

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.

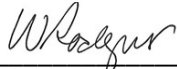
26.4.2 Promotion for SLIs with Continuing Appointments

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.



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



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

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

March 1, 2024

Article 72: Program Chairs

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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March 20, 2024

Article 21: Professional Activity Reports

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.**



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March 21, 2024

Article 4: ACCESS TO INFORMATION 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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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).



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



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University of Northern British Columbia
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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.**



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October 3, 2024

Article 30 : Teaching Workload Memorandum Submission Date

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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