

# **MEMORANDUM OF UNDERSTANDING**

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## Memorandum of Understanding

Between

The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)

January 30, 2024

*Articles 25.4.1.1, 25.4.1.1.1(new), 25.4.2.2, 26.4.1.1, 26.4.1.1.1(new), 26.4.2.2*

### Preface:

In the 2019 round of collective bargaining, the parties negotiated that Senior Lab Instructors would no longer be *automatically converted* to continuing appointment after successfully serving the probationary period, but rather the Senior Lab Instructors and Senior Instructors (new position category) would be required *to apply* for continuing appointment after serving the probationary period. Senior Lab Instructors and Senior Instructors could apply for continuing appointment and promotion at the same time. This change in the Collective Agreement aligned Senior Lab Instructors and Senior Instructors to the processes that parallel tenure and promotion for faculty members. The parties have implemented the requirement to apply for continuing appointment; however, the language was not changed accordingly when the new process was brought into the Collective Agreement and needs to be corrected to reflect the current process.

The parties agree to amend the language in Articles 25.4.1.1, 25.4.1.1.1(new), 25.4.2.2, 26.4.1.1, 26.4.1.1.1(new), 26.4.2.2 as follows:

### **ARTICLE 25: PROMOTION AND CONTINUING APPOINTMENT OF SENIOR INSTRUCTOR MEMBERS**

#### 25.4.1 **Continuing Appointment**

25.4.1.1 ~~Applications for~~ **Notification of intention to seek a** Continuing appointment ~~and/or promotion~~ shall be made in writing by the SI Member, and be received by the Chair of the SIAPC by June 15 as in accordance with Article 22. The deadline for receipt of the complete application from the SI Member to the Chair of SIAPC is the Tuesday after Labour Day. **Within five (5) days of receiving the application, the Chair of the SIAPC shall forward the application to the SI Member's Chair or equivalent.** The application shall be accompanied by a curriculum vitae and such other documentation as the SI Member considers evidence of fulfillment of the criteria specified in Article 25.6 or 25.7. The SI Member shall provide sufficient information for an evaluation to be made with respect to the criteria specified in Article 25.6 or 25.7. By September 15, the Chair of SIAPC shall forward to the other members of the SIAPC the application and supporting documentation.

**25.4.1.1.1** The SI Member's Chair or equivalent shall provide their letter to the SIAPC by September 15.

**25.4.2** Promotion for SIs with Continuing Appointments

25.4.2.1 Notification of intention to seek promotion shall be made in writing by the SI to the SI Member's Dean and to the chair of the SIAPC by June 15.

25.4.2.2 ~~The application must be provided to the chair of the SIAPC by the Tuesday after Labour Day.~~ **The deadline for receipt of the complete application from the SI Member to the Chair of SIAPC is the Tuesday after Labour Day. Within five (5) days of receiving the application, the Chair of the SIAPC shall forward the application to the SI Member's Chair or equivalent.** The application shall consist of a cover letter addressing the SI's contributions to teaching and continuing professional development, relevant academic professional, University and community service, a current curriculum vitae, a maximum of the five (5) most recent Professional Activity Reports, and a maximum of five (5) examples of continuing professional development activity.

25.4.2.3 The ~~Program~~ **SI Member's** Chair or equivalent shall provide their letter to the SIAPC by September 15.

**ARTICLE 26: PROMOTION AND CONTINUING APPOINTMENT OF SENIOR LABORATORY INSTRUCTOR MEMBERS**

**26.4.1** Continuing Appointment

26.4.1.1 ~~Applications for~~ **Notification of intention to seek a** Continuing appointment ~~and/or promotion~~ shall be made in writing by the SLI Member, and be received by the Chair of the SLIAPC by June 15 as in accordance with Table 1(a) in Article 22. The deadline for receipt of the complete application from the SLI Member to the Chair of SLIAPC is the Tuesday after Labour Day. **Within five (5) days of receiving the application, the Chair of the SLIAPC shall forward the application to the SLI Member's Chair or equivalent.** The application shall be accompanied by a curriculum vitae and such other documentation as the SLI Member considers evidence of fulfillment of the criteria specified in Article 26.6 or 26.6.7. The SLI Member shall provide sufficient information for an evaluation to be made with respect to the criteria specified in Article 26.6 or 26.6.7. By September 15, the Chair of SLIAPC shall forward to the other members of the SLIAPC the application and supporting documentation.

