

Memorandum of Settlement

between

VANCOUVER ISLAND UNIVERSITY

(referred to as "the Employer")

and

VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION ("UNION")

(referred to as "the Union")

"Errors and Omissions Excepted"

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF VANCOUVER ISLAND UNIVERSITY, ACTING ON BEHALF OF VANCOUVER ISLAND UNIVERSITY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE VANCOUVER ISLAND UNIVERSITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION Local MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

3. Effective Dates

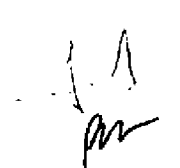
The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. SCHEDULE "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

A handwritten signature in black ink, appearing to be 'J. A. M.', is located in the bottom right corner of the page.

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

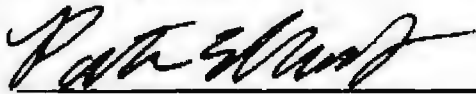
7. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 04 day of June, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Patricia Elliott



Ross MacKay



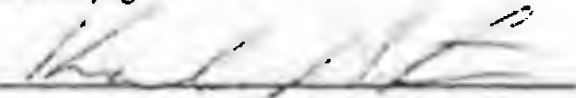
David Paterson



Mark Webster



Dan Brydges

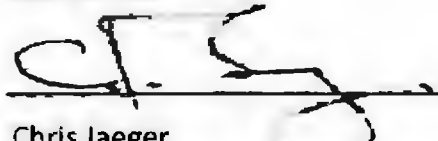


Kamala Haughton

BARGAINING REPRESENTATIVES
FOR THE UNION:




Laura Suski



Chris Jaeger



Colleen Price



Clay Armstrong



Neil McLeod

SCHEDULE A

1. TERM OF AGREEMENT – 3 YEAR TERM

1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE

This Agreement shall be binding from the April 1, **2019** until March 31, **2022**, or until a new agreement is signed, whichever is later. The continuance of the increment structure is hereby agreed to by both parties. This Agreement may be opened for collective bargaining by either party at any time after November 30, **2021**, in accordance with Section 46 of the Labour Code of British Columbia (1992).

2. GENERAL WAGE INCREASES

Collective Agreement will be updated as follows:

- Effective April 1, 2019 all wage scales in the collective agreement which were in effect on February 1, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2020, all wage scales in the collective Agreement which were in effect April 1, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2021, all wage scales in the collective Agreement which were in effect April 1, 2020 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for Vancouver Island University and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to Vancouver Island University within eight (8) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

3. NEW LEAVE: LEAVE FOR DOMESTIC AND SEXUAL VIOLENCE:

NEW: Article 12.7: Leave for Domestic and Sexual Violence

Where leave from work is required due to an employee and/or an employee's dependent child experiencing domestic or sexual violence, the employee shall be granted leave, in each calendar year, as follows and in accordance with *Employment Standards Act*:

- a) up to 10 days of leave, of which three (3) will be paid and
- b) up to 15 weeks of unpaid leave.

Leave under (a) or (b) above may be taken in one continuous period or intermittently.

In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation.

4. AMENDED EXISTING LANGUAGE - COMPASSIONATE CARE LEAVE

Article 12.8.11 Compassionate Care Leave

An employee will be granted a compassionate care leave of absence without pay for up to **twenty-seven (27)** weeks to care for a gravely ill family member. For the purpose of this Article, "family member" is defined as one of the persons listed in the Family Member Regulation, pursuant to the Employment Standards Act, Appendix I—Family Members for the purpose of Article Compassionate Care Leave in the Employment Standard Act for Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a certificate from a medical practitioner or nurse practitioner stating that the ill family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must provide a copy of the certificate to the Employer as soon as practicable, upon request.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- i. The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of **twenty-seven (27)** weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- ii. Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of **twenty-seven (27)** weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- iii. Compassionate care leave, up to a maximum of **twenty-seven (27)** weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- iv. An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

DELETE APPENDIX I.

5. PARENTAL LEAVE AND SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)

12.10 MATERNITY, PARENTAL AND ADOPTION LEAVE

12.10.1 Maternity Leave

Maternity Leave of Absence shall be granted. Whenever possible, a written request, specifying the desired period of leave, should be submitted at least ~~16-4~~ weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Regional Campus Principal. The duration and other terms shall be decided on an individual basis taking into account individual needs as far as possible, but shall be subject to the following general provisions:

12.10.1.1 If the leave of absence shall affect part or all of any semester, the faculty member shall give as much notice as possible to the appropriate Senior Administrator, to allow satisfactory arrangements to be made for any classes involved.

12.10.1.2 The leave of absence shall not exceed ~~twelve (12) months~~ seventeen (17) consecutive weeks.

12.10.1.3 The University shall maintain its share of benefits during the leave of absence, up to a period of ~~six months~~ seventeen (17) weeks. In the event that the faculty member does not return to service at the University, he/she shall refund to the University an amount equivalent to the University contribution to the benefit schemes paid under this article.

12.10.1.4 On completion of leave, the faculty member shall resume her faculty position without disadvantage in seniority, salary, or benefits.

12.10.2 Parental Leave

~~Natural and adoptive parents will be entitled to parental leave. A written request, specifying the desired period of leave, should be submitted whenever possible at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Regional Campus Principal. The leave shall be subject to the following provisions:~~

~~12.10.2.1 Whenever possible, parental leave for instructional faculty (exclusive of adoption and maternity leave) shall not begin or end during a teaching semester.~~

~~12.10.2.2 Combined maternity/parental leave shall not exceed fifteen (15) months for natural mothers, and twelve (12) months for all others.~~


~~12.10.2.3 The University shall maintain its share of benefits during the leave of absence up to a period of six (6) months. Beyond the six month period all benefits, including the University's share, shall be the responsibility of the faculty member. The faculty member must make advance payment to the University, to ensure continuous coverage.~~

~~12.10.2.4 Upon completion of leave, the faculty member shall resume his/her faculty position without disadvantage in seniority, salary, or benefits.~~

~~12.10.2.5 Parental leave for a natural mother must begin when maternity leave expires, unless the University agrees otherwise. Parental leave for a natural father must commence within 52 weeks of the child's date of birth. Adoption leave must commence within 52 weeks of the date of adoption.~~

~~12.10.2.6 In the event that the faculty member does not return to the University, he/she shall refund the amount of the premiums paid on their behalf by the University during the leave of absence.~~

~~12.10.2.7 Where both parents are employees of the University the total entitlement shall not exceed the twelve (12) six (6) months of benefits entitlement and twelve (12) months of leave, fifteen (15) months in the case of natural mothers as indicated.~~

Agreed
via
Email
June 3rd,
2020

AMS



~~12.10.2.8 Maternity and Parental/Adoption leaves shall be treated as continuous employment for the purposes of seniority accrual and for movement up the salary increment scale for the duration of such leave.~~

12.10.32 PARENTAL LEAVE

Parental Leave of absences will be granted. A written request, specifying the desired period of leave, should be submitted whenever possible at least four (4) weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Regional Campus Principal. The leave shall be subject to the following provisions:

12.10.2.1 Whenever possible, parental leave for instructional faculty (exclusive of adoption and maternity leave) shall not begin or end during a teaching semester.

12.10.32.12 Entitlement

Upon written request, an employee shall be entitled to ~~parental leave~~ a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

12.10.32.23 Commencement of Leave

Leave taken under this provision shall commence:

~~12.10.32.23.1 for the birth mother~~ In the case of an employee who took maternity leave as per clause 12.10.1 above, up to sixty one (61) consecutive weeks of unpaid leave may be taken, which must begin, immediately after the end of the leave taken under the ~~pregnancy~~ maternity leave provisions unless the Employer and the employee agree otherwise.

~~12.10.32.23.2 for the birth father, after the child's birth and within fifty-two (52) weeks of the birth.~~ In the case of a parent (other than the employee who gave birth) or adoptive parent, up to sixty-two (62) consecutive weeks of unpaid leave may be taken which must commence within seventy-eight (78) weeks of the birth of the child or the date the child is placed with the parent.

~~12.10.3.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.~~

12.10.32.34 Benefits Continuation

12.10.32.34.1 The Employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the Employer's portion of premiums.

12.10.32.34.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

12.10.32.34.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

12.10.32.34.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.



12.10.32.34.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

12.10.32.34.6 Graduated Return to Work

Upon written request, an employee on parental leave under Article 20 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

12.10.32.45 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave

12.10.32.45.1

~~Effective December 1, 2005, w~~When on maternity or parental leave, an employee in receipt of Employment Insurance will receive a supplemental payment added to Employment Insurance benefits as follows:

~~(a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.~~

~~(b)~~ (a) For a maximum of fifteen (15) ~~additional~~ weeks of maternity leave the employee shall receive an amount equal to the difference between the Maternity Employment Insurance ~~b~~Benefits and ninety-five (95%) of her salary calculated on her average base salary.

~~(c)~~ (b) For up to a maximum of thirty-five (35) weeks of parental leave, the biological ~~mother,~~ adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard Parental Employment Insurance ~~b~~Benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

~~(d) For up to a maximum of (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his or her average base salary.~~

(c) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 12.10.2.5.1 (b) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.

(d) For the two weeks of the leave where no EI benefit is paid, the following SEB will be paid:

(i) For employees who are eligible to receive SEB as per clause 12.10.2.5.1 (a) and (b), or (a) and (c), they shall receive one hundred percent (100%) of their salary calculated on their average base salary.

(ii) For employees who are eligible to receive SEB as per clause 12.10.2.5.1 (b) or (c), they shall receive eighty-five percent (85%) of their salary calculated on their average base salary. Should there be no waiting period, then the employee will receive eighty-five percent (85%) of their salary calculated on their average base salary for the last week when no EI is paid.

(e) The average base salary for the purpose of Article 12.10.2.45.1 (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

12.10.32.45.2

An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

~~12.10.3.4.3~~

~~If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.~~

6. NEW LETTER OF AGREEMENT: TRIMESTER MODEL

New Letter of Agreement: Labour Management Sub-Committee on Trimester Models

The Parties recognize that some Faculties at VIU work outside of the traditional two-semester model. As such, the parties agree to form a Labour Management sub-committee to explore the possibility of creating a three-semester model for VIU. The sub-committee will be composed of five VIUFA delegates and five Administrative delegates.

The mandate of the Committee is to:

1. Create a written report on the findings and recommendations of the sub-committee
2. Identify impacted Collective Agreement language
3. Examine a range of representative models
4. Catalogue the challenges and benefits of specific models that may be suitable for VIU

The committee will create a terms of reference that will govern the scope of their work and provide quarterly updates and submit the final report to Labour Management by January 31, 2022.

Article 12.2.7 Vacation for Temporary Non-Instructional Appointments

Article Heading: ~~Vacation for Part-Time Appointees~~ Vacation for Temporary Non-instructional Appointments:

- a) Temporary appointments for ~~counsellors and librarians~~ Academic Experience positions shall include a vacation entitlement of 20 accrued days* or 8% vacation pay in the first year of employment, 30 accrued days* or 12% vacation pay in the second year of employment, and 40 accrued days* or 16% vacation pay in the third year of employment.
- b) Temporary appointments for ~~technicians~~ Instructional Support, Teaching Support and University Experience Positions shall include a vacation entitlement of 20 accrued vacation days* or 8% vacation pay.

*vacation amounts based on full-time work hours.

Vacation entitlement shall be:

- c) ~~i) Vacation pay shall be paid~~ Paid out on a biweekly basis for contracts of duration appointments of less than five months.
- ii) ~~for contracts of at least five months, the vacation entitlement shall be given as time off, and any unused vacation entitlement will be paid out at the end of the contract.~~
- d) After the fifth month of continuous temporary employment, upon the request of a temporary employee, vacation entitlement can be accrued and shall be used during the term of the temporary appointment. Any unused vacation entitlement will be paid out at the end of the temporary appointment.
- e) Non-instructional temporary faculty, in at least their third year of employment, shall be entitled to professional development time as outlined in Article 12.3.1.1. on a pro-rated basis.



7. ARTICLE 10.11.2.3 LIST OF INSTRUCTIONAL DEPARTMENTS

The following is ~~The~~ list of Instructional Departments that the University and the Association acknowledge ~~is maintained on the Human Resources website~~. Additions, ~~or deletions, or changes~~ to this list can only be made with the agreement of the Vice-President Academic (~~or designate~~) and the Chief Personnel Steward of the Association.

