employee is expected to return to the University upon completion of their 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 the Faculty Member's agreement to resume their 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 the Faculty Member engaged in during unpaid leave would qualify for an increment, as stipulated in Article 11.5.3, the Faculty Member 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty Member were not on leave.

(b) Where a Faculty 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 Faculty Member who returns to work following a leave granted under this provision shall be placed in the position the Faculty 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 Faculty 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 the Faculty Member 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 the Faculty Member 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 their 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 employee benefits, contributions to the benefits schemes and salary increases, the employee is regarded as a Tenure-track or Tenured 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. The application is subject to the approval of the President.

12.3.7.2 The exchange shall normally be for a period of no more than 12 months and shall cover a period mutually agreeable to the Faculty Member and the University.

12.3.7.3 The exchangee's salary shall be paid by Thompson Rivers University

while the Faculty Member is on the program. Their 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 the Faculty Member's 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 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.

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 Tenure-track or Tenured 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 pensionable service will be given and full pension deductions made from gross salary during the salary deferral period.

12.3.8.7.6 Pensionable service will NOT be earned, nor pension deductions made, during the leave period.

12.3.8.7.7 Upon approval by the BC Pension Corporation, an employee may purchase pensionable service 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 their 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 the Faculty Member’s agreement to resume their 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 the Faculty Member engaged in during leave would qualify for an increment, as stipulated in Article 11.5.3 of the Collective Agreement, the Faculty Member 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 Faculty 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 their 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 their child.

12.4.7 Additional Leave 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 one 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 their 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 their 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 their 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 the Faculty Member 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 the Faculty Member from attending meetings of a university committee to which the Faculty Member has been elected or appointed, will be granted a leave of absence from their 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 to 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 12.6.3 of the TRUFA Collective Agreement. The parties agree to the following for the payment of union leave under Articles 2.8.2 and 12.6.3.

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 Faculty Member in semesterized program who is on 50% union leave would be a 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:

Canada Pension Plan	5.10%
Employment Insurance	2.27%
WorkSafe BC (WCB)	0.28%
Vacation	4.50%
College Pension Plan	10.34%
Total	22.49%

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, 12.6.2 and 12.6.3, 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 Faculty 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 Faculty 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 $2,000 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 six 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 six-month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The six-month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

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, and Limited Term employees. University Instructor 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 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 University Instructor Employees

A Faculty Member appointed to a University Instructor appointment shall be eligible for full benefit coverage of the Collective Agreement. The premiums shall be cost shared based on the percentage of workload. All calculations for premium proration are based on a 24 credit course, or equivalent. Premium proration is based on the previous academic year's 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 University Instructor, 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 Faculty 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:	▪ $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	When ordered by the attending physician because in their 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: ▪ 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:	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.
Meals:	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.
Attendant:	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.

Exclusions	
No benefit shall be payable for:	▪ 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 their 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 specialty 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:	▪ 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 Faculty 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 Faculty 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 Faculty 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 Faculty Members may apply for sabbatical leaves on the following basis:

a) During the sixth (6th) year of service at the University a Faculty 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) year of service at the University a Faculty Member shall be eligible to apply for a sabbatical leave of six (6) months at 80% of salary:
c) A Faculty Member must be Tenured prior to the start date of the sabbatical and the Faculty 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 Faculty 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 Faculty Member's time of employment in a Tenure-track and/or Tenured appointment at the University;
b) The Faculty 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 Faculty Members. Where a Department does not have five (5) Tenured Faculty Members, the additional Faculty 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 Faculty 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. Faculty 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 Faculty Member of the University Sabbatical Leave Committee will be from the applicant's Division Faculty or School.

14.3.2.1 No Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty Member. If the recommendation of the Dean is to defer or deny the leave, the Faculty 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 Faculty Member during the period of sabbatical leave, the value to the Faculty 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 Faculty 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 Faculty Member, if any, to the

recommendation of the Dean;
(f) The Faculty 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 Faculty 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 Faculty Member in writing, and shall include reasons for the decision.