**26.4.1.1.1** The SLI Member's Chair or equivalent shall provide their letter to the SLIAPC by September 15.

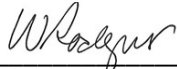
**26.4.2** Promotion for SLIs with Continuing Appointments

26.4.2.1 Notification of intention to seek promotion shall be made in writing by the SLI to the chair of the SLIAPC (appropriate Dean) by June 15.

26.4.2.2 ~~The application must be provided to the chair of the SLIAPC by the Tuesday after Labour Day.~~ **The deadline for receipt of the complete application from the SLI Member to**

**the Chair of SLIAPC is the Tuesday after Labour Day. Within five (5) days of receiving the application, the Chair of the SLIAPC shall forward the application to the Chair or equivalent.** The application shall consist of a cover letter addressing the SLI's contributions to their core professional function(s), continuing professional development, and academic professional, University and relevant community service, a current curriculum vitae, a maximum of the five (5) most recent Professional Activity Reports, and a maximum of five (5) examples of continuing professional development activity.

26.4.2.3 The ~~Program~~ **SLI Member's** Chair or equivalent shall provide their letter to the SLIAPC by September 15.



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Dr. Wendy Rodgers  
Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

**Memorandum of Understanding  
between  
The University of Northern British Columbia  
and  
The University of Northern British Columbia Faculty Association**

**March 1, 2024**

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| Article 72: Program Chairs |
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Preface:

The purpose of this MOU is to correct a cross-reference in Article 72 with the proper provision found in Article 12.

**Memorandum of Understanding**

The parties agree that the language in Articles 72.4.2 will be amended as follows:

72.4.2 For internal searches, the Program Appointments Selection Committee (ASC) (per Article 12.7) shall act as the recommending committee. The Chair of all Program Chair searches shall be the Dean or designate.

will be amended to:

72.4.2 For internal searches, the Program Appointments Selection Committee (ASC) (per Article **12.6**) shall act as the recommending committee. The Chair of all Program Chair searches shall be the Dean or designate.



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Dr. Wendy Rodgers  
Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

**Memorandum of Understanding**  
**between**  
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**and**  
**The University of Northern British Columbia Faculty Association**

**March 20, 2024**

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| Article 21: Professional Activity Reports |
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Faculty members are seeking clarification regarding the submission of their Professional Activity Reports (PARs) following successful promotion and tenure/continuing applications. A previous MoU dated November 8, 2021, noted that members who are promoted would not need to submit a PAR if the promotion was within one-year of their new reporting cycle. The current Collective Agreement does not stipulate if members must provide a PAR if their new reporting cycle is within a year of the promotion date. This MoU serves to provide clarification on when members are to provide PARs.

The parties agree to amend the language in Articles 21A.1 as follows:

**21A.1 Frequency of Reporting**

21A.1.1 Tenure-track Faculty Members, Probationary Senior Instructors, Probationary Senior Lab Instructors, Probationary Librarian Members and Full-time Term Members will submit Professional Activity Reports (PAR) annually.

21A.1.2 Tenured Faculty Members, Continuing Senior Instructors, Continuing Senior Lab Instructors, and Continuing Librarian Members shall submit PARs every two (2) years, except for those referenced in 21A.1.3. **Biennial PAR reporting is for 2024, 2026, 2028, and every two years thereafter.**

21A.1.3 Tenured Full Professors, Continuing Senior Instructors III, Continuing Senior Laboratory Instructors IV, and Continuing Librarians IV, shall submit PARs every three (3) years. **The triennial PAR reporting is for 2025, 2028, 2031, and every three years thereafter.**

21A.1.4 **PARs are to be submitted based upon the status of the member at the time the PAR submissions are due.**



\_\_\_\_\_  
Dr. Wendy Rodgers  
Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

**Memorandum of Understanding  
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The University of Northern British Columbia Faculty Association**

**March 21, 2024**

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| Article 4: ACCESS TO INFORMATION<br>Article 22: RENEWAL, TENURE AND PROMOTION OF FACULTY |
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Preface:

During the bargaining of 2023-2025 Collective Agreement, the parties agreed to make changes to several Tenure and/or Promotion Application and Assessment deadlines in Article 22. These changes limit the ability of the Employer to follow the deadline of providing reports to the Faculty Association as required in Articles Article 4.2.1(g) and 22.10.3. The purpose of this MOU is to amend this access to information deadline.