Arts and Humanities

Creative Writing and Journalism

English

First Nations Studies

Graphic Design

History

Interior Design

Modern Languages

Media Studies

Music

Theatre

Visual Art

Women's Studies

Education

Health and Human Services

Baccalaureate Nursing

Dental Hygiene

Human Services

Child and Youth Care

Community Support Worker

Early Childhood Education and Care

Social Work

Management

Accounting

Economics

Finance and Quantitative Methods

Hospitality

Management

Marketing

Recreation and Tourism Management

Sport Health and Physical Education

Science and Technology

Biology

Chemistry

Computing Science

Earth Sciences

Fisheries & Aquaculture

Forestry

Mathematics

Physics, Engineering and Astronomy

Resource Management Officer Technology

Social Sciences

Anthropology

Classics, Philosophy and Religious Studies

Criminology

Geography

Global Studies

3rd Year Liberal Studies Teaching Team

4th Year Liberal Studies Teaching Team

Political Science

Psychology

Sociology

8. EVALUATIONS

Article 7: Evaluations

7.1 PURPOSE OF EVALUATION

The overarching purpose of faculty evaluation is to maintain excellence of instruction, and of service, at the university. In order to achieve this purpose, several processes are available.

7.1.1 TERMINOLOGY

The following definitions are intended to provide clarity around the terms, and the relations between the processes, described here in Article 7.



“Formative evaluation”: evaluation undertaken with the aim of assessing a faculty member’s current practice and improving it as deemed appropriate.

“Summative evaluation”: an evaluation, the results of which contribute to a decision regarding continued employment.

“Self-directed evaluation”: an evaluation utilizing a tool or process chosen by the faculty member as part of his/her ongoing formative evaluation and the results of which go only to the faculty member, to be shared only at the discretion of the faculty member.

“Supervised evaluation”: an evaluation, whether formative or summative, the results of which go to the faculty member’s supervisor.

7.2 EVALUATION OF NEW REGULAR INSTRUCTIONAL FACULTY

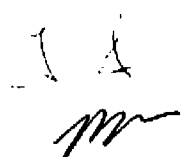
7.2.1 New faculty shall receive an initial two-year appointment and shall be on probation during this period. New regular faculty who have prior experience at VIU performing the duties of their regular appointment as limited term contract faculty can, at their request and at the beginning of their regular appointment, have that work counted as one year of the probationary period, if that work accumulates to 1.0 FTE. With the agreement of the Dean, this abbreviated probationary period can be extended to non-regular faculty upon appointment to a regular position. A Supervised Formative Evaluation will be completed by no later than the end of the first year or shortly after hire if the faculty member opts for the abbreviated probationary period. A Summative Evaluation will be completed by the end of the probation period.

7.2.2 The primary professional responsibilities of the Professor/Instructor are to prepare and to teach courses and programs within his or her area of competence, and to tutor, advise and evaluate students. As well, all faculty are required to fulfill the following core duties:

- a) maintain posted office hours and be available to meet with individual students at other mutually agreed upon times;
- b) provide additional assistance to students in areas such as study skills, academic advising, special events, as well as recruitment and admission of students;
- c) remain current in his or her field;
- d) demonstrate participation in professional development and/or scholarly activity;
- e) participate in departmental and institutional activities.

7.2.3 In their first and second years, a review of performance will assess overall performance based on suitability and will include student surveys as well as any of the following in order to assess performance:

- a) Classroom observation. The timing of the classroom observations shall be subjected to agreement between the faculty member and the Appropriate Senior Administrator.



b) Where applicable, interview with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than five (5) students. The faculty member may send an observer to the interviews.

c) Review of course materials.

d) Discussion with Department Chair.

7.2.4 If in the summative evaluation, the Appropriate Senior Administrator determines that a faculty member's overall performance is unsatisfactory, the Appropriate Senior Administrator may invoke the terms of Article 7.2.7 or may indicate that the faculty member will be required and assisted to address the areas identified in the evaluation as requiring improvement by a development program specifically designed for the member. This program, as well as the timetable for implementing it, will be determined through a meeting between the faculty member and the Appropriate Senior Administrator. The faculty member may elect to invite a VIUFA shop steward or a colleague chosen by the faculty member. In such cases, the Appropriate Senior Administrator will Chair the meeting. At this meeting the Appropriate Senior Administrator will determine the time of a follow-up evaluation to determine whether the faculty member has been successful in addressing the areas identified as requiring improvement.

7.2.5 The probationary period for a probationary faculty member may be extended for up to a maximum of one (1) year if deemed necessary by the employer for exceptional circumstances.

7.2.6 If at the end of the two-year probationary appointment or the extended probationary appointment the faculty member's performance is satisfactory, then the faculty member will be considered to have successfully passed probation. given an ongoing appointment.

7.2.7 If at the end of the two-year probationary appointment or extended probationary appointment the faculty member's performance is determined by the Appropriate Senior Administrator to be unsatisfactory, the appointment will be terminated.

7.2.8 Nothing in this provision prevents the early termination of a probationary appointment for reasons of professional unsuitability/incompetence.

NEW Article 7.3: Summative Evaluation of Non-Regular Faculty

7.3.1 Evaluation of non-regular instructional faculty

Overall performance of non-regular instructional faculty will normally be evaluated each semester, using some or all of the following methods:

- a) Student course surveys. Non-regular instructional faculty members can may request that student surveys not be used to assess overall performance for courses for which the faculty member has already received two or more satisfactory evaluations. Student surveys that have been waived for specific courses may resume upon the request of the faculty member or at the discretion of the Senior Administrator.
- b) Classroom observation. The timing of the classroom observations shall be subjected to agreement between the faculty member and the Appropriate Senior Administrator.



- c) Where applicable, interview with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than five (5) students. The faculty member may send an observer to the interviews.
- d) Review of course materials.
- e) Discussion with Department Chair.

Each semester an appropriate Senior Administrator shall provide the faculty member with a written summary of the evaluation that will include an assessment of overall performance as 'satisfactory' or 'unsatisfactory'.

~~7.3~~ 7.4 EVALUATION OF NEW REGULAR NON-INSTRUCTIONAL FACULTY

New faculty shall receive an initial two-year appointment and shall be on probation during this period. Evaluation shall be carried out using methods appropriate to the particular assignment. Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant Appropriate Senior Administrator's assessments based on relevant job related activities shall constitute the basis of the evaluation process. Whenever appropriate the provisions of Article 7.2 shall also apply to non-instructional faculty.

~~7.4~~ 7.5 FACULTY SELF-DIRECTED FORMATIVE EVALUATION

The parties support periodic formative self-directed evaluation of faculty as a means of ~~collective~~ collecting valuable feedback in order to continue to provide high quality instruction and service. The approaches to periodic faculty self-directed formative evaluation shall be governed by the following general principles, applicable to both instructional and non-instructional faculty;

~~7.4.1~~ 7.5.1 VIUFA faculty and university administration are committed to formative evaluation and promoting a culture of evaluation in a non-threatening environment.

~~7.4.2~~ 7.5.2 As this is self-directed formative evaluation, access to and control over information gathered in the evaluation process shall remain with the faculty member.

~~7.4.3~~ 7.5.3 The evaluation process will follow a minimum 3-5 year cycle.

~~7.4.4~~ 7.5.4 Faculty members will design their own evaluation process. To accommodate differences in work, program, and discipline, a "menu" of evaluation options, including an "other" category, should be available for each Faculty, department, or administrative unit.

~~7.4.5~~ 7.5.5 The periodic evaluation should not be onerous.

~~7.4.6~~ 7.5.6 The faculty member's conclusions based on information gathered from the evaluation may inform the faculty member in the design of his/her professional development plan for the following cycle.

~~7.4.7~~ 7.5.7 As this is self-directed formative evaluation, access to and control over conclusions drawn or reports to be made shall remain with the faculty member. No adverse inference can be drawn from the failure of the faculty member to report on the results of periodic evaluations.

7.5.8 Non-regular and Limited Term Contract instructional faculty members may voluntarily participate in self-directed formative evaluation.

7.6 FACULTY INITIATED EVALUATION

Nothing in this Article prevents any faculty member from initiating an evaluative process with their Senior Administrator.

New Article 8: Supervised Evaluation in Relation to Professional Concerns of Instructional Faculty on Regular Appointments

(NEW) 8.1 SUPERVISED EVALUATION OF INSTRUCTIONAL FACULTY ON REGULAR APPOINTMENTS

~~7.5.1~~ The Appropriate Senior Administrator may initiate and carry out evaluation procedures for a faculty member about whom a professional concern has arisen.

~~7.5.2~~ 8.1.1 The following procedures will apply to a faculty member for whom an evaluation procedure is initiated pursuant to Article ~~7.5.1~~ 8.1 above:

- a) The faculty member will be advised by the Appropriate Senior Administrator that a professional concern(s) has (have) arisen and that an evaluation procedure will be initiated. The faculty member will be given a summary description of the nature of the professional concern(s) that has (have) given rise to the evaluation procedures pursuant to Article ~~7.5.1~~ 8.1
- b) The Appropriate Senior Administrator will identify suggestions and/or resources which the faculty member may access or utilize in an effort to address the professional concern(s) giving rise to the invoking of the evaluation procedures pursuant to Article ~~7.5.1~~ 8.1.
- c) The Appropriate Senior Administrator shall, at the end of the semester in which the notice was given pursuant to Article ~~7.5.2 a)~~ 8.1.1 a) above, consider whether or not the faculty member has sufficiently addressed the professional concern(s). If the Appropriate Senior Administrator determines that there is no longer any professional concern(s) a Supervised Formative Evaluation pursuant to Article ~~7.5.3~~ 8.1.2 will not be required.

~~7.5.3~~ 8.1.2 Supervised Formative Evaluation

- a) Commencing in the semester next following the semester in which notice was given to initiate evaluation procedures under Article ~~7.5.1~~ 8.1 a Supervised Formative Evaluation will be conducted by the appropriate Senior Administrator. The intent of this evaluation is to be formative and will identify areas requiring improvement. This evaluation will be concluded after two semesters of teaching following the semester in which the evaluation procedures were initiated in Article ~~7.5.2~~ 8.1.1.
- b) The supervised evaluation pursuant to Article ~~7.5.3~~ 8.1.2 will be based on the professional responsibilities outlined in Article 7.2.2 and assessed in accordance with Article 7.2.3. By agreement between the faculty member and the Appropriate Senior Administrator, the above may be supplemented by compendia of activities compiled by the faculty member and the Appropriate Senior Administrator.
- c) The Supervised Formative Evaluation will conclude with a meeting with the faculty member in which the faculty member will provide to the Appropriate Senior Administrator a proposed

performance improvement plan addressing the areas requiring improvement. The faculty member may elect to invite an Association Shop Steward or a colleague chosen by the faculty member. This proposed plan shall be reviewed and every effort shall be made by those in attendance to provide input to the Appropriate Senior Administrator in the development of a performance improvement plan specifically designed for the faculty member, which shall be mutually acceptable to the Appropriate Senior Administrator and the faculty member. The faculty member shall not unreasonably refuse such agreement.

7.5.4-8.1.3 Summative Evaluation

~~7.5.4-1-8.1.3.1~~ A Summative Evaluation shall be commenced in the first semester in which he or she is teaching following the conclusion of the evaluation referred to in Article ~~7.5.3-8.1.2~~ above. This evaluation shall be concluded in the second semester following the semester in which the evaluation pursuant to Article ~~7.5.3-8.1.2~~ was concluded.

~~7.5.4-2-8.1.3.2~~ The basis of the Summative Evaluation shall be the same as outlined in Article ~~7.5.3-8.1.2~~ (b) above.

~~7.5.4-3-8.1.3.3~~ a) If the Summative Evaluation results in a satisfactory assessment the faculty member will continue with his or her ongoing appointment.

b) If the Summative Evaluation results in an unsatisfactory assessment the faculty member's appointment shall be terminated.

~~7.6~~ 8.2 SUPERVISED EVALUATION OF NON-INSTRUCTIONAL FACULTY ON REGULAR APPOINTMENTS

The appropriate senior administrator may initiate and carry out evaluation procedures for a faculty member about whom a professional concern has arisen.

All of Article ~~7.3-7.2.3~~ shall also apply except for ~~7.3.3-7.2.3~~ (b). Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant supervisor's assessments based on relevant job related activities shall constitute the basis of the evaluation process.

~~7.7~~ 8.3 SUPERVISED EVALUATION OF NON-REGULAR FACULTY MEMBERS

A non-regular faculty member may be evaluated at the appropriate senior administrator's discretion ~~or upon the request of the Program Coordinator or Department Chair where a professional concern has arisen.~~ Evaluation shall be carried out using methods appropriate to the particular ~~assignment (see Articles 7.2. and 7.3)~~ appointment.

New Article 3: Personnel Records, Discipline, Suspension and Discharge

~~8-3.~~ PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

~~8.1-3.1~~ PERSONNEL FILE

During normal working hours, and in the presence of a Human Resources Office staff member, every faculty member has the right of access to his/her personnel file.



~~8.2~~ 3.2 DISCIPLINE

~~8.2.1~~ 3.2.1 The employment of a faculty member shall not be terminated except for just cause.