14.6.6 A Faculty Member whose Sabbatical Leave has been granted according to Article 14.6.4 may, at their option, apply to the Associate Vice- President Research and Graduate Studies to have a portion of their 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 Revenue Agency (CRA).

14.7 Deferred Sabbatical Leave

14.7.1 The University Sabbatical Leave Committee may defer the granting of an approved sabbatical leave to a Faculty 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 Faculty 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 Faculty Member's leave or any

other reasonable justification agreed to by the Parties.

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

14.7.3 In extenuating circumstances, the Faculty Member may make a request to the Dean to defer their 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 Faculty Member requests deferral.

14.8 Conditions While on Sabbatical Leave

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

14.8.2 Department Chair stipends are discontinued during sabbatical leave.

14.8.3 A Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty 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 Faculty Member not satisfy this condition, the Faculty Member shall be indebted to the University for the sum of the salary, benefits and pension contributions paid to the Faculty 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 Faculty Members will submit electronically to the Department 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 Faculty Member, the Faculty Member'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 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 Department 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 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.

15.1.2.6 A Faculty Member appointed as a University Instructor shall be entitled to 20 days of professional development in each University year. The timing of this professional development is to be mutually agreed between their Chair 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 The University shall make available to each Tenured, Tenure-track or Limited Term Contract member a Professional Allowance of $1600 for the period from April 1, 2014 to March 31, 2015. This Professional Allowance shall be increased by $50 annually.

15.2.1.1 The University shall make available to each Tenured part-time member a pro-rated Professional Allowance based on actual work performed.

15.2.1.2 University Instructor members shall receive $1,000 Professional Allowance per academic year, subject to the availability of funds, from the Division, Faculty or School funds as specified in Article 15.2.4. The professional allowance is prorated based on actual work performed in the previous academic year.

15.2.2 The Professional Allowance is to be used for the purchase of items related to the performance of the Faculty 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.

15.2.2.1 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, courses and similar activities;

(iii) Expenses directly associated with teaching, professional or scholarship activities;

(iv) Travel-related expenses associated with meetings, conferences, or other similar professional activities not covered by, or in excess of, other travel grants.

15.2.3 Reimbursement for Professional Allowance claims shall follow University policy and procedure and the Canada Revenue Agency requirements. 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 1.

15.2.4 Monies unspent in a Faculty Member's Professional Allowance in an academic year shall be added to the Faculty 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 faculty in the Division, Faculty or School Council, which shall collegially set criteria for the accountability and distribution of these funds.

15.2.5 Upon commencement of employment all newly hired eligible Faculty Members will receive the full annual Professional Allowance amount. A Faculty Member must have worked a minimum of six (6) months to receive their next annual Professional Allowance on April 1.

15.2.6 Retiring or terminating Faculty Members are not entitled to a pay out of any unused portion of their Professional Allowance upon separation from the University. A Faculty Member retiring or resigning within six (6) months after April 1 shall not be entitled to an allowance for that year.

15.2.7 Faculty 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 Faculty 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 contract appointment 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 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

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/ Assistant Teaching Professor/ 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 Faculty Members may request and the University may grant Phased Retirement. Once an agreement for phased retirement has been reached and signed the Faculty Member is irrevocably committed to retire.

16.4.2 Phased retirement will be available to Faculty Members who are at the highest achievable step of the Assistant Professor/ Assistant Teaching Professor/ 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 Faculty Member will give written notice of their 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 Faculty 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 Faculty Member's workload no longer performed by the Faculty 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 Faculty 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 Faculty 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 Education Loan

16.6.1 All Faculty Members holding University Instructor, Limited Term Contract, 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 and Research, outlining the proposed program of study, the expected benefits to the Faculty Member and the University, and the anticipated costs. The Provost & Vice- President Academic and Research, 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 Department 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 and Research shall be final and shall be communicated within 20 working days to the Faculty 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 Faculty Member shall not normally be indebted to the University for more than $15,000.