**Memorandum of Understanding**

The parties agree that the language in Article 22.10.3 will be amended as follows:

22.10.3           An anonymous record of each committee's vote on each candidate for Tenure or promotion will be provided to the Association by March 1.

will be amended to:

22.10.3           An anonymous record of each committee's vote on each candidate for Tenure or promotion will be provided to the Association by **March 31**.

The parties agree that the language in Article 4.2.1 (g) will be amended as follows:

4.2.1 (g)        By March 1, an anonymous record of each committee's vote on each candidate for Tenure, Continuing appointment, and promotion (pursuant to Article 22.10.3); and

will be amended to:

4.2.1 (g)        By **March 31**, an anonymous record of each committee's vote on each candidate for Tenure, Continuing appointment, and promotion (pursuant to Article 22.10.3); and



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Dr. Wendy Rodgers  
Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

**Memorandum of Understanding**

**Between**

**The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)**

**May 30, 2024**

**Article 50.5.2(k): Value of the Medical Service Travel Fund**

Preface:

Article 50.11.3.4 references the correct value of the annual Medical Service Travel Fund transfer, and was not cross-referenced in Article 50.5.2(k) in the proof-reading of the 2023-2025 Collective Agreement.

**Memorandum of Understanding**

The parties agree that the language in Article 50.5.2(k) will be amended as follows:

50.5.2(k) Medical Service Travel Fund of ~~fifteen thousand dollars (\$15,000) in each year of the Agreement~~ (see Article 50.11).



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Bill Owen  
Interim Provost & Vice President Academic  
University of Northern British Columbia



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Paul Siakaluk, President  
University of Northern British Columbia  
Faculty Association



## Memorandum of Understanding

Between

The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)

May 30, 2024

### Article 16.6.6/16A.6.6: Candidates Meeting with the Faculty Association in the Interview Process

#### Preface:

The Faculty Association has traditionally not met with candidates being interviewed given limited resources. Information about the Association is relevant only when a candidate is given a letter of offer of employment and in this case is invited to contact the Faculty Association. No other ASC searches involve invitations to meet with the Faculty Association.

## Memorandum of Understanding

The parties agree that the language in Article 16.6.6 and 16A.6.6 will be amended as follows:

- 16.6.5 In assessing candidates, the ASC shall give consideration to the nature of the duties to be performed as advertised, to the character and quality of the degrees held, and to the record of and potential for teaching and other scholarly, creative, or professional work. ~~The assessment shall be made objectively, on sound academic and other relevant grounds.~~
- 16.6.6 ~~As part of the interview process each candidate's itinerary should include a meeting with a representative of the Association.~~ **The assessment as per Article 16.6.5 shall be made objectively, on sound academic and other relevant grounds.**
- 16A.6.5 In assessing candidates, the ASC shall give consideration to the nature of the duties to be performed as advertised, to the character and quality of the degrees held, and to the record of and potential for teaching. ~~The assessment shall be made objectively, on sound academic and other relevant grounds.~~
- 16A.6.6 ~~As part of the interview process each candidate's itinerary should include a meeting with a representative of the Association.~~ **The assessment as per Article 16A.6.5 shall be made objectively, on sound academic and other relevant grounds.**



Bill Owen  
Interim Provost & Vice President Academic  
University of Northern British Columbia



Paul Siakaluk, President  
University of Northern British Columbia  
Faculty Association

**Memorandum of Understanding  
between  
The University of Northern British Columbia  
and  
The University of Northern British Columbia Faculty Association**

**October 3, 2024**

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| Article 30 : Teaching Workload Memorandum Submission Date |
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Article 30.1.2 states that:

No later than February 1 of each academic year, the Program Chair, in consultation with the Teaching Members of the Program, shall submit to the Dean for approval, a proposal for the teaching workload of each Teaching Member for the forthcoming academic year. In preparation for these consultations, the Teaching Member should by September 30, document in a memorandum to the Chair which factors, including Category II teaching and those listed in Article 30.3.2 they wish to have considered by the Chair, and subsequently approved by the Dean. The Chair's recommendation to the Dean shall include the Chair's written reasons as to how the factors identified by the Member, including those listed in Article 30.3.2, were considered and what adjustments, if any, the Chair recommends to the member's teaching workload assignment. The Dean's memorandum assigning the Member's teaching workload assignment shall identify, in sufficient detail for the member to respond, the factors, including those listed in Article 30.3.2, that were considered in the assignment of the Member's teaching workload.

