Joint Committee on the Administration of the Agreement

Annual Report for June 30, 2003

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PART A: General

1. Description of the JCAA

The JCAA is governed by Article 74 of the Framework Agreement (2001). Its general function is to advise the two Parties on matters arising from the administration and interpretation of the Framework Agreement, and to seek cooperative solutions to any differences that may arise.

The committee is composed of three representatives of the University appointed by the President of the University and three representatives of the Association appointed by the President of the Association, with a quorum being at least two members from each side (74.2). It meets as necessary but at least once every two months during the academic year. Either Party may call a meeting on seven days written notice (74.4).

The functions of the JCAA are described in Article 74.3 (quoted below in its entirety):

74.3.1 The JCAA shall:
   (a) endeavour to maintain and develop a spirit of cooperation and mutual respect between the parties;
   (b) review matters of mutual concern arising from the administration of this Agreement excluding any dispute that is the subject of an appeal or grievance under any other provision of this Agreement or that has been submitted to arbitration under this Agreement;
   (c) foster good communication between the Parties and to serve as a forum for the exchange of information; and
   (d) compile a ranked list of five arbitrators by January 1 of each calendar year.

74.3.2 The JCAA shall not have the power to add to or to modify in any way the terms of this Agreement. The JCAA shall function in an advisory capacity to the Association and the University and shall seek the timely correction of conditions, which may give rise to misunderstandings.

74.3.3 If the JCAA identifies a serious ambiguity or omission that affects the application of the terms of this Agreement, the JCAA may make a unanimous recommendation to the Parties regarding the resolution of that ambiguity or omission for the term of the Agreement.

2. Additional Committee Procedures

In addition to the procedures set out in Article 74 of the Framework Agreement, the JCAA has adopted the following procedures that continue in effect:

   (a) Minutes will be taken by committee members in turn and the minutes will be synoptic only.
   (b) The discussions of the committee will be confidential.
   (c) No chair will be appointed. (All agreed to: March 28, 2001)
In its operations, the JCAA attempts to address issues in keeping with the spirit of the Framework Agreement, which stipulates that the Parties will first attempt to resolve differences informally before seeking more formal solutions (see Preamble to the Framework Agreement and FA 57.1). This has meant that on most issues the committee’s role has been to offer advice to the Parties under 74.3.2. In the case of "serious ambiguities or omissions," the committee has assisted the Parties, under 74.3.3, to arrive at mutually acceptable Letters of Understanding (LOU) that, when signed by the President of the University and the President of the Association, have the effect of amending the Agreement for the duration of its term.

3. Advertising of Advice and Letters of Understanding

When Letters of Understanding are signed by the Presidents, or advice or interpretations agreed upon by the JCAA, the usual manner of advertising these is as follows:

1. The Administration sends out a notice on its listserv to Chairs, Directors, and Deans.

2. The Association, where it deems necessary, sends out notices to all or some of its members, either in hardcopy or by listserv.

3. In the case of Letters of Understanding, the Administration makes (and indicates) changes to the web version of the Framework Agreement and makes sure any new hard copies of the Framework Agreement are up to date.

4. At the end of each contract year (ending June 30th), the JCAA compiles an Annual Report consisting of all Letters of Understanding and advice or interpretations made in the year, along with those from previous years that are still current. The Annual Report is then distributed jointly by the Administration and the Association to all Faculty Association members and all relevant administrators.

5. Where a matter emerges that requires more immediate or vigorous advertising, the JCAA will develop mechanisms to do this.
PART B: Advice Offered as of June 30, 2003

Article 10.3 Joint Appointment Letters

Where the letter of appointment for a joint appointment is silent as to the primary appointment, the appointee would be considered a 0.5 appointment in each department.

March 28th, 2001

Article 13 Impact of Leaves in Evaluation Process

Faculties are advised to include in their Evaluation Policies the following statement: "Any adverse impact of sick leave, maternity or parental leave on the Member’s performance should be taken into account in the evaluation process."

