

# Detailed Review of the New Agreement

This section reviews the Agreement article by article, providing an explanation of any changes compared to past practices. If there are no substantive changes, then a simple note to that effect is given. If there is an inconsistency between the summary below and the actual Collective Agreement, the Collective Agreement is correct.

## **Preamble**

This article give a statement of principles about the role of the University and how faculty will interact with the University.

Major changes: None

## **Definitions**

Defines terms used in the agreement.

Major changes: None

## **Article 1. Association Relations**

This article details who is included in the bargaining unit (SFUFA), the provision of office space for SFUFA and recognition of service to SFUFA as university service for the purposes of evaluation.

Major changes: None.

## **Article 2: Association Membership Dues**

This article details how membership dues are collected.

Major changes: None

## **Article 3: Collection of Personal Information**

This article outlines rights and responsibilities when personal information is collected.

Major changes: None.

#### **Article 4: No Discrimination**

This article says that the University and SFUFA will abide by the BC Human Rights code in matters related to employment.

Major changes: Addition of gender identification.

#### **Article 5: Release Time**

This article describes the release time provisions for the SFUFA President and other Association representatives.

Major changes: Expansion of language to recognize release time for special projects at SFUFA's expense.

#### **Article 6: Collective Bargaining Procedures**

This article outlines collective bargaining procedures. SFUFA retains the right to strike, but the parties agree to contemplate potential mediators at the outset of each round of bargaining to encourage that process without mandating it.

Major changes: This is a substantially new article reflecting our certified status under the Labour Relations Act.

#### **Article 7: Information Sharing**

This article describes what information the University will provide to SFUFA about our members, such a salary, rank, email address, summaries of the step increases, etc.

Major changes: None

#### **Article 8: Joint meetings**

SFUFA's positive working relationship with the Administration is in part the result of regular joint meetings between SFUFA and Senior Administrators. This article formalizes such meetings.

Major changes: (1) Introduction of a joint cmte on labour relations issues. (2) Formalization of

existing consultation provisions.

### **Article 9: No Strikes or Lockouts**

This is a customary article for certified unions, prohibiting strikes or lockouts during the term of the agreement.

Major changes: New provision.

### **Article 10: Right to Respect a Picket Line**

Members have the right to refuse to cross a legal picket line of another bargaining unit.

Major changes: Any refusal to cross the picket line now results in loss of all pay for the period not crossed rather than the portion related only to teaching.

### **Article 11: Entry into Force**

This article describes how the agreement is ratified by SFUFA members and the Board of Governors.

Major Changes: None

### **Article 12: Academic Freedom**

This article embeds existing terms related to academic freedom in the Agreement.

Major changes: Addition of explicit provisions protecting the academic freedom of Librarians and Archivists.

### **Article 13: Employment Equity**

This articles outlines the legislative requirement and university commitment to employment equity.

Major changes: (1) SFU will monitor employment statistics and faculty salaries for structural inequities on an ongoing basis, with reporting to SFUFA. (2) SFUFA's representatives on the University's Employment Equity Advisory Cmte will be chosen by the Association.

#### **Article 14: Freedom of Information and Protection or Privacy**

This article describes how Freedom of Information/Protection of Privacy issues are dealt with.

Major changes: None.

#### **Article 15: Health and Safety**

This article describes the responsibility of the University to maintain a healthy and safe workplace, and includes provision for health and safety committees.

Major changes: Clear articulation of the legislative requirements for health and safety committees in the workplace.

#### **Article 16: Human Rights**

This article refers to and incorporates existing policy on Human Rights and commits the University to a working environment free of discrimination and harassment.

Major changes: None

#### **Article 17: Integrity and Research**

This article refers to and incorporates existing policy on Integrity in Research.

Major Changes: None.

#### **Article 18: Intellectual Property**

This article refers to and incorporates existing policy on intellectual property rights.

Major changes: None

#### **Article 19: Legal Representation**

This article provides for legal representation by the University in cases where a member faces legal action as a result of carrying out customary employment duties in good faith.

Major changes: None

## **Article 20: Outside Activities      \*\*\* Important Changes \*\*\***

This article describes restrictions on outside activities (e.g. consulting).