Given that September 30 is the National Day for Truth and Reconciliation to recognize the impact of the Canadian Indian residential school system, the Parties mutually agree to amend the date by which teaching members should document in a memorandum to the Chair which courses and factors they wish to have considered by the Chair from September 30 to October 1 as noted below:

No later than February 1 of each academic year, the Program Chair, in consultation with the Teaching Members of the Program, shall submit to the Dean for approval, a proposal for the teaching workload of each Teaching Member for the forthcoming academic year. In preparation for these consultations, the Teaching Member should by **October 1** ~~September 30~~, document in a memorandum to the Chair which factors, including Category II teaching and those listed in Article 30.3.2 they wish to have considered by the Chair, and subsequently approved by the Dean. The Chair's recommendation to the Dean shall include the Chair's written reasons as to how the factors identified by the

Member, including those listed in Article 30.3.2, were considered and what adjustments, if any, the Chair recommends to the member's teaching workload assignment. The Dean's memorandum assigning the Member's teaching workload assignment shall identify, in sufficient detail for the member to respond, the factors, including those listed in Article 30.3.2, that were considered in the assignment of the Member's teaching workload.



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Dr. Bill Owen  
Interim Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

**Memorandum of Understanding**

**Between**

**The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)**

**November 25, 2024**

**Article 21B.1.2 (a.1)  
Peer Reviews**

**Background:**

In collective bargaining during for the 2023-2025 Collective Agreement, the Parties agreed to include mandatory peer reviews for all members applying for tenure and/or promotion as per Article 21B.1.2 (a.1). Peer reviewers were to be trained. Currently, the University does not have a roster of trained peer reviewers.

**Memorandum of Understanding:**

The parties agree that for the 2025 tenure and/or promotion applications members may include peer reviews of teaching if a member has had the opportunity for a peer review of teaching, and that no negative inference shall be drawn if such peer reviews are not included. FPTC and UPTC members are to be informed of this MoU prior to the review of promotion and/or tenure/continuing applications.



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Bill Owen  
Interim Vice-President Academic & Provost  
University of Northern British Columbia



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Paul Siakaluk  
Faculty Association - President  
University of Northern British Columbia

**Memorandum of Understanding**  
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**The University of Northern British Columbia**  
**and**  
**The University of Northern British Columbia Faculty Association**

**November 25, 2024**

Article 48: The Awarding of Merit  
Unallocated Performance Pay Increments (PPIs)

Article 48 indicates that “20 PPIs are available annually for distribution among Members.” During the 2024 review cycle, the adjudication committee allocated nine (9) PPIs with eleven (11) PPIs unallocated. This was the first occurrence of unallocated PPIs. The Joint Consultation Committee (JCC) explored equitable options for fair distribution of the funds associated with the unallocated 2024 PPIs funds.

The parties agree to the following on a without prejudice and precedent basis:

1. The total unallocated PPI funding for the 2024 review cycle will be equally distributed among benefit-eligible Members Personal Spending Accounts (PSA), increasing the annual entitlement from \$850 per Member to \$994.
2. The effective date of this increase is July 1, 2024.
3. The increase for the 2024 review cycle has already been distributed as a separate amount of \$144 which is now visible in Sun Life PSAs.
4. If there are any unallocated funds in the 2025 review cycle, the amounts will again be distributed to PSAs as of July 1, 2025.
5. The parties reserve the right to take any position at bargaining with respect to the current practice of exhausting 20 PPIs or in the alternative the method by which any residual is distributed.



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Bill Owen  
Interim Provost and Vice President Academic  
University of Northern British Columbia



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Paul Siakaluk  
Faculty Association - President  
University of Northern British Columbia

**Memorandum of Understanding**

**Between**

**The University of Northern British Columbia (The Employer)  
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The University of Northern British Columbia Faculty Association (The Faculty Association)**

**November 25, 2024**

**Article 50.11  
Medical Service Travel Fund**

Preface:

In the 2023 round of collective bargaining, the parties agreed to transfer the funds for the Medical Service Travel Fund (“Fund”) to the Faculty Association for administration. Subsequently, both the University and the Faculty Association have acknowledged the need to revise this language to ensure clarity and efficient processing for all parties, while also ensuring compliance with CRA regulations regarding taxable benefits for employees. As of July 1, 2024, the Faculty Association will be solely responsible for receiving and managing claims for the Medical Service Travel Fund. The Employer will collaborate with the Faculty Association to oversee the administration of the annual claims within 60 days following the submission deadline. After the Faculty Association reviews and approves the claims, a report will be forwarded to Payroll Services for payment of approved claims in accordance with CRA regulations. Payment of the approved claims will be processed within 30 days of receipt of the report by Payroll Services. The Employer is not required to pre-transfer the funds to the Association. Instead, it will retain the funds until claim payments are made and will transfer any unallocated funds to the Association thereafter.

The Employer has already provided the Faculty Association with the annual Fund contribution of \$25,000 for July 1, 2024. The Association agrees to return the \$25,000 contribution to the Employer by December 13, 2024.

The parties agree to amend the language in Article 50.11 as follows:

**50.11 Medical Service Travel Fund (Article 50.5.2(k))**

**50.11.1 Preamble:**

The Parties acknowledge that on occasion Members of the Association may be required to travel outside of their Prince George or regional campus communities (as applicable) to seek medical treatment. The Parties have agreed to create a Medical Service Travel Fund (herein called the “Fund”), **which is** administered by the Association **and the Employer**, to assist Members of the Association in offsetting costs associated with this travel.

~~50.11.1.1 The monies in the Medical Services Travel Fund shall be transferred to the Association as of 31 December 2023.~~

**50.11.2 Eligibility:**

Subject to the available Fund amounts and criteria outlined below, all employees eligible for membership in the Association shall be eligible to access the Fund. The maximum yearly benefit for a Full-time Member is **five thousand (\$5,000) dollars** and for a Part-time Member is **one thousand (\$1000) dollars**, pro-rated based on months employed during the claim period.

50.11.3 **Coverage/Expenses:**

The Association shall determine coverage, eligible expenses, and criteria for reimbursement. Upon request, the Association shall provide the Employer with its policies for coverage, eligible expenses, and criteria.

50.11.3.4 **Fund Value:**

The Employer will contribute twenty thousand dollars (\$20,000) on July 1, 2023, and twenty-five thousand dollars (\$25,000) in each subsequent year of the Agreement.

50.11.3.5 **Claims and Fund Distribution:**

The Claims process and ~~associated timelines~~ **claim submission deadline** shall be as determined by the Association. ~~Upon request, The Association shall provide the Employer a report of approved claims, aggregated to protect personal confidential information, with approved claims and all necessary supporting documentation an annual report of expenditures under the Fund, aggregated to protect personal confidential information.~~ **The Association will retain all supporting documents for approved claims for the required payroll records retention period, as specified by the CRA. The Employer will issue claim payments within 30 days of receiving the report and report payments on T4 slips as required by the CRA.**



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Dr. Bill Owen  
Interim Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

## Memorandum of Understanding

Between

The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)

November 25, 2024

### *Article 19.4 Phased Retirement*

#### Preface:

A recent review of Article 19.4 revealed inconsistencies in language that have led to different interpretations of this benefit to Members. Given this, the parties agree to amend the language in Article 19.4 as follows:

Original text:

#### **19.4 Phased Retirement Program**

19.4.1 The University will make a phased retirement program (“Program”) available to Members who satisfy the following conditions.

The Member must:

- (i) hold a full-time appointment. Full-time for the purposes of the Program is defined as having been hired into a position that is greater than a .75 FTE;
- (ii) have completed at least ten (10) years of service in a full-time appointment with the University on the date on which they notify the Employer of their intention to participate in a Program; and
- (iii) be eligible to begin receiving a pension payment under the UNBC pension plan (“Plan”) on the date on which their Program starts (i.e., age 55 or older).

19.4.2 A Member who wishes to participate in a Program must notify the Employer in writing of their intention to do so at least one year before the date on which their Program will start. Such notice of intention will be irrevocable, but with sufficient notice the phased retirement period may be shortened.

19.4.3 A Member’s Program must start on January 1 or July 1 and have a duration of one (1), two (2), or three (3) years.



Is to be amended as follows:

#### 19.4 Phased Retirement Program

19.4.1 The University will make a phased retirement program (“Program”) available to Members who satisfy the following conditions.