Within the terms of the repayment plan above a Faculty Member receiving an Education Loan shall be indebted to the University for the entire amount of the loan. In the event that the Faculty Member leaves their 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 Faculty Member, and this Agreement constitutes written permission for the University to do so.

16.7 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.

16.8 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 Department 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 Faculty Association 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 Faculty Association 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 their 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 willful 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.

16.9 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.

APPENDIX A – SALARY SCHEDULES

April 1, 2019 – March 31, 2022

TS Scale	1-Apr-19	1-Apr-20	1-Apr-21
Step	2%	2%	2%
35	158,138	161,301	164,527
34	154,938	158,037	161,197
33	151,738	154,773	157,868
32	148,538	151,509	154,539
31	145,338	148,245	151,210
30	142,138	144,981	147,880
29	139,864	142,661	145,514
28	137,590	140,341	143,148
27	135,315	138,022	140,782
26	133,041	135,702	138,416
25	130,767	133,382	136,050
24	128,493	131,063	133,684
23	126,219	128,743	131,318
22	123,944	126,423	128,952
21	121,562	123,993	126,473
20	119,081	121,463	123,892
19	116,600	118,932	121,310
18	114,119	116,401	118,729
17	111,638	113,871	116,148
16	108,538	110,708	112,923
15	105,436	107,544	109,695
14	102,335	104,382	106,469
13	99,234	101,219	103,243
12	96,133	98,056	100,017
11	92,411	94,260	96,145
10	89,310	91,097	92,919
9	86,829	88,566	90,337
8	83,209	84,873	86,570
7	80,161	81,765	83,400
6	77,114	78,656	80,229
5	74,066	75,548	77,059
4	71,019	72,439	73,888
3	67,972	69,331	70,718
2	64,923	66,221	67,546
1	61,876	63,113	64,375

Includes the 2% GWI and 0.25% Service Improvement allocation in each year 2019, 2020, 2021

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

Rank	Floor	Ceiling
Assistant Professor, Assistant Teaching Professor, Counsellor I, Librarian I, Instructional Support I	TS-1	TS-12
Associate Professor, Associate Teaching Professor, Counsellor II, Librarian II, Instructional Support II	TS-13	TS-28
Professor, Teaching Professor, Counsellor III, Librarian III, Instructional Support III	TS-17 (19/20) TS-19 (20/21) TS-21 (21/22)	TS-35

Sessional Rates for Qualified Teaching/Instructional Support Faculty April 1, 2019 - March 31, 2022				
Category	**Formula for calculation of salary**	**1-Apr-19**	**1-Apr-20**	**1-Apr-21**
Teaching Faculty in Semesterized Programs	(TS-02 x 0.8) x (# of credits/24 credits) = Salary	2164.10	2207.38	2251.53
Vocational Non-Trades in Non-semesterized Programs	(TS-02 x 0.8) x (contract hours/640 hours) = Salary	81.15	82.78	84.43
Vocational Trades in Non-semesterized programs	(TS-02 x 0.8) x (contract hours/850 hours) = Salary	61.10	62.33	63.57
Instructional Support	(TS-02 x 0.8) x (contract hours/1120 hours) = Salary	46.37	47.30	48.25
Academic Access Programs	(TS-02 x 0.8) x (contract hours/546 hours) = Salary	95.13	97.03	98.97

Sessional Rates for Teaching/Instructional Support Faculty Who Do Not Meet Posted Qualifications April 1, 2019 – March 31, 2022				
Category	**Formula for calculation of salary**	**1-Apr-19**	**1-Apr-20**	**1-Apr-21**
Teaching Faculty in Semesterized Programs	(TS 01 x 0.664) x (# of credits/24 credits) = Salary	1711.89	1746.13	1781.05
Vocational Non-Trades in Non-semesterized Programs	(TS 01 x 0.664) x (contract hours/640 hours) = Salary	64.20	65.48	66.79
Vocational Trades in Non-semesterized Programs	(TS 01 x 0.664) x (contract hours/850 hours) = Salary	48.34	49.30	50.29
Instructional Support	(TS 01 x 0.664) x (contract hours/1120 hours) = Salary	36.68	37.42	38.17
Academic Access	(TS 01 x 0.664) x (contract hours/546 hours) = Salary	75.25	76.75	78.29