Major changes: Members must inform and get approval of the Chair and Dean if outside activities consume more than 30 consecutive days, or 52 days per year, or bring in more than 25% of total salary. The Dean must consult with the Chair before making a decision.

## **Article 21: Dispute Resolution**

This article describes procedures for the handling and resolution of grievances from the informal stage through to binding arbitration.

Major changes: While we have always had a grievance procedure, this is a new version based on the processes contemplated by the BC Labour Relations Code. Specific provision is made to encourage informal resolution of disputes.

## **Article 22: Discipline**

This article gives procedures to follow when disciplinary action is taken against a faculty member

Major changes: None, though the general principle of natural justice is explicitly referenced.

## **Article 23: Continuing Academic Appointments**

This article describes the procedures to follow when hiring a faculty member (except in Library/Archives which is described elsewhere).

Major changes: Clarification of the role of the search committee and its responsibility to keep the search process open and transparent, to update members of the unit as the search progresses, and to ensure that all appointments have the demonstrated support of the unit.

## **Article 24: Joint Appointments**

This article describes procedures for joint appointments.

Major changes: None

### **Article 25: Modification Appointments from Full-Time to Part-Time**

This article describes procedures for modification of appointments, typically from full-time to part-time.

Major changes: None

### **Article 26: Part-Time Appointments**

This article describes procedures for appointment of members in a part-time position (see Article 25 for conversion from full-time to part-time).

Major changes: None.

### **Article 27: Research Faculty Workload \*\*\*Important Changes\*\*\***

This article details the components of research faculty workload and how workload is assigned.

Major changes: (1) Normal workload is still 4 courses (or equivalent) but a (partial) list of equivalences is now specified. (2) Inclusion of a non-exclusive list of factors to be taken into consideration in consultations related to and assignment of teaching. (3) There are limits on buyouts of teaching from research grants and contracts (normally no more than 1 course/year or ¼ of teaching assignments during a period leading to study leave). (4) The 2:1 teaching: research balance remains, but is included here and removed from study leave provisions. If a member's ratio is out of balance, the Chair will ensure that a plan is in place to restore balance over the next two years and prior to the next study leave, retirement, or resignation.

### **Article 28: Criteria for Appointment, Tenure and Promotion \*\*\*Important Changes\*\*\***

This article outlines the criteria by which research faculty are evaluated.

Major changes: (1) Faculty members who have an exceptionally high service load or perform community-based teaching and/or service will have greater ability to have this work recognized. (2) Forms of non-traditional scholarship are clearly recognized in the Agreement, providing a much stronger ability to present and be recognized for community-engaged work, alternative forms of knowledge production, and a wider range of ways to disseminate scholarship. (3) Provision is made to allow respected experts who may not be academically trained to serve as referees where appropriate.

**Article 29: Tenure Promotions Committee (TPC) and Faculty Review Committee (FRC) \*\*\*Important Changes\*\*\***

This article describes the composition and selection of TPCs (or equivalent), and the structure of committees to hear promotion appeals cases (FRC).

Major changes. (1) Teaching faculty are now eligible to serve on the TPC and a teaching appointment must be included if the unit has teaching faculty. The Teaching Appointment Review Committee (TARC) no longer exists. (2) The Dean also appoints one tenure-track member at the Associate Professor level or higher from outside the unit. The TPC reviews AND ratifies all members (research and teaching appointments). (3) The Faculty Review Committee composition is changed slightly with the addition of a Dean but the chair (the VPA) is now a non-voting member.

**Article 30: Contract Renewal, Tenure, and Promotion \*\*\*Important Changes\*\*\***

This article describes processes for tenure and promotion.

Major changes: (1) Term of instructor appointments (i.e. a tenure-track appointment made prior to receipt of terminal degree) are clarified. (2) When promotions to Professor occur, the TPC must consider steps awarded but not received in the current positions due to being stuck at a ceiling. This could lead to additional steps being recommended upon promotions.

**Article 31: Contract Renewal, Tenure, and Promotion – Documentation and choosing referees. \*\*\*Important Changes\*\*\***

This article describes how external referees are chosen for tenure and promotion considerations.

Major changes: Both the TPC and the faculty member must submit a list of 5 potential referees, rather than all being put forward by the faculty member. At least 3 must be chosen from the faculty member's list.

**Article 32: Contract Renewal, Tenure and Promotion – Developing recommendations**

This article describes procedures for developing recommendations.