The Member must:

- (i) hold a full-time appointment. Full-time for the purposes of the Program is defined as having been hired into a position that is greater than a .75 FTE;
- (ii) have completed at least ten (10) years of service in a full-time appointment with the University on the date on which they ~~notify the Employer of their intention to participate in a~~ **are to initiate the** Program; and
- (iii) be eligible to begin receiving a pension payment under the UNBC pension plan (“Plan”) on the date on which their Program starts (i.e., age 55 or older).

19.4.2 A Member who wishes to participate in ~~a~~ **the** Program must notify the Employer in writing of their intention to do so at least one year before the date on which their Program will start. ~~Such notice of intention will be irrevocable, but with sufficient notice the phased retirement period may be shortened.~~ **If the planned program is approved, the notice of intended retirement will be irrevocable. With sufficient notice the phased retirement period may be shortened.**

19.4.3 A Member’s Program must start on January 1 or July 1 and have a duration of one (1), two (2), or three (3) years.



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Bill Owen  
Interim Provost and Vice President Academic  
University of Northern British Columbia



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Paul Siakaluk  
Faculty Association - President  
University of Northern British Columbia

## Memorandum of Understanding

Between

The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)

November 26, 2024

### Article 54.2 Sabbatical

To provide clarity on the options for a Member's first sabbatical, the parties agree to amend the language in Article 54.2 as follows:

#### ARTICLE 54: SABBATICAL

- 54.1 Sabbaticals 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. The Employer recognizes that sabbaticals also assist Tenured Faculty Members to improve themselves academically by engaging in continued research, professional experience, or intellectual renewal. While sabbaticals are available to Faculty Members, they are not granted automatically. Proposals for sabbatical projects shall clearly identify either the expected impact of the project on the scholarly or creative productivity of the Faculty Member or the expected impact of the project on the pedagogical programs at UNBC.
- 54.2 Tenured Faculty Members are entitled to apply for sabbatical, and are eligible to be on sabbatical on the following basis:
- (a) (a) Application for a sabbatical of twelve (12) months at eighty percent (80%) of salary (which includes nominal salary and market differential stipend and/or CRC salary stipend) or for a sabbatical of six (6) months at one hundred percent (100%) of salary (which includes nominal salary and market differential stipend and/or CRC salary stipend) shall reflect six (6) years of full-time credited academic service at the University;
  - (i) A Faculty Member's first (1<sup>st</sup>) sabbatical shall always be one of the types in Article 54.2(a) above, while subsequent sabbaticals may be as provided for in Articles 54.2(a) or 54.2(b);
  - (ii) Subject to all other terms and conditions of Article 54, a Faculty Member's first (1<sup>st</sup>) sabbatical, where the Member has been awarded Tenure at the University, will be funded at ninety percent (90%) of salary (which includes nominal salary and market differential stipend and/or CRC salary stipend) for a sabbatical of twelve (12) months;

- (b) **(b)** Application for a sabbatical of six (6) months at eighty percent (80%) of salary (which includes nominal salary and market differential stipend and/or CRC salary stipend) shall reflect three (3) years of full-time credited academic service at the University;
- ~~(c) A Faculty Member's first (1<sup>st</sup>) sabbatical shall always be one of the types in Article 54.2(a) above, while subsequent sabbaticals may be as provided for in Articles 54.2(a) or 54.2(b);~~
- ~~(d) Subject to all other terms and conditions of Article 54, a Faculty Member's first (1<sup>st</sup>) sabbatical, where the Member has been awarded Tenure at the University, will be funded at ninety percent (90%) of salary (which includes nominal salary and market differential stipend and/or CRC salary stipend) for a sabbatical of twelve (12) months;~~
- (e) **(c)** Sabbatical credit accrued to a maximum of six (6) years. However, if a sabbatical has been deferred by the Provost as per Article 54.8, each year of credit (per Article 54.10) may either be counted towards a subsequent sabbatical or used to increase the compensation in a twelve (12)-month sabbatical by six point six seven percent (6.67%) per additional year of service, to a maximum of one hundred percent (100%) of salary (which includes nominal salary and market differential stipend and/or CRC salary stipend);
- (f) **(d)** Program Chairs who have served for a minimum of three (3) consecutive years are eligible to receive up to two percent (2%) in additional sabbatical salary pay for each year served during this Agreement when they take a sabbatical. The maximum amount of additional pay that can be awarded is up to ten percent (10%) of the salary (which includes nominal salary and market differential stipend and/or CRC salary stipend). This provision may be combined with Article ~~54.2(d)~~ **54.2(ii)** to a maximum of one hundred percent (100%) of nominal salary, except Chairs are allowed to accrue credited academic service towards their next sabbatical leave. The sabbatical credit accrual will be specified in the Chair's appointment letter; and
- (g) **(e)** Program Chair salary stipends or other administrative salary stipends will be suspended for the period of sabbatical.