~~8.2.2~~ 3.2.2 The President or his designate shall state in writing the facts believed to constitute just cause for the disciplinary dismissal of a faculty member. When this statement is prepared, a copy shall be given to the faculty member and the Association Steward and the faculty member shall be advised of his/her right to seek the assistance of the Association

~~8.2.3~~ 3.2.3 Other Disciplinary Action

~~8.2.3.1~~ 3.2.3.1 Other disciplinary action includes written censures and letters of reprimand. A faculty member shall be sent a copy of any such document (at the time of filing) placed on the faculty member's personnel file. The faculty member is to provide immediate written acknowledgment of receipt of the copy.

~~8.2.3.2~~ 3.2.3.2 In response to any such documents placed in a faculty member's personnel file, a faculty member shall be entitled to prepare a statement and include it in said file.

~~8.2.3.3~~ 3.2.3.3 Upon the faculty member's request, any such document shall be removed from the faculty member's personnel file after the expiration of three years or at the end of his/her current contract whichever is longer provided there has not been a further infraction.

~~8.3~~ 3.3 FORMAL MEETINGS & DISCIPLINARY ACTION

~~8.3.1~~ 3.3.1 Where the employer arranges a formal meeting with a faculty member which it expects will result in discipline, the faculty member will have the right to have a union representative present in such a meeting.

~~8.3.2.1~~ 3.3.2.1 Any alleged non-compliance with Article 8.3.1 shall not render void any disciplinary action but will result in a reconvening of the meeting with union representation. If a reconvened meeting becomes necessary only the information from the reconvened meeting shall be considered by the employer.

New LOA: Annual Workload Report

New LOA: Annual Workload Report Form

not highlighted
MC
The parties agree that it is beneficial to document work performed by instructional and non-instructional faculty. To accurately record activities related to teaching, institutional or community service, scholarly activity, and professional development, the appropriate ~~Supervisor~~ Administrator will circulate an annual Workload Report Form to be completed and returned by faculty members by at the end of the Instructional PD period (June 15). Completed forms will be retained by the Provost Office. The Workload Report Form will be developed through consultation at Labour Management. Workload Report Forms will not be used for evaluation and will not be shared outside of the Provost's Office without consent from the faculty member.

Language to correct from changes to Articles 7, 8, 3 and New LOA:

- 9.2.2.3 Subject to paragraph 9.2.2.1 and 9.2.2.2 above, additional available temporary work in the same department will be offered, on the basis of seniority, to qualified temporary faculty who have received satisfactory teaching evaluations pursuant to Article ~~7.6~~ 7.7, provided that, notwithstanding articles 9.4.3 and 9.4.4, the additional work will not result in the temporary faculty becoming eligible for regularization pursuant to Article 9.4.1. If there are two or more temporary faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5. For the purposes of this article, externally hired instructors holding limited term contract will only accrue non-regular seniority after the completion of their first limited term contracts.
- 6.6.1.2 This section does not include the elimination of regular faculty members through suspension, leave of absence, exchanges, resignations or those circumstances covered under Articles 7 and ~~8~~ 3.
- 6.6.5.3 The University shall not prepare budgets in such a way that any faculty position or alternative position is financially unsupportable for the purpose of bypassing the steps outlined in Article ~~8.2.1~~ 3.2.1.

9. ARTICLE 14: PROTECTION OF EMPLOYEES

14. PROTECTION OF EMPLOYEES

14.31 DISCRIMINATION AND HARASSMENT

The University and the Association recognize the right of employees to work in, and students to study in, an atmosphere free from discrimination and harassment. All employees and students have the right to employment and equal treatment without discrimination or harassment because of the ~~race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person~~ or membership or activity in the Faculty Association.

14.42 HARASSMENT

14.42.1 Statement of Commitment

The University promotes teaching, scholarship and research and the free and critical discussion of ideas.



Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The University has a responsibility under the BC's Human Rights Code and the Workers' Compensation Act to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment and bullying occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policies. The union and employer agree that attendance is required and will take place during compensated work time.

14.-42.2 Definitions

14.-42.3 ~~Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210].~~

~~Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:~~

- ~~a) is abusive or demeaning;~~
- ~~b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;~~
- ~~c) creates a poisoned environment.~~

~~As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.~~

Personal Harassment is defined in the VIU Personal Harassment Policy as:

- a) Behaviour that generally involves a course of conduct directed towards a specific person or persons which serves no legitimate educational or work related purpose; and,
- b) is known, or ought reasonably to be known, to have the effect of creating an intimidating, humiliating, offensive or hostile educational or work environment.

A single incident, when sufficiently serious, may be considered personal harassment.

The performance of assigned job responsibilities, including evaluation or supervision, exercised in a fair and reasonable manner shall not constitute personal harassment.

14.42.4 ~~Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and~~

- ~~a) which interferes with another person's participation in an institution related activity; or~~
- ~~b) leads to or implies employment, or academically related consequences for the person harassed; or~~
- ~~c) which creates a poisoned environment.~~

Sexual harassment is defined in the VIU Sexual Misconduct Policy as vexatious comments and/or conduct that is sexual in nature, offensive, intimidating, or humiliating, and is known or ought to be known to be unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance.

14.42.5 Procedures

14.42.5.1 ~~VIU Local~~ Informal Processes

Where the parties agree that the local parties where are mutually agreeable, they may first attempt to use VIU local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 14.42.5.3 Mediation and 14.4.5.4 Investigation.

14.42.5.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to their his/her terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 14.42 investigation involving an allegation of harassment.

14.42.5.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, the local parties ~~will~~ may initiate a mediation procedure at the bargaining unit level. ~~The mediation process is the recommended avenue of resolution.~~

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- b) the mediation process and resolution will be kept strictly confidential by all participants;
- c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- d) there will be no record kept of the mediation except the written agreed resolution. ~~will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.~~



14.42.5.4 Investigation

Complaints by VUIFA employees that do not proceed through a local policy, should be filed in writing with the Director, Diversity, Equity and Human Rights, normally within twenty (20) working days of the most recent incident of personal harassment or of failure to resolve the issue through the informal resolution process. The Director, Diversity, Equity and Human Rights or Administrator will provide the respondent with a copy of the written complaint.

~~Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint~~ If the complaint is not resolved at the mediation stage, then it will be referred to an agreed upon investigator. selected from a list of investigators and agreed upon to by the local parties.

An investigator will be appointed within ten (10) working days of referral.

~~Where the local parties are unable to agree on a list of investigators, JADRC will determine a list.~~

~~The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute.~~ The referral will, where possible, include a copy of the complaint and any written response. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from recommending mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 14.42.5.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

14.42.5.5 Terms of Reference of the Investigator

a) The primary purpose of the investigator will be to make findings of facts. ~~ascertain facts.~~

b) All persons quoted in the investigation will be named by initials.

c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.

~~d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.~~

~~e) Reliance on Report of Third Party Investigator~~



~~Despite Article 14.4.5.5 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.~~

~~The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.~~

~~f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.~~

~~g)d) The investigator will conclude her/his their work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.~~

~~h) e) The investigator may should, as part of her/his their report, make findings in relation to possible breaches of VIU policies. ~~make recommendations for resolution of the complaint.~~~~

~~i)f) The investigator's report will not be placed on an employee's file.~~

14.42.6 Findings

14.42.6.1 The employer will make a written determination based upon the findings facts of the investigation and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

14.4.6.2 The determination will:

- ~~a) state the action(s), if any, to be taken or required by the employer.~~
- ~~b) include, where appropriate, a statement of exoneration.~~

14.42.7 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, section 25 of the Human Rights Code will apply. ~~it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this Article have been completed.~~

~~Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.~~

14.42.8 The above noted procedure does not restrict:

- a) The employer's right to take disciplinary action;
- b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

~~14.4.9 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.~~

1-1


~~14.4.10~~ 14.42.9 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline. Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

~~14.4.11~~ 14.42.10 ~~Local~~ Joint Discussion

The ~~local~~ parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article ~~14.4.12~~ 14.42.11 below. ~~The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.~~

~~14.4.12~~ 14.42.11 Relation to Other Agreements Where a complaint under Article ~~14.42~~ involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

10. ARTICLE 10.7: EXPERIENTIAL LEARNING AND CO-OPERATIVE EDUCATION ARTICLES/LOA

10.7 INSTRUCTIONAL FACULTY INVOLVED ~~EMPLOYED~~ IN CO-OPERATIVE EDUCATION

10.7.1 The University recognizes that the nature of instruction in Co-operative Education programs differs from the normal delivery of academic programs.

10.7.2 ~~Departments and programs which contain co-operative education components shall collaborate with the University's co-operative education office to ensure uniformity of standards.~~ The University supports ~~shall ensure that~~ a high level of consultation and cooperation ~~be maintained~~ during development and implementation of these Cooperative Education programs between the departments and the Centre for Experiential Learning Co-op Education office.

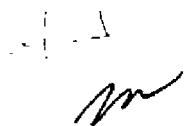
10.7.3 While faculty members in Co-operative Education programs may be required to teach or supervise co-op positions three semesters a year, under no circumstances shall a Professor/Instructor be required to accept an instructional assignment (workload) which otherwise differs from the provisions stipulated elsewhere in this Collective Agreement.

10.7.4 Faculty members shall not be ~~required to teach or supervise~~ assigned co-op positions in more than six semesters in any three-year period commencing on September 1 of the first year of this period.

10.7.5 No faculty member shall be denied a two-month summer vacation period, if requested, after ~~being obligated~~ voluntarily working the ~~to work~~ a previous summer.

~~10.7.6 For faculty members who are required to teach or supervise co-op positions in three consecutive semesters, vacation and professional development time shall accrue. This vacation and professional time shall be granted within the twelve-month period following the conclusion of the third semester.~~

....



10.7.8 Co-op placement monitoring consists of developing, maintaining, and nurturing work-term placements for students, and assisting students in obtaining these placements (writing resumes, job interview skills, setting up interview schedules, etc.).

ARTICLE 10.8 (NEW) FACULTY IN THE CENTRE FOR EXPERIENTIAL LEARNING

10.8.1 Faculty in the Centre for Experiential Learning (CEL) specialize in work-integrated learning education. Faculty in CEL facilitate planned, practical, educationally purposeful experiences in professional and community-based settings, which align with students' academic and career goals.

10.8.2 CEL positions are currently classified as 'hybrid positions' in that the responsibilities and the workload of the position combine aspects of more than one category of position as outlined in Article 4.2

10.8.3 Salaries for faculty in CEL will be determined based on Article 11.4.2.3.

10.8.4 The workload allocations in CEL shall be reviewed annually by the appropriate senior administrator in consultation with the department to ensure a fair distribution.

10.8.5 All regular full time faculty in the Centre for Experiential Learning shall receive a vacation allotment consistent with 50/50 split between Articles 12.2.1 and 12.2.6, regardless of their actual workload. Variations in workload from academic year to year will not impact the 50/50 split.

10.8.5.1 Vacation allotment for Regular Part-time faculty and temporary faculty in CEL will be prorated based on their initial workload for the current academic year.

10.8.6 All regular full time faculty in the Center for Experiential Learning shall be entitled to fifteen (15) days of professional development time consistent with 50/50 split, regardless of their actual workload. Variations in workload from academic year to year will not impact the 50/50 split in professional development time.

(NEW) Article 11.4.2.3:

11.4.2.3 Notwithstanding the foregoing, all regular full time faculty in the Centre for Experiential Learning shall be paid on the F2 scale for at least 50% of their total workload.

(DELETED) LOA 14: Experiential Education Faculty In Student Affairs

LETTER OF AGREEMENT #14: EXPERIENTIAL EDUCATION FACULTY IN STUDENT AFFAIRS

~~This Letter is written in consideration of the fact that Experiential Education is in redevelopment and revitalization at VIU; and that the faculty members involved in delivering the services in Student Affairs who are currently designated as Cooperative Education faculty, MBA Internship Coordinators and Career Centre faculty will be affected by the change. The transition to Experiential Education will change the nature of the work assigned to these faculty members.~~



~~The parties will meet on or before June 15 of each year to monitor the shift of work, resulting in more work paid at the F2 salary scale.~~

~~Assuming the University approves funding to redevelop and revitalize Experiential Education, a minimum 25% of total workload will be compensated on the F2 salary Scale by August 1, 2016. The parties agree that a minimum of 50% of total workload will be compensated on the F2 Salary Scale by August 1, 2017.~~

11. MEDICAL SERVICES PLAN OF BC

Article 13.3 Benefit Provisions

~~a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions. Premiums are 100% employer paid.~~

[Only (a) removed]

New LOA: Medical Services Plan of BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement."