Major changes: Deans are now required to review salaries on promotion to ensure that any inequities based on prohibited grounds are addressed.

### **Article 33: Biennial Review (Research and Teaching Faculty)**

This article describes procedures for our biennial review system for members outside of the Library/Archives. The current system of biennial reviews continues with each reviewed member receiving a 0, .5, 1, 1.5, or 2.0 step award. The unit average remains at 1.3 steps.

Major changes: The size of the University Salary Appeal Committee (USAC) reduced to four members +VPA; all four members must participate in the review of appeals.

### **Article 34: Unsatisfactory Performance**

This article describes procedures to be following if a 0 or 0.5 step award is received.

Major changes: Members who face potential remediation programs as a result of unsatisfactory performance now have access to an appeal process through the Faculty Review Committee.

### **Article 35: Teaching Faculty      \*\*\*Important Changes\*\*\***

This article describes employment conditions for teaching faculty. Also refer to Article 49, Retirement, for Emeritus awards; Article 29, TPC Composition, for serving and being evaluated by the TPC.

Major changes: (1) New rank of University Lecturer is introduced and has no requirement for research. (2) Existing Teaching Professor category is eliminated but teaching faculty may still seek promotion to Professor in certain cases. (3) Senior Lecturers and University Lectures will have a portion of their teaching load assigned as non-classroom work. (4) New provisions related to the process for converting term positions to continuing. (5) Externally funded teaching appointments now possible. (6) Teaching faculty now have access to promotion appeals through the Faculty Review Committee.

### **Article 36: Librarians      \*\*\*Important Changes\*\*\***

This article describes terms and conditions of employment for Librarians/Archivists. Also refer to Article 46 on study leaves for additional options for a study leave and to Article 49 Retirement for awarding of Emeritus status.

Major changes: (1) A new Librarian/Archivist IV rank is created with Division Heads to be a separate category of appointment. (2) Librarians/Archivists will now receive a 1.25 step award/year rather 1 step award/year. (3) The search process for Librarians/Archivists is clarified and there are improved provisions for performance evaluation. (4) Workload language is introduced for the first time.



### **Article 37: Practitioner Faculty**

This article defines Clinical and Professional Practitioner faculty positions and outlines provisions specific to this group.

Major changes: None.

### **Article 38: Term Research**

This article describes limited term appointments. There is a (normal) limit of 5 years for such an appointment, and procedures for renewal past 5 years are specified.

Major changes: There is more flexibility in dealing with appointments of longer than 5 years.

### **Article 39: Overload Teaching (was “Sessional Lecturers”)**

This article describes procedures for overload teaching. Previously, this work was assigned a separate job category of ‘Sessional Lecturer’, which was regularly confused with the more common TSSU category ‘Sessional Instructor’.

Major changes: None.

### **Article 40: Grant Tenure      \*\*\*Important Changes\*\*\***

This article outlines provisions for grant tenure appointments.

Major changes: NEW.

This article creates a new type of appointment – a grant-tenured position. These are positions that are funded (in the majority) by external agencies. Such positions are similar to standard faculty members positions except that if the external funding is lost, the member has no right to a continuing position with the University. Members who can replace 80% or more of their original external funding from an alternate source will retain their positions, and limits are placed on the total number of such positions at the University and Faculty level.

### **Article 41: Post Retirement Appointments**

This article describes procedures for post-retirement contracts.

Major changes: None

## **Article 42: Salaries      \*\*\*Important Changes\*\*\***

This article details provisions related to salaries and lays out terms for transition to the new salary system.