54.3

Notwithstanding Article 54.7, the Provost may defer the granting of an approved sabbatical to a Faculty Member for a period of up to three (3) academic years. In order to assist the Provost to determine whether a deferral is warranted, the Program Chair will consult with Members of the Program to prepare a sabbatical plan that will be recommended to the responsible Dean by November 1. The sabbatical plan shall consist of the following:

- (a) a rolling schedule of projected sabbaticals of Program Members during the next three (3) years;
- (b) a projected course schedule that attempts to minimize the disruption of course delivery due to sabbatical absences during the three (3)-year period;
- (c) a list of Faculty Members who have stated their willingness to defer voluntarily their sabbatical in order to accommodate the sabbatical plan, and who are therefore eligible for compensation under Article ~~54.2(e)~~ **54.2(c)** if the deferral is approved by the Provost; and

(d) an estimate of the costs of covering additional course instruction due to projected sabbaticals.

54.10 For every year that a sabbatical is deferred, a Faculty Member may credit the additional years of service before a sabbatical is granted toward a subsequent sabbatical, or may apply them towards the deferred sabbatical as provided for in Article ~~54.2(d)~~ **54.2(c)**.

72.8.2 The counting of service towards sabbatical for Program Chairs shall be as provided for in Article ~~54.2(f)~~ **54.2(d)**.



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Dr. Bill Owen  
Interim Vice President Academic and Provost  
University of Northern British Columbia



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Dr. Paul Siakaluk  
President  
University of Northern British Columbia  
Faculty Association

## Memorandum of Understanding

Between

The University of Northern British Columbia (The Employer)  
and  
The University of Northern British Columbia Faculty Association (The Faculty Association)

December 16, 2024

### Article 39 – Intellectual Property

The parties adopted the language from “*Policy 73 – Intellectual Property Rights*” from the University of Waterloo when they revised Article 39 for ratification and insertion into the Collective Agreement. The formatting of *Policy 73* is differential from the formatting of the Collective Agreement, resulting in confusion of the reference to “B” under “Distance and Continuing Education” (7. Teaching Materials). The parties agree to correct the reference to “B” as follows:

#### 7. Teaching Materials

##### Preamble

In the context of this policy, IP generated in the course of teaching activities is generally treated in the same manner as that created through research activities. However, given the inherent nature of an academic community this section of the policy details the principles unique to teaching activities.

##### Principles

The creation of materials required for course management and administration, such as course outlines, and final exams is considered an assigned task, and copyright for such material is vested in the University. This does not apply to more detailed teaching materials, such as course notes, laboratory manuals, and web-based courses for which the copyright belongs to the creator. However, any of the latter material which has been printed and distributed or made publicly available should also be available for royalty-free use for teaching and research by other members of the University.

##### Third-Party Copyright

Some materials traditionally used in the classroom may contain copyright material from other sources. It is necessary to obtain clearance from the copyright holder before these materials may be copied.

##### Conflict of Interest

Conflict of interest exists when students are required to purchase teaching materials in which the instructor has a commercial interest. If the copyright is held by a publisher at arm’s length, the instructor(s) must declare a conflict of interest to the appropriate department Chair(s) in accordance with Article 5 of the Agreement. If the copyright is not held at arm’s length, the material should be sold at cost.

## Distance and Continuing Education

Materials for use in distance and continuing education courses shall be made available to the University under contract(s) with the author(s). The terms of a typical contract will include an exclusive license for use of the materials by the University for distance and continuing education for a specified length of time, and restrictions, if any, on other uses of the materials on campus. Normally, these materials would be subject to the principle described ~~in B.~~ **in Principles** above for detailed teaching materials which have been printed and distributed or made publicly available.



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Dr. Bill Owen  
Interim Vice President Academic and Provost  
University of Northern British Columbia

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Dr. Paul Siakaluk  
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