Category 5 Faculty YMCR Basic Computer Courses April 1, 2019 – March 31, 2022				
Step Placement	**Criteria**	**1-Apr-19**	**1-Apr-20**	**1-Apr-21**
(a)	Does not meet minimum qualifications	25.11	25.62	26.14
1	No formal education qualifications – qualifies on computer and/or instructional experience	31.54	32.18	32.83
2	Certification or diploma relevant to the field of instruction	35.79	36.51	37.25
3	Relevant degree, professional designation or equivalent qualification	41.86	42.70	43.56
4	Master's degree or equivalent combined education and experience	46.38	47.31	48.26

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 their 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 AND RESEARCH & ASSOCIATE VICE-PRESIDENT RESEARCH & GRADUATE STUDIES, ASSOCIATE VICE-PRESIDENT ACADEMIC, ASSOCIATE VICE-PRESIDENT OPEN LEARNING, and ASSOCIATE VICE-PRESIDENT STUDENTS AND DEAN OF THE FACULTY OF STUDENT DEVELOPMENT & DEAN, ASSOCIATE DEAN, UNIVERSITY LIBRARIAN, and ASSOCIATE UNIVERSITY LIBRARIAN

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 and Research: The Search Committee shall be comprised of at least 30% Faculty Members.

Associate Vice-President Research & Graduate Studies, Associate Vice-President Academic, Associate Vice-President Open Learning, and Associate Vice-President Students and Dean of the Faculty of Student Development: The Search Committee shall be comprised of at least 50% Faculty Members.

Dean, Associate Dean, University Librarian, and Associate University Librarian: Chaired by the applicable Vice-President or designate, the Search Committee shall be comprised of at least 50% Faculty Members. The Faculty Members in the Division/Faculty/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, they 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 meet 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, they 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 or Associate University Librarian position will be for four (4) years. Appointment to all other positions will be five (5) years. The term may be renewed. If an internal faculty employee is the successful candidate for the position, their 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 Limited Term Contract will be given a Tenure-track position immediately, subject to a satisfactory performance evaluation. If the successful candidate is external, they will be hired as a faculty employee and seconded into the position.

Evaluation:
The Provost & Vice-President Academic and Research: The President will conduct an evaluation at the end of the first and fourth years. The evaluation process will provide faculty an opportunity to submit written feedback. If the Provost & Vice-President Academic and Research's performance is acceptable as determined by the President, the incumbent may be renewed for another five (5) year term.

The Associate Vice-President, Research & Graduate Studies, Associate Vice-President Academic, Associate Vice-President Open Learning, and Associate Vice-President Students and Dean of the Faculty of Student Development 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 Research and will include the opportunity for written faculty input. A formal Administrative evaluation shall be conducted during the 4th year of the appointment by the Provost and will include the opportunity for written faculty input. If the performance is considered acceptable as determined by the President, the incumbent may be renewed for another five (5) year term.

The Dean's or University Librarian'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 incumbent 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 performance is acceptable, the incumbent may be renewed for another five (5) year term.

The Associate Dean's or Associate University Librarian'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, or the University Librarian and Associate University Librarian 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 or the University Librarian. If the performance is acceptable, the incumbent may be renewed for another four (4) year term.

Moving into a faculty position:
At the completion of the appointment, each incumbent shall assume a Tenured/Tenure-track faculty position with respective rank and title. In the case of an incumbent who previously held a TRU faculty position, they shall return to the bargaining unit with all employee rights including accrued seniority and increments.