Major Changes: Many

- (1) Our old scale had a floor and ceiling with a fixed number of steps. There was a breakpoint in the scale below which the steps were larger in size than above the breakpoint. There was also a career progress ceiling above which movement only occurred if a member received a 1.5 or 2.0 step award. When a member hit a hard ceiling their salary was frozen. We have significantly raised the floors, breakpoints, and ceilings of each rank, and included the ability for faculty at the ranks of University Lecturer and Professor to pierce the hard ceiling with a merit award (1.5 or 2) indefinitely.
- (2) The new system uses a calculation of 2.5% of the total salary mass (TSM) as the basis for the progress through the ranks (PTR) calculation. The 2.5% will be rolled out over the term of the Agreement, so that by 2019 SFU will use 2.5% for its TSM calculation on an ongoing basis. In any given year, 2.5% of the TSM, after accounting for promotion increases, will be divided by the number of steps to be awarded and this will determine the step size.
- (3) Faculty members whose salaries are below the new floor at any rank as of Sept 2, 2016 will have their salary increased to the floor.
- (4) There is also an ongoing salary increase for members who have never received a market differential and don't have a salary supplement, as well as a one-time payment for members who have been stuck at ceilings.
- (5) Faculty members who are currently at Senior Lecturer or Professor rank who have salary differentials will have those differentials rolled in up to the breakpoint of the new scale. Any outstanding salary differential balance above the new breakpoint will remain as a market differential.
- (6) We have also increased transparency and set limits on the use of market differentials and retention awards.

Please find detailed information below regarding the calculation of these payments and the migration onto the new salary scale.

The existing salary scales will be adjusted for the across the board increases on 1 July 2015 (1%) and 1 July 2016 (0.5%), and the Economic Stability Dividend on 1 May 2016 (0.45%). These (small) across the board increases also affect the existing step sizes (retroactively).

*(a) New floors and ceilings effective 2 Sept 2016*

Our new salary scale has substantially improved floors and ceilings (after the round of step increases and promotions on the old system take effect on 1 Sept 2016). (See Appendix B of the new agreement)

Rank	Floor	Breakpoint	Ceiling
Laboratory Instructor	\$ 60,000	None	\$ 82,500
Lecturer	\$ 75,000	\$87,500	\$ 97,500
Senior Lecturer	\$ 85,000	\$110,000	\$120,000
University Lecturer	\$100,000	\$120,000	\$130,000
Instructor	\$ 75,000	None	\$ 80,000
Assistant Professor	\$ 80,000	\$102,500	\$110,000
Associate Professor	\$100,000	\$120,000	\$130,000
Professor	\$115,000	\$140,000	\$152,000
Librarian/Archivist I	\$ 65,000	None	\$ 70,000
Librarian/Archivist II	\$ 70,000	None	\$ 85,000
Librarian/Archivist III	\$ 80,000	\$105,000	\$115,000
Librarian/Archivist IV	\$ 90,000	\$110,000	\$120,000
Div Head	\$ 95,000	\$115,000	\$125,000

Notice there are two new ranks (University Lecturer and Librarian/Archivist IV) that are explained elsewhere in the document. At the moment, there are no members in these new ranks.

On 2 Sept 2016, your existing nominal salary (i.e. before study leave or administrative stipends) and market differentials and retention awards will be transferred to the new scale with NO changes except for the following cases.

If your total salary (nominal + market differentials) is below the floor of your rank on 2 Sept 2016, your total salary will be moved to the floor. Any market differential will be (partially) rolled into base salary up to the new floor, but retention awards will be unchanged. For example,

- if you are an Associate Professor with a salary of \$85,000 and no market differential, your new salary will be \$100,000 with no market differential.
- if you are an Associate Professor with a salary of \$85,000 and a \$10,000 market differential, your new salary will be \$100,000 with no market differential.
- If you are an Associate Professor with a salary of \$85,000 and a \$20,000 market differential, your new salary will be \$100,000 with a \$5,000 market differential.

If you are a Professor or Senior Lecturer and you have a market differential/salary differential left over after a previous promotion to this rank, part of this remaining market differential/salary differential will be rolled into up to the breakpoint of the rank. For example:

- If you are Professor with a nominal salary of \$130,000 and a \$5,000 market differential/salary differential, your new salary will be \$135,000 with no market

differential.

- If you are a Professor with a nominal salary of \$130,000 and a \$20,000 market differential, your new salary will be \$140,000 with a \$10,000 salary differential.

Any remaining market differential/salary differential for the Professor and Senior Lecturer will not be eligible for future across the board increases. If you are a Senior Lecturer and still have a market differential/salary supplement after this roll in, it can again be rolled into base salary when you get promoted to University Lecturer. Future promotions to Senior Lecturer will NOT see market differentials rolled into base; this will now only happen when promoted to University Lecturer.

Any existing retention award is left unchanged is paid on top of your nominal salary as before.