12. NEW LOA: IT DEPARTMENT POSITIONAL-BASED PAY PILOT PROJECT

The parties recognize the unique nature of IT work within the VIUFA bargaining unit may benefit from the creation of a specialized compensation model. The compensation rates include Labour Market Adjustment as reflected in the 2018 IT Mid Contract Modification, dated March 20, 2018:

The Parties agree to the following:

1. The current F1 Scale, incorporating the Labour Market Adjustments where applicable, will be the basis of a six level pay scale (Pay Bands A-F, set out below). All current and identified IT positions will be placed at each appropriate Pay Band.
2. Each Pay Band will have four progressive steps. Each step is a percentage of the current job rate (see below Pay Bands A-F):
 - a. Step 1 will normally be used for new hires who meet the posted qualifications of the position.



- b. A full time IT faculty member can normally expect an annual step increment on the basis of experience, as per Article 11.8.
 - c. Temporary employees with initial appointments of less than five months will be paid at 75% of the job rate. Temporary employees who are extended beyond five months will receive Step 1. Such employees are not subject to postings and can be filled at the discretion of management, as required. Upon request, VIUFA will receive a report on the number, duration, placements and reasons relating to these positions.
 - d. Temporary employees with appointments of more than five months will be paid at Step 1.
3. Temporary employees with initial appointments of less than five months are intended for short-term use in covering vacancies or unanticipated leave backfill.
4. Regular part-time IT faculty will advance through the steps proportional to their appointment.
5. Step increments will be effective on the first day of the pay period following the date in which the IT faculty member accrued 1.000 FTE in the position they currently hold.
6. Credentials earned after the hire date will not be considered a reason for a step increment.
7. Current IT faculty members will be placed on the appropriate step based on the number of full time years in the position. If the new step of their position is less than their current salary, they will be placed at the next highest step. If their current rate exceeds Step 4 in their Pay Band they will maintain their current job rate and not be eligible for general wage increases. Their increment date will remain the anniversary date when they started in the position.
8. When an IT faculty member is promoted to another position within IT, either permanently or temporarily, the faculty member will be placed at the next step on the new position's pay scale that is closest to their own without a reduction in pay.
9. When an existing faculty member is assigned to or posts into a lateral position within their current group, the faculty member's step or increment date will not change.
10. New positions created in IT will be placed on the appropriate Pay Band after consultation with VIUFA.
11. All general wage increases will apply to only the job rate (Step 4 of the Pay Band). Steps 1 to 3 and the temporary rate will be recalculated from the increased job rate. Bargained salary increases will not change the faculty member's increment date.
12. Any layoffs in the IT department will occur at the departmental level, as per the Collective Agreement.
13. This pilot will be effective from the date of ratification of the 2019-2022 VIUFA-VIU collective agreement.



Pay Band

VIUFA IT Group F	+ LMA (\$20,000)
Step 1 (85%)	\$ 78,775.45
Step 2 (90%)	\$ 83,409.30
Step 3 (95%)	\$ 88,043.15
Step 4 (current step F1-11)	\$ 92,677.00

Senior DBA

Pay Band

VIUFA IT Group E	+ LMA (\$14,000)
Step 1 (85%)	\$ 73,675.45
Step 2 (90%)	\$ 78,009.30
Step 3 (95%)	\$ 82,343.15
Step 4 (current step F1-11)	\$ 86,677.00

Senior Web Analyst

Senior Programmer Analyst

Senior Network/System

Analyst

Pay Band

VIUFA IT Group D	+ LMA (\$7,500)
Step 1 (85%)	\$ 68,150.45
Step 2 (90%)	\$ 72,159.30
Step 3 (95%)	\$ 76,168.15
Step 4 (current step F1-11)	\$ 80,177.00

Programmer Analyst II

System /Network Analyst

Web Developer

Pay Band

VIUFA IT Group C	+ LMA (\$7,000)
Step 1 (85%)	\$ 67,725.45
Step 2 (90%)	\$ 71,709.30
Step 3 (95%)	\$ 75,693.15
Step 4 (current step F1-11)	\$ 79,677.00

DBA

Pay Band	
VIUFA IT Group B	
Step 1 (85%)	\$ 61,775.45
Step 2 (90%)	\$ 65,409.30
Step 3 (95%)	\$ 69,043.15
Step 4 (current step F1-11)	\$ 72,677.00

Technicians

Pay Band	
VIUFA IT Group A	
Step 1 (85%)	\$ 52,284.35
Step 2 (90%)	\$ 55,359.90
Step 3 (95%)	\$ 58,435.45
Step 4 (8)	\$ 61,511.00

Programmer Analyst I

13. NEW ARTICLE 10.9: ACCESS SERVICES AND COUNSELLING

10.9 Access Services and Counselling

1. The University recognizes that the services provided by Counselling and Access Services have a wide impact on the University community.
2. Given the fluidity and complexity of activity in Counselling and Access Services, workload will be the subject of ongoing consultation between faculty and administration.
3. The University recognizes the importance of maintaining staffing to ensure consistency and continuity of service levels. Where possible, leaves will be replaced in a timely manner.

[NOTE – Not to include in CA language: VIU agrees that the new job title for those VIUFA members currently working in Disability Access Services, formally called Advisors, should be "Access Specialist"]

14. MULTI-CAMPUS TRAVEL AND HOME CAMPUS DESIGNATION

10.5 MULTI-CAMPUS TRAVEL

Professors/Instructors may be required to teach a course or courses in one or more of the communities in the University region.

Professors/Instructors required to teach at least one day per week at Powell River, and whose home campus is not Powell River, Nanaimo, Cowichan or Parksville shall receive a stipend of \$1,500 for each semester in which they teach at Powell River.

~~Effective August 1, 1989, a~~ A Professor/Instructor whose home campus is Nanaimo, and is assigned to teach two consecutive semesters and commutes not less than two days per week to the Cowichan Campus, shall receive a stipend of \$500 on the commencement of the second semester.

This stipend shall apply in reverse where the home campus is Cowichan.

The Employer shall consider applying such a stipend when a Professor/Instructor is required to teach away from their home campus at a location that is not an above mentioned VIU campus.

6.5.3 HOME CAMPUS

Within this agreement home campus shall refer to the campus at which a regular or limited term contract faculty member was originally appointed to undertake the majority of their his/her designated duties. The designation of home campus may be changed with consultation with the member. ~~The faculty member may have his/her home campus changed only on the consent of that faculty member and agreement of the appropriate Senior Administrator.~~ The Chief Personnel Steward of the Association shall be informed of any transfer of home campus prior to that transfer. Compensation for transfer of home campus shall be as stated in Article 6.5.4.

15. 14.14 ACADEMIC FREEDOM

14.14 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member. Faculty members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom to produce and perform creative works, freedom of teaching and of discussion, freedom to criticize the University and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a fair manner consistent with the scholarly obligation to base research, criticism, and teaching on an honest search for knowledge.

16. LOA 11: COLLECTION OF INFORMATION ON SCHOLARLY ACTIVITY

LOA: Collection of Information on Scholarly Activity

~~This Letter is written in consideration of the fact that the Vancouver Island University is by an Act of the BC Legislature a special purpose teaching university with no workload provision to its faculty members~~



~~for research; that faculty members may be engaged in research and scholarly activity that is in excess of what may be required as part of their workload at VIU; and that such activity may nonetheless be relevant to accreditation processes for their department or program. In consideration of the above, The parties agree that disclosure of a faculty member's research and scholarly activity may be requested from the faculty member by the Employer for the purposes of accreditation, program approval, program promotion, or for statistical purposes. The purpose(s) of the disclosure will be stated in the request, and the information obtained thereby will be used only for the purpose(s) for which it was obtained. Specifically, such information cannot be used as a basis for professional concern. This Letter of Agreement does not impose limitations on a Dean's ability to evaluate a faculty member for failing to remain current in their field.~~

17. GRADUATE AND UNDERGRADUATE PROJECTS

10.2.1.2.4 Supervision of Student Research Projects Student Research Project

With the permission of the Dean and the Department, a faculty member may supervise a student research project. A faculty member who supervises a student research project, including graduate student research projects, shall be credited with 1/64th of an annual workload for a three-credit course, or 1/32nd of an annual workload for a six-credit course, for each student research project.

Faculty receiving stipend instead of workload will receive a payment equivalent to the above workload credit per graduate student research project.

A faculty member who is the primary supervisor of an undergraduate honours theses project, excluding classroom delivery, shall receive a \$500 stipend.

18. NON-INSTRUCTIONAL REGULARIZATION

9.4.1.1 Eligibility Requirements

9.4.1.1.3 Temporary Non-instructional Faculty

A temporary non-instructional faculty member shall be entitled to be converted to regular status when the temporary faculty member has worked an average non-instructional workload of at least fifty percent (50%) in each year in the immediately preceding two (2) year period, provided:

- a) There is a reasonable expectation of ongoing employment for which the faculty member is deemed qualified at a workload of not less than fifty percent (50%) of a full-time workload.
- b) The evaluations of the faculty member during the two (2) years preceding regularization have been deemed satisfactory.
- c) This provision applies to temporary non-instructional faculty hired after April 1, 2020.
- d) If non-instructional workload becomes unencumbered within 60 calendar days of the end of the two (2) year eligibility period, the University will have up to 60 calendar days from the date that work becomes unencumbered to make a determination on the conversion of the faculty member



- to regular status or to post a vacancy. The University will so notify VIUFA.
- e) The regularization shall be effective upon the date that the faculty member has satisfied the two year eligibility period.

19. 12.3.3 WAIVER OF TUITION FEES FOR UNIVERSITY EMPLOYEES

12.3.3(b) Waiver of Tuition Fees for University Employees

- b) Eligible* employees will be allowed to enroll in one non-credit or part-time Professional Development and Training course per term, at no cost, subject to procedures developed by VIU, which will be set from time to time by Professional Development and Training.

*Eligible employee means a faculty member who is employed for a minimum of three months and only during the period of employment.

20. CATEGORIES OF EMPLOYEES PACKAGE

4. CLASSIFICATIONS OF EMPLOYEES AND CATEGORIES OF POSITIONS

4.1 CLASSIFICATION OF EMPLOYEES

~~For the purpose of identification within this agreement only, the terms "Regular Faculty Member", "Temporary Faculty Member" and "Limited Term Contract Instructors" are defined in Articles 4.1.1, 4.1.2, and 4.1.4, and the primary areas of responsibility of the "Professor", "Instructor" and "Non-instructional Faculty Member" are set out in Articles 4.2.1 and 4.2.2.~~

4.1.1 Regular Faculty Member

- ~~4.1.1.1 The term "regular" shall refer to a faculty member with an renewable contractual ongoing appointment of one year or more. Regular full-time faculty are those with original appointments or subsequent appointments with mutual agreement of the University and the faculty member specifying a full-time workload. Regular part-time faculty are those with original appointments or subsequent appointments with mutual agreement of the University and the faculty member specifying less than a full-time workload.~~

- ~~4.1.1.1~~ 4.1.1.2 References to regular faculty in this collective agreement include regular full-time and regular part-time faculty unless either is specifically excepted identified.

- ~~4.1.1.2~~ 4.1.3 The position title for regular instructional faculty shall be "Professor." Non-regular instructional faculty shall be referred to as "Instructor."

4.1.2 Temporary and Non-Regular Faculty Members

~~A Temporary and non-regular faculty members with have an appointment that is not ongoing and includes an end date of one year or less where the work does not form a limited term contract.~~



4.1.2.1 Non-Regular Instructional faculty members have position titles of either Limited Term Contract Instructors or Temporary Instructors.

a) ~~4.1.4~~ The term "Limited Term Contract Instructor" shall refer to a faculty member with an appointment to an instructional position for a period of time of one (1) semester or greater and equal to or less than three (3) consecutive years in duration that replaces a regular faculty member.

b) The term "Temporary Instructor" shall refer to a faculty member with a term appointment(s) to an instructional position.

4.1.2.2 ~~4.1.4.1~~ Unless otherwise stated, conditions that are applicable to "Instructors" or "non-regular faculty members" will apply to "Limited Term Contract" and "temporary" Instructors.

4.1.3 Full-Time Faculty Member

Full-Time Faculty members, either regular or non-regular, are those whose appointment(s) specifies a full-time workload or 1.0 FTE per academic year.

4.1.4 Part-Time Faculty Member

Part-time faculty members, either regular or non-regular, are those with an appointment(s) that specifies a workload less than 1.0 FTE per academic year.

4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES CATEGORIES OF VIUFA POSITIONS

[NOTE: Deletion of all existing 4.2 language. Replacing with language below]

4.2.1 Instructional Positions

~~4.2.1.1~~ 4.2.1 The primary responsibilities of the Professor/Instructor instructional faculty are to prepare and to teach courses and programs within their his/her area of competence, and to tutor, advise and evaluate students. Responsibilities of Professors and LTC Instructors include service and scholarly activity.