In the case of an external incumbent who completes their term(s) or requests to voluntarily return to a faculty appointment prior to the completion of their term(s), the external incumbent shall assume a Tenured/Tenure-track position with respective rank and title and all employee rights including accrued seniority and increments earned. TRU shall create a Tenured/Tenure-track position in their 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 shall be provided with a sabbatical in accordance with their Board Contract.

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 3 credit course or equivalent per academic year (or equivalent in vocational trade programs). In the case of the Associate Dean, this assignment may be one 3 credit course per semester up to a maximum of two 3 credit courses 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 Limited Term, University Instructor 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 Faculty 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 Universities Canada (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 University Instructor will not lose previously earned University Instructor 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. A Postdoctoral Fellow can be either a) an employee or b) a trainee/award recipient, and is an individual who has completed a doctoral degree and is seeking the opportunity to train further in a particular area of research under the supervision of a Faculty Member. A Postdoctoral Fellow plays a key role on a research team under the direction of the supervising Faculty Member.

2. This is a full-time, Limited Term research position with a normal period of up to twenty-four (24) months. In exceptional circumstances, the Postdoctoral Fellow position may be extended to a maximum period of thirty-six (36) months.

3. Hiring Process
   (a) An Employee
   This position will be advertised internally and externally. The selection process will be chaired by the Faculty Member who holds the external funding and include others as required.
   (b) A Trainee/Award Recipient
   Normal recruiting and posting procedures are not required in the case of a trainee/award recipient who is awarded the fellowship by an external agency, as the trainee has already undergone a competitive selection process and have elected to take up the award at TRU.

4. Salary
   (a) An Employee
   This position is externally funded (funding held by the Faculty Member) and the salary will be determined by the parties in accordance with the guidelines of the external funding agency. The minimum salary will be $35,000 annually.
   (b) A Trainee/Award Recipient
   This position is externally funded and awarded following a competition from an external granting/sponsoring agency, which may or may not be paid through TRU. Salary will follow the guidelines of the funding agency.

5. It is understood that the supervising Faculty Member may “top up” the salary of a Postdoctoral Fellow through other available external funding.

6. Thompson Rivers University will contribute all costs of health and welfare and pension benefits.

7. The research responsibilities of the Postdoctoral Fellow will be determined in collaboration with the Principal Investigator.

8. All requests for a Postdoctoral Fellow must have written support of the respective Dean.

LETTER OF UNDERSTANDING #6

COORDINATOR, CENTRE FOR EXCELLENCE IN LEARNING AND TEACHING

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 #7

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 #8

PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS

The Parties agree that it is in the interests of both the Faculty Member and the University to enable a Faculty Member to remain at work when the Faculty Member is only partially disabled.

"Partially disabled" for the purpose of this Letter of Understanding means that the Faculty Member is unable to do a portion of their normal workload where such portion is agreed by the University to conform to the configuration of Faculty Member workload in the Faculty 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 Faculty Member is partially disabled as defined above shall be by the short-term disability benefits carrier.

A Faculty 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 Faculty 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 Faculty Member must complete the qualifying period within six (6) months of the date the Faculty Member commenced part-time sick leave.

Should the Faculty Member return to their full normal duties of their 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, the Faculty Member will be considered to be within the same qualifying period.

The Faculty 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 Faculty Member's subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the Faculty Member's subsequent claim for long-term disability benefits will be automatically approved.

LETTER OF UNDERSTANDING #9

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.

The per diem rates at August 1, 2018 are:

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)	$355
Mountain Guide	$335
Ski Guide, Rock Guide, or Alpine Guide	$300
Full Assistant Guide (Rock, Alpine, and Ski)	$265
Assistant Rock, Assistant Alpine, or Assistant Ski Guide	$235
Hiking (CMSG Examiner)	$290

Water Program	
Senior examiner	$350
Examiner	$325
Full guide status	$285
All others	$190

Canadian Mountain and Ski Guide Program

Course leaders	$390
Faculty	$370
Assistant Faculty	$300
Climbing Gym course leader	$260
Climbing Gym faculty	$280

Climbing Gym faculty and course leaders get ½ wage for first day

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.