There is still a breakpoint in most scales where the step increment (see below) is smaller if your nominal salary (i.e. before any market differential or retention award) is above the breakpoint. However (as explained below), there is no longer a fixed sizes to a step.

There are no longer any career progress ceilings at any rank. Members who receive positive increments will now move unrestrictedly up to the ceiling of all ranks. The new ceilings are hard ceilings except University Lecturers and Professors who, if they receive a 1.5 or 2.0 step award, can pierce the hard ceiling indefinitely.

*(b) New hires, market differentials, and retention awards*

New hires will receive the floor of the rank being hired into plus one step award for each year of relevant and related experience after their highest degree requirements. Those hired this fall should already have their initial salary reflect the new scales.

Market differentials will be allowed for new hires but will be set by Deans annually for each unit in the faculty based on department, discipline or sub-discipline. All new hires in a particular discipline will receive the same market differential. By removing the size of the market differential from the negotiation process, a more equitable distribution of market differentials among new hires is expected.

Existing market differentials are unaffected. However, there is now a limit on the amount of NEW market differentials than can be awarded of 14% of the total salaries of new hires. In the latest faculty renewal report, the Administration forecast that new market differentials were 16% of new hire salaries, but with the revised scale, this is expected to drop.

As with current policy, market differentials will be rolled into base salary upon promotion to University Lecturer or Professor up to the breakpoint of the new salary scale.

There is no change to the criteria for Retention Awards. The new agreement places a limit on the total value of new/renewed retention awards - 0.5%/year of total salary mass. The latest Faculty Renewal report showed that new/renewed retention awards totalled about 0.3% of the total salary

mass.

*(c) Members currently at ceilings*

All members who are at a hard ceiling on 31 August 2016 and who are NOT promoted to a new rank on 1 Sept 2016 and who do not resign on 1 Sept 2016 will receive a one-time award of \$2500. This is not added to your base salary.

*(d) Members who never had a market differential and don't have a salary supplement.*

All members who have never had a market differential and who currently do not have a salary supplement (such as a retention award or CRC stipend or Burnaby Mountain stipend) will receive a proportional share of \$1.25 million to be added to base on 1 July 2017. If you never had a market differential and previously had a retention award (and currently do not have a retention award), then you will also be eligible. The exact number of members is being tabulated (e.g. Professors who had their market differential fully rolled in to base salary are ineligible but need to be determined), but the approximate size of the award will likely be \$2300 - \$2500 and will be added to your base salary on 1 July 2017.

*(e) Our new step system*

Our existing step system has a number of problems. The amount spent on progress through the ranks was not fixed and varied over time depending on how many members received promotions or were below the breakpoint, above the breakpoint, in the career progress areas, or at hard ceilings. More and more of our members were in the upper parts of salary scales, were in the career progress area of the old scale or at hard ceilings. Consequently, the money for steps for members who received step awards a hard ceiling or a 1.0 or less and were above the career progress ceiling or members at hard ceiling was "lost".

All of this meant that our progress through the rank (PTR) movements have recently averaged about 1.6% of our salary mass each year (and declining) in contrast to UBC where their PTR movements represented a fixed 2.5%/year and U.Vic's whose PTR movements represented about 2.1%/year.<sup>1</sup> This up to 1% difference/year is one of the reasons why our salaries have been sliding relative to our sister universities.

Our old system also made it difficult to negotiate changes to the salary system (e.g. increasing ceilings) because of the unpredictable costs of any changes.

Under our new agreement, we have increased the amount of money available for PTR and by the end of the agreement, it will be 2.5% of our salary mass. Because the amount of money is now fixed in advance as a percentage of a salary mass that can vary, the step size needed to allocate this money to members must be variable. Members who are at hard ceilings (except members at University Lecturer or Professor rank who receive a 1.5 step award or higher) will still not

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<sup>1</sup> U.Vic's recent agreement increased this to about 2.5%/year.

receive any increment, but the money for their “lost” steps will be recycled back into the pool of money to fund PTR for other members.

Here are the technical details.

(i) The total salary mass is computed on 2 September to be used for the next year’s PTR funds. This is the total of all nominal salaries, market differentials, retention awards for all continuing members and limited term appointments of at least 2 years. It excludes administrative stipends and CRC, Burnaby Mountain (and similar) stipends. For example, the total salary mass is currently about \$120 million dollars<sup>2</sup> which gives  $2.5\% \times \$120 \text{ million} = \$3.00 \text{ million dollars}$  to fund progress through the ranks.