4.2.1.2 Salaries for Regular Instructional positions and LTC Instructors are determined by Articles 11.4.1 and Appendix C. Temporary Instructional positions are paid based on Article 11.1.4.2.

4.2.2 Non-Instructional Positions

Non-Instructional Faculty are those faculty members whose primary responsibility lies specifically in an area other than direct instruction. ~~Included in this group are the Librarians, Counsellors, Advisors and Technicians.~~ Non-instructional positions are either classified as Instructional Support Positions (Article 4.2.2.1), Academic Experience Positions (Article 4.2.2.2), Technology Support Positions (Article 4.2.2.3) or University Experience Support Positions (Article 4.2.2.4).

Human Resources will maintain a list of positions within each category.

4.2.2.1 Instructional Support Positions



a) The primary responsibility of Instructional Support Positions is to assist instructional faculty in the delivery of instruction, as well as assist students in their learning experience at VIU. Instructional Support faculty do not have independent responsibility for instruction and evaluation.

b) Salaries for Instructional Support Positions will be determined based on Article 11.4.2 and Appendix D.

4.2.2.2 Academic Experience Positions

a) The primary responsibility of Academic Experience Positions is to directly support and advise students and the VIU community through their recognized education and specialized expertise.

b) Academic Experience Position salaries will be determined based on Article 11.4.1 and Appendix C.

4.2.2.3 Technology Support Positions

a) The primary responsibility of Technology Support Positions is to support the use of technology across the institution and in specific departments at VIU, through their specialized education, training, and expertise.

b) Salaries for Technology Support Position will be determined based on Articles 11.4.2.1, the IT LOA and Appendix D.

4.2.2.4 University Experience Positions

a) The primary responsibility of University Experience Positions is to support students in enrolment, graduation transition, co-curricular or extracurricular activities.

b) Salaries for University Experience Positions will be determined based on Articles 11.4.2.1 and Appendix D.

4.3 Position Titles

Titles can be changed with approval of the appropriate administrator in consultation with the Association.

Non-instructional positions are either classified as Instructional Support Positions (Article 4.2.2.1), Academic Experience Positions (Article 4.2.2.2), Technology Support Positions (Article 4.2.2.3) or University Experience Support Positions (Article 4.2.2.4).

New Article: 6.4.4

Where the Employer determines that an existing regular position will not be filled the Union will be notified.



Language to correct from changes to Articles 4:

- 2.1.3 When a new position is created and found to be appropriate for inclusion in the bargaining unit pursuant to Article 2.1.2, the University and Association will meet to discuss whether the position is a Faculty position which should be placed on the Faculty Salary Schedule in Appendix A1 or a Technician non-instructional position which should be placed on the appropriate non-instructional Technicians' Salary Schedule in either Appendix A1 or A2 dependent on the type of position. In the event the parties cannot agree as to whether the new position is a Faculty position appropriate for placement on the Faculty Salary Schedule in Appendix A1 or a Technician non-instructional position appropriate for placement on the non-instructional Technicians' Salary Schedule in Appendix A2, the University will place the position on the Salary Schedule it deems to be appropriate and the Association may grieve the matter under Article 5

~~10.1.3 Non-Instructional Faculty Members~~

- ~~10.1.3.1 The length of assignment for non-instructional faculty members shall normally be eleven months. However, for counsellors and advisors the length of assignment shall normally be ten months.~~

12.2 VACATIONS

- 12.2.1 The employer shall provide each regular instructional, ~~and~~ limited term contract faculty member, ~~counsellor, advisor, and librarian~~ and faculty members in non-instructional Academic Experience Positions who works a full annual workload with forty-four (44) days of paid vacation in each year, exclusive of statutory holidays and the days between Christmas and New Years.

It will normally be the responsibility of the faculty member to utilize their annual vacation entitlement in each academic year. The responsibility is shared when work has been approved and/or assigned by the relevant administrator, to be performed during the normal vacation period for the faculty member as per Article 12.2.3 and 12.2.5 in which case it is the shared obligation of the administrator and the faculty member to identify alternative vacation times.

12.2.2 Regular instructional faculty members, limited term contract instructors, ~~counsellors, advisors, and librarians~~ and faculty members in non-instructional Academic Experience Positions who work less than a full workload shall be entitled to paid vacation in each year on a pro-rated basis.

11.1 SALARIES

Provincial SALARY SCHEDULE F1 (~~Technicians~~)

- 11.4.1 Procedure for Salary Placement of Faculty in Instructional and Academic Experience Positions (~~Excluding Technicians~~)

- 11.4.1.5 The minimum initial placement for a faculty member on the salary schedule for Professors or for ~~Non-Instructional Faculty excluding technicians~~ Academic Experience Positions (Appendix A), shall be as follows:

11.4.1.7 Experience Credit

c) Counsellors and Advisors within the Academic Experience Positions category:

i) ...

d) Librarians within the Academic Experience Positions category:

e) ~~Technicians~~ Instructional Support Positions:

11.4.2 Procedure for Salary Placement of ~~Technicians~~ Instructional Support, Teaching Support and University Experience Positions

11.4.2.1 The minimum initial placement for a ~~technician~~ Faculty Member in an Instructional Support, Teaching Support and University Experience position on the salary schedule given in Appendix A shall be as follows

11.4.2.2 A Faculty member ~~technician~~ who, as part of his/her their workload, has responsibilities for instructing and evaluating students in a ~~laboratory~~ Teaching Support Position or other teaching situation shall be placed as both a Professor and a ~~Technician~~ Teaching Support Position (Articles 11.4.1 and 11.4.2) and shall be paid for the proportion of time devoted to each of the two activities as determined by the Program Group Workload Committee. Other conditions of employment shall be determined by this same ratio. The duration of the teaching assignment shall be set at the time that the ~~technician~~ Faculty member accepts the assignment.

12.2.6 ~~Technicians~~ Instructional Support, Technology Support and University Experience Positions:

~~Technicians~~ Faculty members in these positions are entitled to twenty-one (21) days annual vacation. The scheduling of this vacation shall be arranged by the ~~technician~~ faculty member in consultation with and subject to the approval of the Appropriate Senior Administrator. Full-time faculty members in these positions ~~technicians~~ who have provided five (5) years continuous service in that capacity to the University shall be entitled to an additional five (5) days vacation.

APPENDIX A2

1. All salary adjustments will occur on the first full pay period after this date. ~~Annual amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.~~ The value of each step of the ~~Technicians' F1~~ Salary Scale shall maintain its ratio to the value of each of the corresponding steps of the Faculty Salary Scale as set out in the Table below.



2. The intent of #1 is to ensure that the salaries of employees on the ~~Technicians'~~ above Salary Scale maintain their current value relative to the Faculty Salary Scale as set out in the Table below.
3. Should the parties agree in future bargaining to changes to the Faculty Salary Scale's structure or to the creation of new faculty salary scales or other faculty salary payments that are not part of a faculty salary scale, the ratios specified in #1 above shall not apply.
4. The ratio for each step as specified in #1 above is a fixed ratio.
5. Positions must only be placed on the appropriate salary scale. The Faculty Salary Scales shall continue to be separate scales. ~~Technicians shall not be placed on the Faculty Salary Scale, and the Technicians' Salary Scale and.~~ The provisions set out above for the maintenance of the current ratio between F1 Technicians' Salary Scale steps and the F2 Faculty Salary Scale steps is for determination of salary amounts only.

APPENDIX B: VIUFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY

Name: Professor/LTC Counsellor ~~Librarian~~ ~~Technician~~
Instructional Support Position
Academic Experience Position
Technology Support Position
University Experience Position

START (mo/yr) FINISH (mo/yr) % OF FULL TIME

Appendix C

APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY

VANCOUVER ISLAND UNIVERSITY

PROFESSOR: _____ COUNSELLOR/ADVISOR: _____ LIBRARIAN: _____

ACADEMIC EXPERIENCE POSITION: _____

LIMITED TERM CONTRACT: _____

...

NOTES

NOTES RE INITIAL SALARY PLACEMENT:

...

2. Experience directly related to primary assignment will include: teaching for those employed as Instructors, counselling when employed as a counsellor, all librarian assignments for those employed as

librarians, and all experience ~~as a technician in a position related to the position for which they were hired for those employed as technicians.~~

Appendix D: Initial Salary Placement form Non-Instructional F1 Salary Scale Positions ~~Technicians~~

NOTES RE INITIAL SALARY PLACEMENT:

...

2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience as related to the position for which they were hired. ~~a technician for those employed as technicians.~~

21. ARTICLE 10.3: OVERLOAD

~~10.3 OVERLOAD~~

~~10.3.1 Overloads shall only be carried on a voluntary basis. When a faculty member is offered overload the Dean will advise if a reduction of workload, as per 10.3.1.a.ii, may be taken in a subsequent year~~

~~a) A regular or limited term contract faculty member who works an overload in a given year shall receive no less than either:~~

- ~~i) the pro-rated salary for the overload based on the Salary Scale or the secondary scale on which the employee is placed, or,~~
- ~~ii) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.~~

10.3 OVERLOAD

10.3.1 Overloads shall only be carried on a voluntary basis.

a) A regular or limited term contract faculty member who works an overload in a given year shall receive no less than either:

- i) the pro-rated salary for the overload based on the Salary Scale or the secondary scale on which the employee is placed, or,
- ii) after consultation with their Dean, a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

22. ARTICLE 9.4: RIGHTS OF PART-TIME REGULAR FACULTY TO ADDITIONAL WORK

Article 9.4 Conversion of Faculty (Instructional and Non-Instructional) to Regular Status

Handwritten signature/initials

Nothing in Article 9.4 prohibits the Employer's right to regularize any position as it deems necessary.

When additional ongoing regular work becomes available, the Academic Administrator, in consultation with the department, shall consider increasing the ongoing workload of qualified regular faculty members in the department with less than a full-time appointment; and this will be done prior to any posting of this work.

Article 9.2.2.1

Work in a department will be assigned according to 10.4 to the regular faculty complement. Additional temporary available work in the same department will be offered, on the basis of seniority, first to qualified regular faculty on lay-off who have recall rights under Articles 6.11.1 and 6.11.4 and then to qualified regular faculty who have less than full workloads. If there are two or more regular faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5. Additional available encumbered work may then be aggregated into limiter term contracts, according to Article 4.1.

23. NEW LOA #___ | WORKLOAD EQUITY

Article 10.2.1.2.1 of the collective agreement states that workload for instructional faculty based on contact hours and varies from twenty-four (24) to thirty-two (32) contact hours depending on faculty. Higher contact hours may impact hiring and retention as well as faculty obligations, including scholarly activity, professional development and service within the university community.

In order to collaboratively discuss equitable contact hours, the parties agree to:

1. Create a Labour Management sub-committee on equity issues relating to instructional contact hours. The sub-committee shall include five (5) VIUFA representatives and five (5) VIU representatives, with priority representation from departments with thirty-two (32) contact-hour workloads. The mandate is to:
 - a) Survey findings and recommendations of earlier committees working in this area, such as the Labour Relations sub-committee on Workload (October 2017) and the Joint VIUFA-VIU Workload Committee (June 2014).
 - b) Consult with Faculties and Administrators on current contact-hour disparity and possible solutions.
 - c) Consider workload design in order to provide upper level release to regular faculty members with between thirty (30) and thirty-two (32) contact hours;
 - d) Develop a long-term plan to decrease contact hour disparity between Faculties.
 - e) Document the plan in a written report to be submitted to Labour Management by March 31, 2022. The committee will also provide quarterly updates.

The Committee will make recommendations to Labour Management and will be submitted to the parties' respective principals for review.



24. ARTICLE 13: HEALTH, INSURANCE AND PENSION BENEFITS

Information on the benefit entitlements identified in this Article is available on the Human Resources Website (Benefit Plans) at <http://www2.viu.ca/HumanResources/BENEFIT.asp>. Whenever a change to these benefits occurs, the Chief Personnel Steward will be notified in writing by the Human Resources Department.

While not to be included in the collective agreement, the employer agrees that the Extended Health Benefits Plan will be amended such that the following coverage changes will occur, effective July 1, 2020: ~~The following benefits improvements would be allocated:~~

- Increase the reimbursement level for paramedical services from \$10 per visit maximum for the first five (5) visits per calendar year to \$20 per visit maximum for the first five (5) visits per calendar year.
- Increase eye exam coverage to \$100 every 24 months from \$75 every 24 months
- Addition of oral contraceptives ,Intrauterine Devices (IUDs) and Diaphragms , as governed by the insurer

25. CLARIFYING USE OF LTCS

Article 9: Renewal of Appointment

9.1 Limited Term Contracts (LTC)

Where possible, subject to 9.2.2.1, limited term contracts will be offered in the following situations: ~~order to temporarily replace regular faculty who are on a leave of absence. Limited term contract offerings will not be withheld for reasons related to budget or a review of the pool of potential or actual candidates.~~

a) For the temporary replacement of encumbered work. Work is considered to be encumbered when the work is part of the assignment of a regular faculty member who is on leave from their regular position or is on reassignment ~~or has otherwise reduced their regular workload.~~

b) For carrying out unencumbered work, where VIU and VIUFA agree that such an offer is warranted.