March 28th, 2001

Articles 13.4.1 and 54.4 Expectations for Promotion

The concept that expectations rise with rank [in these articles] refers to quality rather than quantity.

March 11th, 2002

Article 21.3.7 (b) Dean’s Decision on RPT Committee Composition

Although there is no formal appeal from the Dean’s decision on a candidate’s challenge to the committee composition, the relevant line authority is still involved and a member can request intervention from the next level.

September 16th, 2002

Articles 22.3 and 23.3 Nomination of Referees for Tenure or Promotion

The intention of these clauses was for the lists of referees to be exchanged simultaneously.

September 16th, 2002

Articles 22.4 and 23.5 Choice of Referees for Tenure or Promotion

When there is an overlap in the lists of referees and the candidate and the committee both choose the same referee, it would be preferable for the candidate and the committee to agree on another name from either list by mutual agreement but, failing that, an additional name shall be chosen from each list and the number of referees increased by one. The important principle is equal representation of referees from the candidate’s and the committee’s list.
Article 41.5  Removal of Documents from Official Performance File

The authority to remove documents belongs to the Chair. Where there are questions about the appropriateness of removing certain documents, the Chair can ask for a ruling from the Dean. Documents removed should be disposed of as appropriate on a case-by-case basis. Some documents may need to be put in other files (for instance, a medical record that is not appropriate in a performance file may be necessary elsewhere to maintain an accommodation); some may need to be shredded. The University’s Freedom of Information Officer (University Secretary) should be consulted when freedom of information and privacy questions arise.

September 16th, 2002

The Parties have agreed to the following Letters of Understanding to remain in effect for the duration of the Agreement (until June 30, 2004).

Article 19.5.2 Librarian Advisory Committee Procedures

Article 19.5.2 of the Framework Agreement should be rectified by substituting the words "Official Performance File" for the words "Official Personnel File" such that it reads as follows:

The Advisory Committee shall be provided with and shall consider copies of the following documentation placed in the candidates Official Performance File since the candidate’s appointment or last promotion, whichever is the most recent. [Substituted words in italics.]


Article 29             Deadlines for Forwarding Departmental RPT Recommendations

Article 29.0 of the Framework Agreement is altered to move the date for the submission of promotion materials by the Chair from February 15th to January 15th and that Appendix G, Deadlines for Reappointment, Tenure and Promotion is consequently amended.

March 28th, 2001

Article 53             Senior Instructors Development Term

Preamble

1. Eligibility for the Development Term will be determined in accordance with the Interpretation Guidelines set out below.

2. Insofar as the Guidelines can be read consistently with the terms of Article 53, the terms of that Article will continue to apply.

3. Where the Guidelines add to, vary or contradict the terms of Article 53, the Guidelines will be paramount.

4. The Faculty Association recognizes that its Members may be treated somewhat differently under these Guidelines than under the terms of Article 53 alone but acknowledges that these changes constitute an advantage to its Members and agrees that it will not take a grievance arising out of the application of the Guidelines notwithstanding that the Guidelines may add too, vary or conflict with Article 53.

5. This Letter of Agreement will expire on the same date as the Framework Agreement.
6. The University and the Faculty Association agree that they will attempt to settle any
difficulties arising out of the interpretation of this Letter of Agreement informally by discussion
between the President of the University of Victoria and the President of the Faculty Association
or their designates.

Senior Instructor Development Term Interpretation Guidelines

1. Senior Instructors will be eligible for a Senior Instructor Development Term when they
have reached their eligibility requirement as defined in Article 53.2.

2. Subject to Articles 53.3 and 53.4, the eligibility requirement is computed according to the
following formula: (Units in Senior Instructor’s annual regular teaching load) x 6.