(ii) The total of the first year promotion increments is identified. Approximately 100 members go up for promotion in any one year and the average first year promotion awards is about \$5,000. This implies that the first year promotion pool is about  $100 \times \$5,000 = \$500,000$ .

(iii) The amount in (ii) is subtracted from (i) to give \$2.50 million dollar to fund step increases (including second year of promotion increases). The total number of equivalent “full” steps to be awarded is found by adding up

- Number members whose nominal salary is below breakpoints x step award
- Number of members whose nominal salary is above breakpoints but below hard ceilings x step award x 0.6 (to account for the smaller step sizes above the breakpoint).
- Number of members whose nominal salary is above hard ceiling of Professor and University Lecturer who received a 1.5 or 2.0 award x step award x 0.6 (to account for the smaller step sizes above the hard ceiling for these two ranks).

Notice that members at hard ceilings for all other ranks or members at hard ceiling in the Professor or University Lecturer ranks who received a 1.0 or less are NOT included in the above. Consequently, the monetary value of those step awards is recycled into the fund for step increases.

For example, suppose that there are

- 200 members below breakpoint who received a 1.0 = 200 total steps +
- 200 members below breakpoint who received a 1.5 = 300 total steps +
- 150 members above breakpoint and below ceiling who received a 1.0 contribute  $150 \times 1 \times 0.6 = 90$  total steps +
- 100 members above breakpoint and below ceiling who received a 1.5 contribute  $100 \times 1.5 \times 0.6 = 90$  total steps +
- 100 members above ceiling of P or UL who received a 1.5 contribute  $100 \times 1.5 \times 0.6 = 90$  total steps +
- 150 members at hard ceiling at other ranks or at hard ceiling of P or UL and received a 1.0 or less = 0 total steps.

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<sup>2</sup> The values used in the example are for illustrative purposes only. The actual amounts will vary. Note that the 2.5% used to fund progress through the ranks is phased in over three years with 2.3% and 2.4% used in the first two years of the new system.

This gives the total equivalent steps of  $200 + 300 + 90 + 90 + 90 = 770$  steps.

(iv) The full step size is computed as  $\$2.5 \text{ million} / 770 \text{ steps} = \$3246$ . If your nominal salary is below the breakpoint, a step is worth  $\$3246$ . If your nominal salary is above the breakpoint (but below the ceiling) a step is worth  $\$3246 \times 0.6 = \$1948$ .

(v) This money is allocated back to members

● 100 members x \$5000 on promotion =	= \$0.500 million +
● 200 members below breakpoint x 1 step x \$3246	= \$0.649 million +
● 200 members below breakpoint x 1.5 x \$3246	= \$0.974 million +
● 150 members above breakpoint x 1.0 x \$1948	= \$0.292 million +
● 100 members above breakpoint x 1.5 x \$1948	= \$0.292 million +
● 100 above hard ceiling of P/UL x 1.5 x \$1948	= \$0.292 million +
● <u>150 at hard ceilings</u>	<u>= \$0.000 million</u>
Total	= \$3.000 million

If more members go up for promotion, e.g. during the phase in for University Lecturers and Lib/Arch IV, then the regular step size will be smaller than illustrated above. If fewer members go up for promotion, then the regular step size will be larger than illustrated above.

During the first few years after the new scale is implemented, relatively more members will be below the breakpoint and so the step size will gain be smaller than illustrated above.

In all cases, ALL of the money allocated to progress through the ranks will be allocated to members. So while members at hard ceiling may not receive any increment, the money that could have received is recycled into the progress through the ranks pool.

This revised system where the amount of money for progress through the ranks is fixed allows us to introduce new ranks (University Lecturer and Librarian/Archivist IV), increase ceilings, and remove career progress ceilings independently of the cost of the progress through the ranks. By the end of the agreement, our progress through the ranks system will be comparable to those of UBC and U.Vic.