Limited term contract faculty are expected to perform the full duties of a regular faculty member. Limited term contract postings ~~will~~ not be withheld for reasons related to budget or a review of the pool of potential or actual candidates.

9.1.1 The appropriate dean shall work with the affected department to identify, at least 3 months prior to the start date of such a contract, the ~~amount of~~ such work available, and to post the number and type of positions, the amount of work for each position, and the duration of the any limited term contracts.

9.1.2 An LTC posting may be waived if there are one or more qualified temporary faculty in the department who have expressed an interest.



9.1.3 The limited term contracts may be terminated before the expiry date of the stipulated term, upon the early return of the incumbent, to be effective at the end of the semester closest to that return date. The ~~LTC limited term contract~~ Instructor will be entitled to at least two months' notice, or pay in lieu of notice, of such early termination.

~~9.1.2 Where VIU and the Association agree that such an offer is warranted, limited term contracts may be offered when the work is unencumbered. Work is considered to be encumbered when the work is part of the assignment of a regular faculty member who is on a reassignment or leave from their regular position.~~

26. CLARIFYING APPLICATION OF SATISFACTORY EVALUATIONS FOR REGULARIZATION

9.4.1.1.1 (Temporary Faculty) **AND** 9.4.1.1 2 (LTCS)

*note that this Article has been reorganized as per housekeeping.

The proposed change applies to temporary faculty and LTC faculty only.

...

b) The evaluations, ~~if any~~, of the faculty member during the two consecutive academic years immediately preceding regularization have ~~all~~ been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been performed.



SCHEDULE B

The following are tentative agreements ("greens" or "T-Docs") between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following "T-Docs" form part of this schedule and Memorandum of Settlement.

Signed T-Doc proposals are included in this package.

T-Doc	Description	Date signed
1	Housekeeping: 9.4.1.1.1, New article in 9.4 after 9.4.2, 9.4.2.1, remove 15.2 (all except 15.2.9 amended), remove 14.15, 12.2.7, Title updates (5.1.2, 6.2.9, 6.4.1.5, 11.4.1.3, 11.5.2, 12.4.9, 12.15, 15.2.6(d), Appendix C and D, 10.2.2.1, 12.3.1, 12.3.2, 12.4.7, 12.4.9, 12.10.1, 12.10.2, 12.15.6), Counsellor spelling update (LOA 17), Subcommittee for CA formatting, 1.4 Definitions, 4.1.4, 5.1.2 (Step 2), 6.14.2(b), 9.2.2.1, 9.2.2.3, 10.4.1, remove 10.4.2 & 10.4.3, remove (11.9.1, 11.9.2, 11.9.4, 11.9.5), 12.3.1(c) 12.4, 12.3.1(a), 12.3.1(d), 12.4.10.4, 12.8.10, remove 11.1.4.2, remove 1.13.	July 30, 2019
2	5.1.2.2.2 (Grievance Procedures and Arbitration), 5.3.3 (Expedited Arbitrators), 5.3.4 (Process)	July 26, 2019
3	New LOA: Limited Term Contract Hiring	July 26, 2019
4	New LOA: Non-Regular Seniority	July 26, 2019
5	New LOA: Field School Sub-Committee	July 30, 2019
6	12.3.1(a) (Professional Development)	August 1, 2019
7	11.4.1.4 (Initial Placement on Salary Scale)	August 6, 2019
9	11.2.1 (Allowances for Administrative Duties)	October 24, 2019
10	12.3.2.1, 12.3.2.2, 12.3.2.3 (Professional Development)	October 24, 2019
11	9.2.4, 9.2.5, 9.2.6 (Appointments of Non-Regular Employees)	November 19, 2019
13	LOU 1: Unconventional Instruction Designated Under 10.2.1.2.1, Remove LOA 2 and LOA 15	November 28, 2019
14	New LOA: Indigenous Pedagogy	February 20, 2020
16	10.4.1 (Assignment of Workload), Remove 10.4.2 and 10.4.3, renumber 10.4.5 to 10.4.2	February 18, 2020
17	12.3.2 (Professional Development)	February 21, 2020
18	10.11.1.3 (New Article, Upper Level Release), Remove LOA 12	February 21, 2020

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE: Housekeeping – Compiled Proposals

The parties agree to the following housekeeping amendments to the 2014-2019 updated collective agreement:

T-Doc: 001

Proposal: hF1 and hE9

Article No: 9.4

Article Heading: Temporary Faculty

9.4.1.1.1 A temporary faculty member shall be entitled to be converted to regular status where the temporary faculty member has worked not less than two consecutive academic years immediately preceding regularization with an annual workload of fifty percent (50%) or greater with work in each of the fall and spring semesters in each of those two consecutive academic years, provided:

- a) There is a reasonable expectation of ongoing employment for which the temporary faculty member is deemed qualified pursuant to (c) below at a workload of not less than fifty percent (50%) of an annual full-time workload with work in each of the fall and spring semesters in the next academic year;
- b) The evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory; and
- c) A duly constituted selection committee (Article 6.4.1.6), in the applicable seniority group(s), deems the faculty member qualified for the work available.

(a, b, c represent existing language that was inadvertently removed from the previous collective agreement)

NEW ARTICLE in 9.4, after 9.4.2

Furthermore, the following language applies to 9.4.1.1.1 (Temporary Faculty), 9.4.1.1.2 (Limited Term Contract Faculty) and 9.4.2.1 (Regular Part Time):



The resulting regular workload cannot exceed a one-hundred percent (100%) workload.

The academic year is deemed to commence August 1 and include workload during the subsequent fall, spring and special session (intersession/summer) semesters.

For the purpose of determining eligibility for regularization, the following workload components will be excluded:

- i) Directed Studies;
- ii) Non-release section(s) of Prior Learning Assessment;
- iii) Overload;
- iv) Contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters;
- v) Courses taught outside the normal fall and spring semesters unless the course is required and designated to be taught in special session in the official program outline as approved by Senate;

Should an evaluation of a temporary faculty member be deemed unsatisfactory and if the temporary faculty member continues employment, a subsequent accrual period for determining eligibility for conversion to regular status shall commence from the start of the semester following the semester in which the unsatisfactory evaluation was conducted."

9.4.2.1

A regular part-time faculty member shall be entitled to have his/her regular workload....

....

c) A duly constituted selection committee (Article 6.4.1.5), in the applicable seniority group(s), deems the faculty member qualified for the work available.

*If the appointment is 81% or greater, any percentage less than 20% will result in an increased regular workload to a maximum of 100%, provided all the criteria in this section are met.

The resulting regular workload cannot exceed a one-hundred percent (100%) workload.

The academic year is deemed to commence August 1 and include workload during the subsequent fall, spring and special session (intersession/summer) semesters.

~~For the purpose of determining eligibility for regularization, the following workload components will be excluded:~~

- ~~i) Directed Studies;~~
- ~~ii) Non-release section(s) of Prior Learning Assessment;~~
- ~~iii) Overload;~~
- ~~iv) Contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters;~~



**VANCOUVER ISLAND
UNIVERSITY**

- v) ~~Courses taught outside the normal fall and spring semesters unless the course is required and designated to be taught in special session in the official program outline as approved by Senate;~~

Temporary work preceding the date of the initial regular appointment will not be recognized for the purpose of determining eligibility for regularization.

...

Proposal: hF4 & hE15

Article No: 15.2

Article Heading: Early Retirement Incentive

15.2 Early Retirement Incentive (Ended July 31, 2018)

Remove (except 15.2.9)

15.2.9 A faculty member who received ~~receiving~~ an ERI from VIU may not teach more than one course per term or two courses per academic year after retiring.

~~a) Subject to approval by the Appropriate Senior Administrator, faculty members who are offered early retirement incentives may choose to postpone their date of retirement for two (2) years by means of a one time reduction of their workload. The combined payout of the early retirement incentive and salary for part time work in each fiscal year shall not exceed the salary the faculty members would receive if they were working full time. Any unpaid balance will be paid out at the end of the two-year period. The full regular position shall be posted at the end of the two years, in accordance with Article 9.3.1.~~

~~b) The portion of the workload of a temporary faculty member who is replacing the work of a regular faculty member in accordance with a) above, shall not be eligible to be counted for regularization purposes.~~

Proposal: hF6 & hE14

Article No: 14.15

Article Heading: Retirement

14.15 RETIREMENT Notwithstanding any other provisions herein, a faculty member's regular appointment shall not extend beyond July 31 of the year subsequent to the faculty member reaching the age of 65 years



**VANCOUVER ISLAND
UNIVERSITY**

Proposal: hF3 & hE12

Article No: 12.2.7

Article Heading: Vacation for Part Time Appointees:

12.2.7 Vacation for Temporary Non-Instructional: ~~Part-Time Appointees~~:

Proposal: hE1

Article No: 1.13

Article Heading: Correspondence

Collective Agreement General Language

- Change all references from Director of Human Resources/Executive Director of Human Resources to Associate Vice President of Human Resources

5.1.2 Grievance Procedure – Steps

....

Step 1

The Chair of the Committee of Personnel Stewards shall provide the grievance in writing, including the proposed remedy, to the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources. The Chair of the Committee of Personnel Stewards shall meet with the applicable Dean, Director, or Administrative Supervisor and a designate of Human Resources who shall endeavour to settle the grievance. The Employer shall, within ten (10) working days of the meeting, respond in writing. Either party may elect to waive Step 1 and move directly to Step 2.

6.2.9 The Seniority list for Article 6.2.6 shall be published yearly by November 30. Copies of the seniority lists shall be sent to the Deans and the Association's President and Chief Personnel Steward of the Association on or before the respective deadlines. Appeals of placement on these lists can be made through the Committee of Personnel Stewards of the Association within ninety days of circulation. Disputes shall be resolved by a joint committee consisting of the Chief Personnel Steward of the Association, President of the Association, the appropriate senior administrator and the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources.



6.4.1.5 All applications for instructional and non-instructional positions shall be indexed by the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources. Files of applicants shall be maintained in the office of the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources and shall be made available to the appropriate senior administrator(s) and Chair(s), subject to the maintenance of strict confidentiality . .

11.4.1.3 "Initial Salary Placement Forms" are used to place all candidates for regular and non-regular positions, except those to be paid the rates given in Article 11.1.4.2. Samples are provided in Appendix C and Appendix D. A completed form used to evaluate each new faculty appointment must be signed by the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources or designate, and be given to the candidate with the letter of appointment. The candidate shall not be required to accept or reject an appointment until at least 24 hours have elapsed after he/she has received this form . .

11.5.2 Placement on a new step within a category, resulting from a faculty member's completion of additional formal qualifications, shall be effective from the first day of the pay period following receipt of formal notification by the appropriate Senior Administrator and the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources with notification of change to the appropriate Vice President.

12.4.9 In order to be eligible for a P.D. leave of absence, a faculty member must:

...

b) notify the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources on or before 1:00 p.m. of the last business day of May in the year prior to that in which the proposed leave is to commence that he or she plans to apply for a P.D. leave of absence. The ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources shall forward the list of names and the categories of each person proposing to apply for a leave to the President of the VIUFA and the Chair of the Leave Committee. Applicants should also provide copies of their letter of intent to their Dean, in the case of instructional faculty or to the Dean, Director or Regional Campus Principal (which ever is appropriate) in the case of non-instructional faculty.....

12.15.1 A faculty member may apply for a partial or full release Leave of Absence from the University for a maximum period of three (3) consecutive years. Requests should be forwarded to the Chair and then to the Dean for comments and recommendation. The request will then be reviewed by the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources prior to final approval from the Vice-President Academic. The decision to grant the leave shall be based on the Standard of



**VANCOUVER ISLAND
UNIVERSITY**

Reasonableness. Requests should be submitted to the appropriate Dean, with three (3) month's notice required.

15.2.6 Subject to the limits in Article 15.2.5, each faculty member receiving an ERI will receive an amount calculated as follows:

....

(d) A faculty member wishing to accept the offer must communicate her or his acceptance by the end of the 5th business day following the receipt of the Early Retirement Incentive calculation. The applicant's acceptance or rejection of the offer shall be in writing or via E-mail to the ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources.

APPENDIX C: INITIAL SALARY PLACEMENT FORM – FACULTY

AND

APPENDIX D: INITIAL SALARY PLACEMENT FORM TECHNICIANS

....