3. The highest number of units required to become eligible for a Senior Instructor
Development Term is 72.

4. If a Senior Instructor will become eligible for a Development Term under 53.2 and 53.3
without teaching all of her or his normal teaching load during the final term prior to becoming
eligible, then the Senior Instructor will teach her or his normal teaching load in that term but may
carry forward any units taught above the units regularly for eligibility toward eligibility for the
next Development Term.

5. If Senior Instructors must delay taking their Development Term beyond the first term
after they achieve their eligibility requirement due to the provisions in 53.4, they may carry
forward toward eligibility for the next Development Term any units taught in the first or second
term after they achieve their eligibility requirements that precede their Development Term.

6. If Senior Instructors delay taking their Development Term beyond the first term after
they achieve their eligibility requirement at the request of their Chair or Dean, they may carry
forward toward eligibility for the next Development Term any units taught in the terms after they
achieve their eligibility requirements that precede their Development Term.

7. Subject to Article 53.6, all Senior Instructors will receive as credit towards their
eligibility requirement units actually taught prior to January 1, 2001, at UVic up to a maximum
number of units computed according to the following formula: (Units in Senior Instructor’s
annual regular teaching load) x 4.

8. Pursuant to point 7 above, no Senior Instructor shall receive credit toward their eligibility
requirement units for more than 48 units of teaching taught prior to January 1, 2001.

9. Where a Senior Instructor teaches extra-to-load courses after January 1, 2001, those
courses will be counted in determining when the Senior Instructor has met her or his eligibility
requirement.
10. Subject to Article 53.7, when a Senior Instructor has met her or his eligibility requirement, he or she is eligible to receive teaching relief in the next academic session of 25% of the Senior Instructor’s annual regular teaching load.

11. Where the units represented by the courses the Senior Instructor teaches are not divisible evenly by the units of teaching relief for which he or she is eligible, then the teaching relief granted shall be the number of courses that taken together most closely approximates the units of teaching relief for which the Senior Instructor is eligible. If this approximation would result in two equally appropriate numbers, the lower approximation will be adopted as the eligible teaching relief.

12. In any case, if a Senior Instructor has reached her or his eligibility requirement, the minimum teaching relief will be one course of 1.0 unit value.

13. Where a Senior Instructor is release from teaching certain units to enable her or him to undertake activities which the Chair of the Department (or Dean in the case of faculties without department) has approved, including, but not limited to serving in Departmental or University administrative or service functions, Faculty Association service, or undertaking special projects at the request of the University, those units will be credited toward the Senior Instructor’s eligibility requirement.

14. Re Article 43.2 (Application). October 1 will be the deadline for Senior Instructors to submit an application for Development Term to the Senior Instructor’s Chair (Dean in the case of non-Departmentalized Faculty) for a Development Term that will commence on the following May 1 or September 1, or January 1. For example, if the application was made on October 1, 2002, then the Development Term could commence on either May 1, 2003 or September 1, 2003 or January 1, 2004.

**Example Calculations:**

A. Full-Time (12 units a year)

43.5 units of eligibility as of Jan. 1, 2001

No carry-forward of units toward next development term.

In this example, the Senior Instructor had 43.5 units taught as of Jan. 1, 2001. They therefore can count all 43.5 of those units toward development term eligibility. By the end of the Jan. 1 - Apr. 30 term 2003, they would have 72 units of eligibility (assuming they accumulated 28.5 units of eligibility from Jan. 1, 200 to Apr. 30, 2003), and they would therefore be eligible for teaching relief of 3.0 units (.25% of their annual regular teaching load) in the next academic session.

In this example, the Senior Instructor takes the Development Term in the summer term of 2003 (May 1 - August 31), when they would normally be teaching 3.0 units.
There is no carry-forward of units to the next Development Term because in the final term prior to becoming eligible (the Jan. 1 - Apr. 30, 2003 term in this example), it is necessary to be eligible for the Development Term.

It should be noted that a Senior Instructor planning on taking a Development Term in the Summer 2003 term (May 1 - August 31) should make application to the Chair of their Department by October 1, 2002. (See Point 14 above).