#### *(g) Pensions.*

When we started negotiations almost two years ago, we had a mandate from our members that any movement to the College Pension plan would be compulsory for new members and would have options for existing members. At that time, the College Pension plan was receptive to these arrangements. However, very late in negotiations, the College Pension plan was less receptive to these arrangements. In the interest of timely completion of bargaining, we have signed a special memorandum for a study, to be funded by the University, on alternative ways to move to a more secure and predictable pension plan, whether that ends up being the College Plan or another plan to be determined. The memorandum of understanding includes a strict timeframe that will expedite this study and seeks to introduce a new system by July, 2017. Refer to Letter of Agreement 3 in the new agreement.

### **Article 43. Economic Benefits**

This article outlines the benefits available to members, from dental and extended health plans to tuition benefits and professional development.

Major Changes: This agreement includes some minor benefit improvements effective 2017-01-01:

- Additional Registered Mental Health professionals can be used for the psychological benefit, but there is no change in the total \$ benefit.
- The dental plan is modified to add explicit coverage for temporary crowns and for dental implants.
- Inoculations (but not homeopathic injections) will now be covered.
- There will be a one-time increase to PDR funds that will be deposited January 1, 2017. This money comes from the same funds that will provide a one-time payment for members at ceilings. Once the ceiling payment has been made, the remaining balance in the fund will be divided among the entire membership and each person will get an equal share deposited to their PDR account.

There are no changes to post-retirement benefits, i.e. those hired after 2001-09-01 with more than 10 years of service must still pay 100% of the premiums for the health and dental coverage.

### **Article 44. Sick Leave and Long Term Disability (LTD)**

This article describes sick leave and long term disability benefits.

Major changes: (1) Part time sick leave is now available to all members. (2) The University and the Association will continue negotiations with the goal of also introducing long term disability benefits on a part-time basis. (3) Procedures to be followed in the case of a fitness to work dispute are clarified.

### **Article 45: Vacation**

This article describes vacation entitlements.

Major changes: None.

### **Article 46: Study Leave \*\*\*Important Changes\*\*\***

This article describes how credit for study leave is accumulated, and details provisions related to study leave for all members.



Major changes. (1) We have converted from a teaching semester credit system to years of service. A year of service means any year in which a member fulfils their assigned duties. There is NO impact on the actual time needed to earn a study leave. (2) There are limits on the amount of outside employment income that can be received during a study leave. (3) Librarians/ Archivists have additional study leave options.

#### **Article 47: Leaves of Absence**

This article describes procedures for leaves of absence other than study leave, sick leave or long-term disability leave.

Major changes: Provisions for family and compassionate care leaves are introduced for the first time.

#### **Article 48: Resignation**

This article describes procedures for resignation.

Major changes: None

#### **Article 49: Retirement**

This article describes procedures for retiring from the University. Financial counseling for retirement is described. Phased/early retirement options continue.

Major changes: (1) Emeritus Status can now be granted for 10 years services as a University Lecturer or Librarian/Archivist IV (or above) both of which are new ranks.

#### **Article 50: Release of Equipment**

This article describes procedures for dealing with equipment used by a faculty member who then resigns or retires.

Major changes: None

#### **Article 51: Academic Administrative Appointments within the bargaining unit**

This article outlines the responsibilities of Chairs and Directors, and those in similar roles in non-departmentalized faculties except for the Library, which is detailed elsewhere. The search procedures for these positions and the procedures for recall of academic administrators are

provided.

Major changes: Language around the appointment of Directors in non-departmentalized faculties has been clarified.

**Appendix A.** The Economic Stability Dividend.

This describes how a wage increase could occur if the growth in the provincial economy exceeds the forecast of the Economic Forecast Council. This is a standard appendix in all collective agreement in the current bargaining climate. You received a 0.45% ESD on 1 May 2016.

**Appendix B.** Old salary scales effective 1 July 2016. This include the 1% increase on 1 July 2015; the 0.45% ESD on 1 May 2016, and 0.5% on 1 July 2016.

**Appendix C.** New salary scales effective 2 Sept 2016

**Letter of Agreement 1.** Arrangement for off-site work for Librarians/Archivists. This allows these members to “work at home”.

**Letter of Agreement 2.** Details how the market differentials for Librarians/Archivists from the last round of bargaining are rolled into base salary.

**Letter of Agreement 3.** Details on grandfathering the “Teaching Professor” rank.

**Letter of Agreement 4.** Details continuing work on pension issues.