APPEAL: (11.4.3) Any appeal regarding initial salary placement must be initiated within ninety (90) days of commencing duty at the University or within sixty (60) days of receiving the placement form, whichever is later. Appeals should be directed to the Salary Placement Appeals Committee Chairman.

Date _____ ~~Executive Director of Human Resources~~ Associate Vice-President, Human Resources or Designate

- Change "Chair of the Committee of Personnel Stewards of the Association" to "VIUFA Chief Steward" or similar role under Article 5

5.1.2 Grievance Procedure – Steps

If the dispute has not been resolved by informal discussions the Association may, within seventy-five (75) days after the Association became aware of the circumstances giving rise to the complaint, but in no event later than one year after the circumstances giving rise to the complaint, initiate a formal grievance as follows:

Step 1

The ~~Chair of the Committee of Personnel Stewards~~ VIUFA Chief Steward shall provide the grievance in writing, including the proposed remedy, to the Executive Director of Human Resources. The ~~Chair of the Committee of Personnel Stewards~~ VIUFA Chief Steward shall meet with the applicable Dean, Director, or Administrative Supervisor and a designate of Human Resources who shall endeavour to settle the



**VANCOUVER ISLAND
UNIVERSITY**

grievance. The Employer shall, within ten (10) working days of the meeting, respond in writing. Either party may elect to waive Step 1 and move directly to Step 2.

Step 2

Failing a resolution at Step 1, the ~~Chair of the Committee of Personnel Stewards~~ VIUFA Chief Steward may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor and the Director of Human Resources who shall endeavour to settle the grievance. The Employer shall have ten (10) days to provide a written response.

Step 3

Failing a resolution at Step 2, the ~~Chair of the Committee of Personnel Stewards~~ VIUFA Chief Steward may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor, the applicable VicePresident and Director of Human Resources who shall endeavour to settle the grievance. The Employer shall have twenty (20) working days to provide a written response.

Step 4 Failing a resolution at Step 3, the ~~Chair of the Committee of Personnel Stewards~~ VIUFA Chief Steward may, within thirty (30) working days refer the grievance to arbitration.

- Change all references to "Regional Campus Principal" to "Campus Administrator"

10.2.2.1 The workload of a regular non-instructional faculty member shall be an average of 35 hours per week. The exact hours of work may vary seasonally to allow for peak periods. Particular responsibilities, duties and workload arrangements shall be determined by the Chair or Director or ~~Regional Campus Principal~~ Campus Administrator or Dean, as appropriate, in consultation with the faculty member. This decision may be appealed to the next appropriate level of administration. Non-instructional faculty members shall be informed, when they receive their workload allocation of the name of the administrator to whom such appeal may be made.

12.3 PROFESSIONAL DEVELOPMENT

12.3.1 In order to maintain excellence of instruction and educational service at the University, it is recognized that there is a need for faculty to have the opportunity to participate in and pursue activities related to professional development. Towards this end the University shall:

.....

Unexpended balances at the end of the fiscal year (March 31) can be:

1. Claimed on an expense claim form authorized by the Dean, Director or ~~Regional Campus Principal~~ Campus Administrator. Payment to the faculty member of 75% of the unexpended balance at the end of the fiscal year (March 31) will be added to his/her taxable

.....



**VANCOUVER ISLAND
UNIVERSITY**

12.3.2 Regular non-instructional faculty members shall receive two (2) weeks to engage in professional development activities per year (following the submission of the leave request form). Faculty who do not have twelve month appointments shall have this time prorated commensurate with the length of their appointment.

When additional professional development time is needed noninstructional faculty may, upon written application to the appropriate Dean, Director or ~~Regional Campus Principal~~ Campus Administrator, receive special permission to be absent from the University.

12.4.7 If a faculty member on assisted professional development leave, by mutual agreement with a Dean, Director, or ~~Regional Campus Principal~~ Campus Administrator, returns to work prior to the commencement of the leave or during the period of the leave, a new assisted professional development leave equivalent to the length of time remaining in the leave shall be created. The new leave, or any portion thereof, shall be carried over in to the following fiscal year if unused in the year in which it is created.

12.4.9 In order to be eligible for a P.D. leave of absence, a faculty member must:

- a) have a regular appointment and at least three FTE years of VIUFA seniority preceding the commencement date of the leave.
 - b) notify the Executive Director of Human Resources on or before 1:00 p.m. of the last business day of May in the year prior to that in which the proposed leave is to commence that he or she plans to apply for a P.D. leave of absence. The Executive Director of Human Resources shall forward the list of names and the categories of each person proposing to apply for a leave to the President of the VIUFA and the Chair of the Leave Committee. Applicants should also provide copies of their letter of intent to their Dean, in the case of instructional faculty or to the Dean, Director or ~~Regional Campus Principal~~ Campus Administrator (which ever is appropriate) in the case of non-instructional faculty
-

12.10.1 Maternity Leave

Maternity Leave of Absence shall be granted. Whenever possible, a written request, specifying the desired period of leave, should be submitted at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or ~~Regional Campus Principal~~ Campus Administrator. The duration and other terms shall be decided on an individual basis taking into account individual needs as far as possible, but shall be subject to the following general provisions:

12.10.2 Parental Leave Natural and adoptive parents will be entitled to parental leave. A written request, specifying the desired period of leave, should be submitted whenever possible at least 16



**VANCOUVER ISLAND
UNIVERSITY**

weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or ~~Regional Campus Principal~~ Campus Administrator. The leave shall be subject to the following provisions:

12.15.6 Faculty on unassisted leave must give at least five months notice to the appropriate Dean, Director, or ~~Regional Campus Principal~~ Campus Administrator, that they intend to return to the University at the predetermined date. This provision applies to leaves that commence on or after August 1, 2001. The Human Resources Office will note this requirement and quote the relevant contract section on the appointment form initiating the commencement of the leave. As a . . .

hE1 continued (hJ04)

- Replace "counselor" spelling with Canadian spelling "counsellor"
- Correct number formatting

LETTER OF UNDERSTANDING #17: EDUCATIONAL ADVISING

1. ~~4.~~ All seniority accrued by employees in "Educational Counseling" will be transferred to "Educational Advising".

2. ~~5.~~ Employees who have split appointments and/or assignments will continue to accrue seniority in their appropriate seniority groups.

3. ~~6.~~ The qualification for 'Counselor' Counsellor can be distinguished from the qualification for 'Advisor'.

4. ~~7.~~ The University may distinguish the two professions in terms of its internal organization and services to the University community.

5. ~~8.~~ It is to be noted that these two professional designations may also be used within these additional seniority groups: "Access Services", "International Education Student Advising", "First Nations Student Services".

Proposal: hE2

Article No: Collective Agreement

Article Heading: Collective Agreement



**VANCOUVER ISLAND
UNIVERSITY**

Collective Agreement Format and Numbering Subcommittee

The parties agree to form a new subcommittee to work on the format and numbering of the VIU/VIUFA Collective Agreement.

Proposal: hE4

Article No: 1
Article Heading: Preliminary

1.4 Definitions

- 1.4.3 – No need to define a CA in a CA. Remove.
- 1.4.12 – “Vice-President” means the Appropriate Vice-President.
- 1.4.10 – “ “Post-Secondary Employers’ Association” or “PSEA” means the Employers’ association established for post-secondary colleges, ~~and~~ special-purpose teaching universities and institutes under the Public Sector Employers’ Act.”
- 1.13 – change “Executive Director of Human Resources” to “Associate Vice President of Human Resources”
- 1.4.13 Under “Year:” add:
 - “Academic year” means August 1st to July 31st
 - “Budget year” or “fiscal year” means the budgetary year the University operates under (currently April 1 to March 31)
- ...

Proposal: hE5

Article No: 4.1
Article Heading: Classifications of Employees

4.1.4 The term “Limited Term Contract” Instructor shall refer to faculty with appointment to an instructional position for a period of time of one (1) semester or greater, and equal to or less than three (3) consecutive years in duration that replaces a regular faculty member.

Proposal: hE6

Article No: 5.1.2
Article Heading: Grievance Procedure - Steps



.....

Step 2

Failing a resolution at Step 1, the Chair of the Committee of Personnel Stewards may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor and the ~~Director of Human Resources~~ Associate Vice-President of Human Resources or designate who shall endeavor to settle the grievance. The Employer shall have ten (10) working days to provide a written response....

Step 3

Failing a resolution at Step 2, the Chair of the Committee of Personnel Stewards may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor, the applicable Vice-President and ~~Director of Human Resources~~ the Associate Vice President of Human Resources, or designate, who shall endeavour to settle the grievance. The Employer shall have twenty (20) working days to provide a written response.

Proposal: hE7

Article No: 6.14.2(b)

Article Heading: Seniority, Promotions, Hiring and Layoffs

6.14.2(b) "Employees who meet the service requirement of (1a) above and have not had appointments renewed are eligible for listing on the Registry."

Proposal: hE8

Article No: 9.2.2

Article Heading: Renewal of Appointment

9.2.2.1 ... "Additional available encumbered work may then be aggregated into ~~limited~~ limited term contracts, according to Article 4.1"

9.2.2.3 "Subject to paragraph 9.2.2.1 and 9.2.2.2 above, additional available temporary work in the same department will be offered, on the basis of seniority, to qualified temporary faculty who have received satisfactory teaching evaluations pursuant to Article ~~7.6~~ 7.7, provided that, notwithstanding articles 9.4.3 and 9.4.4, the additional work will not result in the temporary faculty becoming eligible for regularization pursuant to Article 9.4.1. If there are two or more temporary faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5. For the purposes of this article, externally hired instructors holding limited term contract will only accrue non-regular seniority after the completion of their first limited term contracts."



**VANCOUVER ISLAND
UNIVERSITY**

Proposal: hE10

Article No: 10.4

Article Heading: Hours of Work/Workload

10.4.1

~~In Spring semester, when the approved Program Profile is received from the Ministry, the Dean shall advise each department of its activity level for the next budget year. If subsequent developments necessitate a change to this activity level, the Dean will advise the department accordingly. If budgetary developments necessitate a change to the activity level of a department in the upcoming year, the Dean will advise the department accordingly.~~ The initial proposed allocation of each Professor's/Instructor's workload shall first be determined by the Chair of each department (or dean if no chair) in consultation with the members of that department. The proposed workload allocations shall be reviewed by the appropriate Dean in order to ensure a fair distribution within the department. Differences in contact hours, course preparations, student numbers, travel times, and other parameters which are seen to be relevant shall be considered. The workloads determined shall be consistent with the guidelines and limits in all relevant sections of the Collective Agreement.

.....

~~10.4.2 Within two weeks of the commencement of a term, the Academic Administrator shall forward to the Association workload reports for all faculty who work in that administrator's area. The Chief Personnel Steward or a designate shall, within two weeks following the receipt of the workload reports, meet with the Academic Administrator responsible to review the workload allocations.~~

~~The Committee shall present to the Dean, in writing, any concerns about faculty workload. A final report, inclusive of any changes made by the Dean, shall be forwarded immediately by the Chair of the VIUFA faculty Workload Committee to the Dean and the Chief Personnel Steward of the Association no later than four weeks following the first day of classes.~~

~~10.4.3 Workload allocations determined in accordance with the above Articles 10.4.1 and 10.4.2 may be appealed to the appropriate senior administrator.~~

Proposal: hE11

Article No: 11.9

Article Heading: Provincial Salary Scale

11.9.1 *The Provincial Salary Scale is attached as Appendix A.*



~~(a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.~~

~~(b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.~~

~~(c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.~~

~~(d) Effective January 1, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.~~

~~The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced as Appendix A of this Schedule.~~

~~11.9.2 Secondary Scale Adjustment~~

~~11.9.2.1~~

~~(a) Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(b) Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rate shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(d) Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~11.9.2.2 Despite Article 11.9.2.1 above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 11.9.2.1.~~

11.9.3 Maintenance of Placement (Substance Item)

Where an employee covered by this Agreement becomes employed within two (2) years by another institution of the former Common Agreement also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or his or



**VANCOUVER ISLAND
UNIVERSITY**

her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

Vancouver Island University will commit to place new employees from the following institutions at the current salary placement:

College of New Caledonia, College of the Rockies, Camosun College, Capilano University, Douglas College, Kwantlen Polytechnic University, North Island College, Northern Lights College, Northwest Community College, Selkirk College, Thompson Rivers University, Vancouver Community College.

11.9.4 Calculation of Pay

~~*Vancouver Island University will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.*~~

11.9.5 Overload

~~*A regular employee who works an overload in a given year shall receive no less than either:*~~

~~*(a) the pro-rate salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or,*~~

~~*(b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.*~~

~~*The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.*~~

Proposal: hE12

Article No: 12.3, 12.4, 12.8

Article Heading:

12.3.1

~~*c) provide funds to support assisted leaves as per Article 12.4. provide funds to support the equivalent of eight and one-half full-time professional development leaves of absence (assisted leaves) at a minimum of 70% of regular salary.*~~

NOTE TO DRAFTERS - Existing language deleted in 12.3.1 c will be moved to Article 12.4 Assisted Leave (Professional Development Leave of Absence): VIU will provide funds to support the equivalent of eight and one-half full-time professional development leaves of absence (assisted leaves) at a minimum of 70% of regular salary.