'B. Full-Time (12 units a year)

48 units of eligibility as of Jan. 1, 2001

Carry-forward of units toward next Development Term:

(Carry-forward from the term after eligibility was achieved)

"In this example, the Senior Instructor had 48 or more units taught as of Jan. 1, 2001. They therefore can count 48 of those units toward Development Term eligibility. By the end of Sept. 1 - Dec. 31, 2002 term, they would have 72 units of eligibility (assuming they accumulated 24 units of eligibility from Jan. 1, 2001 to Dec. 31, 2003), and they would therefore be eligible for teaching relief of 3.0 units (.25% of their annual regular teaching load) in the next academic session (the Jan. 1 - Apr. 30, 2003 term).

However, under 53.4, "Normally, a Development Term will be scheduled during the period when there is least student demand for courses taught by the Senior Instructor".* In this example, that would be the Summer (May 1 - August 31, 2003 term) when the Senior Instructor would normally be teaching 3.0 units rather than 4.5 units normally taught in the Jan. 1 - Apr. 30 term. The Senior Instructor takes the Development Term in the summer term of 2003 (May 1 - August 31), when they would normally be teaching 3.0 units.

Following Point 5 above, the Senior Instructor in this example can carry-forward the 4.5 units of eligibility taught in the Jan. 1 - Apr. 30, 2003 term towards eligibility for the next Development Term.

It should be noted that a Senior Instructor planning on taking a Development Term in the Summer 2003 term (May 1 - August 31) should make application to the Chair of their Department by October 1, 2002. (See Point 14 above).

'C. Full-Time (12 units a year)

48 units of eligibility as of Jan. 1, 2001

Carry-forward of units toward next Development Term:

(Carry-forward from the term after eligibility was achieved), plus
(Carry-forward from the final term when eligibility was achieved)

In the example, the Senior Instructor had 48 or more units taught as of Jan. 1, 2001. They therefore can count 48 of those units toward Development Term eligibility. By the end of the Sept. 1 - Dec. 31, 2002 term, they would have 75 units of eligibility (assuming they accumulated 27 units of eligibility from Jan. 1, 2001 to Dec. 31, 2003, including 3.0 units of eligibility in that period by teaching extra-to-load courses), and they would therefore be eligible for teaching relief of 3.0 units (.25% of their annual regular teaching load) in the next academic session (the Jan. 1 - Apr. 30, 2003 term).

However, under 53.4 "Normally, a Development Term will be scheduled during the period when there is least student demand for courses taught by the Senior Instructor". In this example, that would be the Summer (May 1 - August 31, 2003 term) when the Senior Instructor would normally be teaching 3.0 units rather than 4.5 units normally taught in the Jan. 1 - Apr. 30 term. The Senior Instructor takes the Development Term in the summer term of 2003 (May 1 - August 31), when they would normally be teaching 3.0 units.

Following Point 4 above, there is a carry-forward of 3.0 units to the next Development Term because in the final term prior to becoming eligible (the Sept. 1 - Dec. 31, 2002 term in this example), it is not necessary to count all of the units taught by the Senior Instructor in order to achieve the 72 units necessary to be eligible for the Development Term.

Following Point 5 above, the Senior Instructor in this example can carry-forward the 4.5 units of eligibility taught in the Jan. 1 - Apr. 30, 2003 term towards eligibility for the next Development Term.

Therefore, in this example, the Senior Instructor can carry forward a total of 7.5 units of eligibility toward the next Development Term (i.e. 3.0 units from the Sept. 1 - Dec. 31, 2002 term plus 4.5 units from the Jan. 1 - Apr. 30 term).

It should be noted that a Senior Instructor planning on taking a Development Term in the Summer 2003 term (May 1 - August 31) should make application to the Chair of their Department by October 1, 2002. (See Point 14 above).