The rates at August 1, 2018 are:

Adventure Studies Programs

Personal vehicles use: .40 per kilometre
Meals: $50 per day front-country locations and $40 backcountry locations
Half day's wage for travel time greater than 5 hours

Canadian Mountain and Ski Guide Program

The rates at August 1, 2018 are
Personal vehicles use: .45 per kilometre
Meals:
$40 per day for course located in home town
$55 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 #10

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 Department Chair for hiring and reporting purposes.

LETTER OF UNDERSTANDING #11

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, Tenure-track, Limited Term Contract, University Instructor or Sessional TRUFA member.

LETTER OF UNDERSTANDING #12

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 #13

ANOMALOUS RIGHT OF FIRST REFUSAL

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:

- 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.

BACHELOR OF EDUCATION PROGRAM

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 #14

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 #15

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 Faculty 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 Research and the President may approve a market supplement in excess of TS scale for a new Faculty 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 Faculty Member's remuneration.
4. The market supplement paid to a Faculty 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 the Faculty Member's designate specifying the terms of employment as per Article 5.3.2.7.1.

LETTER OF UNDERSTANDING #16

RIGHTS OF FORMER LAB FACULTY

The parties agree to continue the following rights for those Faculty Members who previously held the title of lab faculty and were party to LOU #30 of the TRU/TRUFA Collective Agreement April 1, 2014 – March 31, 2019.

1. The workload of grand parented Faculty Members shall not increase or decrease as a result of the application of Article 10.3.2.6 and 10.3.3.2.
2. Notwithstanding that Article 10.3.2.6 shall be used to determine the appropriate weighting for converting the current capacity of lab courses to 8 - 3 credit courses, departments will continue to deliver all the current capacity of labs taught by the grand parented Faculty Members until the grand parented Faculty Members retire, resign or are reassigned, at which time the University, at its discretion, may hire Teaching Assistants or Laboratory Demonstrators/Technicians.
3. 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.

4. Tenure and Promotion
   (a) All Tenured grand parented Faculty Members shall maintain Tenure status
   (b) All grand parented Faculty Members 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.

LETTER OF UNDERSTANDING #17

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 ESL 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 Faculty 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 #18

WORKLOAD BEST PRACTICES

The parties agree to establish a joint ad hoc committee on best practices for workload according to the following guidelines.

- The committee will include three (3) Chairs and three (3) Deans (or their designates) and one (1) TRUFA representative to conduct a University-wide scan documenting and exploring best practices in how workload assignments are developed and implemented in a manner that best accommodates teaching, scholarship and service within departments and adheres to the Collective Agreement language.

- The purpose of the committee is to explore current practice of workload planning and allocation across all departments of the University, with the objective of identifying principles that can be applied and adapted effectively for departments across the University.

- The scan will:
  - Explore how various departments match teaching and disciplinary expertise to their workload needs;
  - Explore tools and planning resources used to develop and document work load; and
  - Examine and determine the effective accommodation of sabbaticals, leaves and agreed upon weighting factor.

LETTER OF UNDERSTANDING #19

EQUITY, DIVERSITY AND INCLUSION (EDI) FUND

Effective April 1, 2020 the parties agree to establish an annual $60,000 Equity, Diversity and Inclusion (EDI) Fund. A joint committee will be established, and will make recommendations to the Provost on the use of the funds. The objectives of the fund will be to:

1. Conduct an EDI review of language, compensation, policies and practices related to the TRU/TRUFA Collective Agreement.

2. Establish projects, training, remediation or other initiatives that will enhance EDI at Thompson Rivers University.

Outcomes will be reviewed by the Provost on an annual basis to determine if the fund is meeting its objectives and to determine if the fund will be continued.

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.)