D. Part-Time (6 units a year)

22.5 units of eligibility as of Jan. 1, 2001

No carry-forward of units toward next Development Term.

In this example, the Senior Instructor needs 36 units of eligibility (units in annual regular teaching load x 6) to become eligible for a Development Term with a teaching reduction of 1.5 units (25% of their annual regular teaching load).

They had 22.5 units taught as of Jan. 1, 2001. Under Point 7 above, they can count all 22.5 of those units toward Development Term eligibility. By the end of the Jan. 1 - Apr. 30, 2003 term,
they would have 36 units of eligibility (assuming they accumulated 13.5 units of eligibility from Jan. 1, 2001 to Apr. 30, 2003), and they would therefore be eligible for teaching relief of 1.5 units (.25% of their annual regular teaching load) in the next academic session.

In this example, the Senior Instructor opts to take the Development Term in the summer term of 2003 (May 1 - August 31), when they would normally be teaching 1.5 units.

There is no carry-forward of units to the next Development Term because under Point 4 above in the final term prior to becoming eligible (the Jan. 1 - Apr. 30, 2003 term in this example), it is necessary to count all of the units taught by the Senior Instructor in order to achieve the 36 units necessary to be eligible for the Development Term. For a carry-forward to take place, there must be units taught in the term prior to becoming eligible that are surplus to the number required for eligibility.

It should be noted that a Senior Instructor planning on taking a Development Term in the Summer 2003 term (May 1 - August 31) should make application to the Chair of their Department by October 1, 2002. (See Point 14 above).

E. Part-Time (6 units a year)

24 units of eligibility as of Jan. 1, 2001

Carry-forward of units toward next Development Term:

(Carry-forward from the term after eligibility was achieved), plus

(Carry-forward from the final term when eligibility was achieved)

In this example, the Senior Instructor needs 36 units of eligibility (units in annual regular teaching load x 6) to become eligible for a Development Term with a teaching reduction of 1.5 units (25% of their annual regular teaching load).

They had 24 or more units of courses taught as of Jan. 1, 2001. They can count 24 of those units toward Development Term eligibility. By the end of the Sept. 1 - Dec. 31, 2002 term, in this example they would have 37.5 units of eligibility (assuming they accumulated 13.5 units of eligibility from Jan. 1, 2001 to Dec. 31, 2002 by teaching their regular teaching load plus 1.5 units extra-to-load), and they would therefore be eligible for teaching relief of 1.5 units (.25% of their annual regular teaching load) in the next academic session (Jan. 1 - Apr. 30, 2003).

However, under 53.4 "Normally, a Development Term will be scheduled during the period when there is least student demand for courses taught by the Senior Instructor". In this example, that would be the Summer (May 1 - August 31, 2003 term) when the Senior Instructor would normally be teaching 1.5 units rather than 3.0 units normally taught in the Jan. 1 - Apr. 30 term. The Senior Instructor takes the Development Term in the summer term of 2003 (May 1 - August 31), when they would normally be teaching 1.5 units.
Following Point 4 above, there is a carry-forward of 1.5 units to the next Development Term because in the final term prior to becoming eligible (the Sept. 1 - Dec. 31, 2002 term in this example), it is not necessary to count all of the units taught by the Senior Instructor in order to achieve the 36 units necessary to be eligible for the Development Term.

Following Point 5 above, the Senior Instructor in this example can carry-forward the 3.0 units of eligibility taught in the Jan. 1 - Apr. 30, 2003 term towards eligibility for the next Development Term.

Therefore, in this example, the Senior Instructor can carry forward a total of 4.5 units of eligibility toward the next Development Term (i.e. 1.5 units from the Sept. 1 - Dec. 31, 2002 term plus 3.0 units from the Jan. 1 - Apr. 30 term).

It should be noted that a Senior Instructor planning on taking a Development Term in the Summer 2003 term (May 1 - August 31) should make application to the Chair of their Department by October 1, 2002. (See Point 14 above).

Agreed: April 2002