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives, have affixed their signatures:

For Thompson Rivers University:

Larry Phillips
Executive Director Human Resources

Donna Petri
Associate Vice President Academic

Date: Jan 17, 2020

For Thompson Rivers University Faculty Association:

Lloyd Bennett
Vice-President Salary and Working Conditions Committee

Tara Lyster
Vice-President

Date: Jan 17, 2020

INDEX
CATEGORIES OF EMPLOYEES

Tenured and Tenure-Track Teaching Employees
This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	
Article 3	
Article 4	
Article 5	5.1 – 5.2.3, 5.3 – 5.7
Article 6	6.1 – 6.11.5.1, 6.11.5.3 – 6.11.7
Article 6	Appendix 1
Article 7	
Article 8	
Article 9	
Article 10	10.1 – 10.1.2, 10.2 – 10.3.4.2, 10.3.6.1, 10.3.6.3, 10.3.7, 10.3.9 – 10.8
Article 11	11.1 – 11.5.4, 11.6
Article 12	
Article 13	13.1 – 13.8, 13.11 – 13.13
Article 13	Appendix 1
Article 14	
Article 15	
Article 16	
Appendix A	
Appendix B	

Tenured and Tenure Track Instructional Support Employees
This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	
Article 3	
Article 4	
Article 5	5.1 – 5.2.3, 5.3 – 5.7
Article 6	6.1 – 6.11.5, 6.11.5.2 – 6.11.7
Article 6	Appendix 1
Article 7	
Article 8	
Article 9	
Article 10	10.1.3, 10.2 – 10.3.1.3, 10.3.5 – 10.3.7, 10.3.9 – 10.4.2, 10.4.4 – 10.7
Article 11	11.1 – 11.5.4
Article 12	
Article 13	13.1 – 13.8, 13.11 – 13.13
Article 13	Appendix 1
Article 14	
Article 15	
Article 16	
Appendix A	
Appendix B	
Appendix C	

Limited Term Contract Teaching Employees

This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	
Article 3	
Article 4	
Article 5	5.1, 5.2.4, 5.3, 5.4, 5.5.6, 5.5.14, 5.6.5, 5.6.13, 5.7
Article 7	
Article 8	
Article 9	9.1 – 9.2, 9.4 – 9.8
Article 10	10.1 – 10.1.2, 10.2 – 10.3.1.2, 10.3.2 – 10.3.4.2, 10.3.6.1, 10.3.6.3, 10.4, 10.5, 10.7 – 10.8
Article 11	11.1 – 11.3, 11.5 – 11.5.4, 11.6
Article 12	12.1 – 12.3, 12.3.2 – 12.3.5, 12.4, 12.6, 12.7
Article 13	13.1 – 13.8, 13.11 – 13.13
Article 13	Appendix 1
Article 15	
Article 16	16.1.2, 16.2, 16.5 - 16.9
Appendix A	
Appendix B	

Limited Term Contract Instructional Support Employees
This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	
Article 3	
Article 4	
Article 5	5.1, 5.2.4, 5.3, 5.4, 5.5.6, 5.5.14, 5.6.5, 5.6.13, 5.7
Article 7	
Article 8	
Article 9	9.1 – 9.2, 9.4 – 9.8
Article 10	10.1.3, 10.2 – 10.3.1.2, 10.3.5, 10.3.6, 10.4 – 10.4.2, 10.4.4, 10.5, 10.7
Article 11	11.1 – 11.3, 11.5 – 11.5.4
Article 12	12.1 – 12.3, 12.3.2 – 12.3.5, 12.4, 12.6, 12.7
Article 13	13.1 – 13.8, 13.11 – 13.13
Article 13	Appendix 1
Article 15	
Article 16	16.1.2, 16.2, 16.5 – 16.7, 16.9.
Appendix A	
Appendix B	
Appendix C	

Sessional Teaching Employees

This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	2.1 – 2.10.1, 2.11, 2.12
Article 3	3.4, 3.5 only when Article 3 is invoked
Article 4	
Article 5	5.1.2(a), 5.2.5, 5.3, 5.4, 5.5.6, 5.5.14, 5.6.5, 5.6.13, 5.7
Article 7	
Article 8	
Article 9	9.1 – 9.2, 9.4 – 9.8
Article 10	10.1 – 10.1.2, 10.2.1.a, 10.3 – 10.3.2.1, 10.3.1.4 – 10.3.2.2, 10.3.2.12 – 10.3.4.2, 10.3.6.1, 10.3.6.3, 10.5
Article 11	11.5.3.1, 11.5.5, 11.7
Article 12	12.2.4, 12.6, 12.7
Article 13	13.6, 13.8, 13.9
Article 16	16.1.2, 16.2, 16.5, 16.7 – 16.9
Appendix A	
Appendix B	

Sessional Instructional Support Employees
This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	2.1 – 2.10.1, 2.11, 2.12
Article 3	3.4, 3.5 only when Article 3 is invoked
Article 4	
Article 5	5.1.2(a), 5.2.5, 5.3, 5.4, 5.5.6, 5.5.14, 5.6.5, 5.6.13, 5.7
Article 7	
Article 8	
Article 9	9.1 – 9.2, 9.4 – 9.8
Article 10	10.1.3, 10.2.1.a, 10.3 – 10.3.1.2.1, 10.3.1.4 – 10.3.1.5, 10.3.5, 10.3.6, 10.5
Article 11	11.5.3.1, 11.5.5, 11.7
Article 12	12.2.4, 12.6, 12.7
Article 13	13.6, 13.8, 13.9
Article 16	16.1.2, 16.2, 16.5, 16.7, 16.9
Appendix A	
Appendix B	
Appendix C	

University Instructor Teaching Employees

This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	
Article 3	3.4, 3.5 only when Article 3 is invoked
Article 4	
Article 5	5.2.6, 5.4, 5.5.6, 5.5.14, 5.6.5, 5.6.13
Article 7	
Article 8	
Article 9	9.1 – 9.2, 9.4 – 9.8
Article 10	10.1 – 10.1.2, 10.2.1.a, 10.3 –10.3.1.2.1, 10.3.1.4 – 10.3.2.2, 10.3.2.13 – 10.3.4.2, 10.3.6.1, 10.3.6.3, 10.5
Article 11	11.5.3.1, 11.5.5, 11.7
Article 12	12.1, 12.1.3, 12.2.2, 12.2.5, 12.6, 12.7
Article 13	13.1 -13.8, 13.10 – 13.13
Article 13	Appendix I
Article 15	15.1.1, 15.1.2.1, 15.1.2.6, 15.1.3,15.2.1.2 – 15.2.7
Article 16	16.2, 16.5 – 16.9
Appendix A	
Appendix B	

University Instructor Instructional Support Employees

This category of employees shall be subject to all the terms and conditions in the following Articles as noted:

Article 1	
Article 2	
Article 3	3.4, 3.5 only when Article 3 is invoked
Article 4	
Article 5	5.2.6, 5.4, 5.5.6, 5.5.14, 5.6.5, 5.6.13
Article 7	
Article 8	
Article 9	9.1 – 9.2, 9.4 – 9.8
Article 10	10.1.3, 10.2.1.a, 10.3 – 10.3.1.2.1, 10.3.1.4 – 10.3.1.5, 10.3.5, 10.3.6, 10.5
Article 11	11.5.3.1, 11.5.5, 11.7
Article 12	12.1, 12.1.3, 12.2.2, 12.2.5, 12.6, 12.7
Article 13	13.1 – 13.8, 13.10 – 13.13
Article 13	Appendix I
Article 15	15.1.1, 15.1.2.1, 15.1.2.6, 15.2.1.2 – 15.2.7
Article 16	16.2, 16.5 – 16.7, 16.9
Appendix A	
Appendix B	
Appendix C	