**VANCOUVER ISLAND
UNIVERSITY**

12.3.1.a "provide each regular faculty member, upon application, a minimum of \$1,000 for professional development activities approved by the appropriate Academic Administrator."

12.3.1.

d) Reimburse each limited term contract instructor, whose contract, or combined contracts, exceed 1 year in length, for Professional Development activities to a maximum of \$1000 per year provided:

....

2. Receipts of expenses are submitted prior to but no later than 30 calendar days after the conclusion of the limited term contract.

(refer to T-Doc 49 from prior bargaining)

12.4.10.4 The ~~University Board~~ University President shall notify in writing, not later than October 31 all faculty recommended for P.D. leave as to the outcome of their applications. If the application has been refused, the reasons for refusal shall be stated.

12.8.10 "Absence due to illness in the immediate family or, with the approval of the appropriate Senior Administrator, absence due to other circumstances that affect the satisfactory performance of the faculty member, ~~may be charged against the individual's sick leave credits~~ may be granted to a maximum of six days per year."

Proposal: hE18

Article No: 11.1.4.2

Article Heading: MOU Economic Stability Divident

~~11.1.4.2~~

~~Effective January 1, 2014, a temporary instructional faculty member shall be paid the flat rate of \$6,045.98 per assigned course consisting of three lecture or equivalent hours per week over the normal fall or spring semester. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one third of the above amount for each hour of teaching per week, for one semester. The flat rate shall be increased as follows:~~

~~Effective the first day of the first full pay period after April 1, 2015, by one percent (1.0%) to \$6,106.44.~~

~~Effective the first day of the first full pay period after February 1, 2016: Economic Stability Divident*.~~

~~Effective the first day of the first full pay period after April 1, 2016, by one half of one percent (0.5%).~~



VANCOUVER ISLAND
UNIVERSITY

~~Effective the first day of the first full pay period after February 1, 2017 by one percent (1.0%), plus the Economic Stability Dividend*.~~

~~Effective the first day of the first full pay period after April 1, 2017 by one half of one percent (0.5%).~~

~~Effective the first full pay period after February 1, 2018 by one percent (1.0%), plus the Economic Stability Dividend*.~~

~~Effective the first day of the first full pay period after April 1, 2018, by one half of one percent (0.5%).~~

~~Effective the first day of the first full pay period after February 1, 2019, by one percent (1%) plus the Economic Stability Dividend*.~~

~~The temporary instructional rate shall be paid in biweekly installments over the period of the actual teaching assignment. Assignments taught during the normal fall and/or spring semesters will be paid over a period of 16 weeks. This duration will be extended or shortened to reflect the period of the actual teaching assignment for courses taught outside of the normal fall and/or spring semesters.~~

Proposal: hJ01

Article No: 1.13

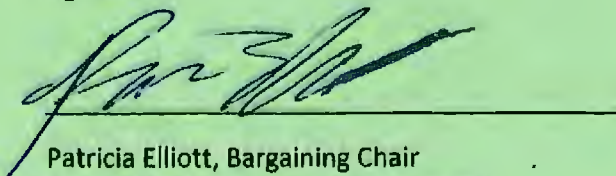
Article Heading: Correspondence

~~1.13 CORRESPONDENCE~~

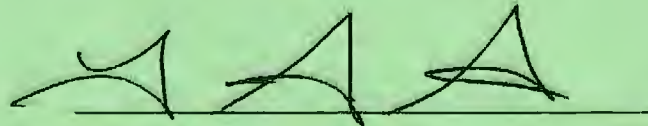
~~All correspondence relating to matters covered in this Agreement from the Association or a representative of the Association to any administrator (including a Chair or equivalent) shall be copied to the Executive Director of Human Resources.~~

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee



VANCOUVER ISLAND
UNIVERSITY

July 30, 2019 .

Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE: Article 5 Grievances

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 002

Proposal: E5

Article No: 5.1.2.2
Article Heading: Grievance Procedures and Arbitrations

"5.1.2.2.2 Unless extended by mutual agreement, time limits in the grievance and arbitration procedure are mandatory. Failure to initiate a grievance in a timely manner will result in the grievance being deemed abandoned. In the event that a grievance once initiated is not processed by either party within the time limit specified the grievance will be considered to have been advanced to the next step. A grievance shall be deemed to have been abandoned if a year passes during which no action is taken by either party without any reasonable explanation for the delay."

Proposal: E6

Article No: 5.3.3
Article Heading: Expedited Arbitrators

~~"The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.~~

- ~~• Kate Young~~
- ~~• Colin Taylor~~
- ~~• John Hall~~
- ~~• Mark Brown~~



VANCOUVER ISLAND
UNIVERSITY

- ~~Marguerite Jackson~~
- Joan Gordon

An arbitrator shall be selected from a list mutually agreed upon by the union and the employer, and such may be subject to amendment during the term of the Agreement. If none of the listed arbitrators is available within thirty (30) days, the parties shall agree to another arbitrator who is available within thirty (30) days of appointment. "

Proposal: E7

Article No: 5.3.4

Article Heading: Process

~~"As the process is intended to be expedited, lawyers~~ Lawyers shall not be retained to represent either party unless there is mutual agreement between the parties. This does not preclude either party from using staff who may be lawyers."

Agreed to:

Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University

Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

July 26, 2019

Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

T-Doc: 003

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

Letter of Agreement: Limited Term Contract Hiring

As discussed in mid-term bargaining sessions during the fall of 2017, the following sets out the agreed practices and processes used to determine hire Limited Term Contracts (LTCs).

Definitions:

Committee Chair – The Chair of the Search Committee, normally the Dean of the Faculty, however, it may be designated to another Admin employee.

Search Committee – The committee formed to provide advice to the Committee Chair on the hiring of the LTC.

Departmental Seniority – Seniority earned by being an instructor in a specific department. Departmental Seniority is only relevant for the purposes of identifying an internal candidate for LTC hires. The amount of seniority is irrelevant as departmental seniority is only used to determine candidacy for the position.

Global Seniority – Seniority earned by combining all instructional workload in all departments at VIU.

Internal Applicants for LTC Hires – A candidate who has earned departmental seniority by teaching in the department of hire within the last 12 months.

External Applicants: An applicant who does not have departmental seniority.

Guidelines:

Limited Term Contract (LTC) faculty positions will be hired based on the following process:

1. The Search Committee reviews the applications and flags those applicants who are internal applicants. The Committee Chair may need to consult with the Chair of the Department, Human Resources and/or VIUFA to identify applicants with departmental seniority. Applicants with global seniority in the same Faculty but not the department will not be considered an internal candidate for LTC hires.
2. In its review of the teaching experience of internal applicants the Committee will consider whether they have received satisfactory evaluations in the department in accordance with the VIUFA Collective Agreement.



**VANCOUVER ISLAND
UNIVERSITY**

3. The Search Committee assesses the internal applicants for qualifications and knowledge of applicable course content by reviewing the written application, and conducting an interview. This interview may include a mock teaching demonstration or mini lecture. The mock teaching demonstration or mini lecture are not to be used to assess the quality of the teaching performance as this has already been established through the review of teaching evaluations.
4. In the case of a single internal candidate who the committee agrees is qualified to teach the applicable courses, an interview is not required.
5. In the case where there are two or more internal candidates who the committee agrees are qualified, the committee reviews the written applications, conducts an interview and chooses the best candidate.
6. If the Search Committee establishes that the internal candidates are not qualified for the LTC position, the Search Committee then moves to the list of external applicants. The assessment of external candidates will follow the practices normally used for the hiring of regular positions.
7. Where there is dispute about internal candidates who are assessed as not qualified for the LTC position, the Committee Chair, when requested, will provide a written rationale as to why an internal candidate was assessed as not qualified. Such a rationale would explain why any candidate with similar qualifications would not be hired into the position.

Agreed to:

Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University

Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

T-Doc: 004

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

Letter of Agreement: Non-Regular Seniority

Definitions:

Break-in-Service – where there is a full pay period with no pay earned by a VIUFA faculty member for VIUFA instructional activity.

Pay Period – the two-week calendar period, defined in advance by VIU's Payroll Department, where work activity results in paid compensation. (e.g. Pay Period 1825 is the 25th pay period in 2018 for the time period of November 24, 2018 to December 7, 2018)

Seniority Expiration – Non-regular instructional faculty will cease to have VIUFA seniority of any type when that faculty member has no workload resulting in paid VIUFA instructional activity for twelve (12) months from the end of the pay period where there was last pay earned for VIUFA instructional activity.

Guidelines:

1. Seniority credits earned are recognized and accumulate only in the department(s) of active pay.

Non-Regular seniority is only applicable to departments where the faculty member has pay earned for VIUFA instructional activity in the previous twelve (12) months in that department from the end of the pay period where there was last pay earned.

2. LTC Seniority will be tracked separately from Sessional seniority except for the purposes of the Right of First Refusal (ROFR), Article 9.2.2 where the faculty member's seniority credit value will be the combination of LTC and Sessional seniority (e.g., LTC credits = 0.8, Sessional = 2.0, combined will equal 2.8)
 - If ROFR work is offered and rejected by a non-regular faculty member who has an LTC appointment, that faculty member will not be eligible for ROFR offer as a sessional instructor where the workload offering is the same.
3. When a sessional instructor is appointed to an LTC position, their sessional seniority will be frozen as of the first day of their LTC appointment until:



**VANCOUVER ISLAND
UNIVERSITY**

- They obtain other sessional work (within 12 months of the conclusion of their LTC contract),
 - Their seniority expiration.
4. In the event that a part-time LTC faculty member is appointed to additional sessional workload, LTC and sessional seniority are earned and tracked separately based on the relevant appointment.
5. When an LTC contract ends and that non-regular faculty member obtains further sessional workload, the previously earned LTC seniority credits will be combined with their sessional seniority credits, and vice-versa, provided their seniority has not expired.

In the event that a non-regular faculty member becomes regular, either through a posted vacancy or through the regularization process, the combined LTC and sessional seniority credits will be treated in accordance to Articles 6.2.3 or 9.4.1.3.

Agreed to:

Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University

Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

July 26, 2019

Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____



VANCOUVER ISLAND
UNIVERSITY

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

T-Doc: 005

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

Letter of Agreement: Field School Sub-committee

It is agreed that a Labour Management subcommittee will be struck to survey practices and experiences around field trips and field schools. The sub-committee will have equal representation from the Employer and VIUFA. Members of the committee could include representatives from the VIUFA Executive, International Education, and other members of faculty and management with experience leading VIU field schools and field trips. The mandate of the subcommittee will be to document practices, highlight workload issues, and make a report to Labour Management. The sub-committee will complete its work by September 1st, 2020.

Agreed to:

Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University

Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 006

Proposal: F19

Article No: 12.3.1.a

Article Heading: Professional Development

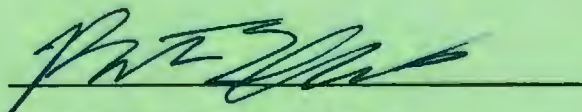
The following expenses may be eligible for reimbursement:

- i) Membership fees in professional organizations and learned societies;
- ii) Books, periodicals, journals and other materials directly associated with the faculty member's duties and responsibilities;
- iii) Registration fees or other fees for courses, workshops and similar activities;
- iv) Travel expenses related to attending meetings, conferences, courses and other approved activities. (These reimbursements will be made in accordance with the travel policies of the University);
- v) Computer purchases (once every three years)
- vi) Other activities deemed of significant benefit to Vancouver Island University.

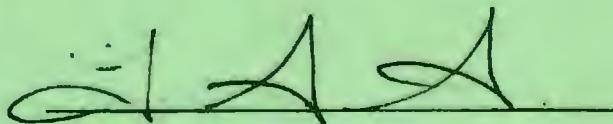
Faculty who receive reimbursement for the purchase of a computer will be required to confirm that the computer is for their use only in relation to their professional development pursuits.

~~As non-taxable reimbursements,~~ Goods purchased through Professional Development funds remain the property of the University, with the exception of purchased computers which will remain property of the University for three years. The taxable status of these expenditures will be in accordance with Canadian Revenue Agency legislation and guidelines.

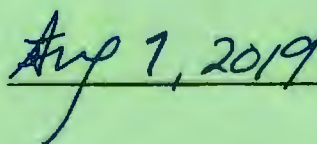
Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee



Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE:

The parties agree to the following housekeeping amendments to the 2014-2019 updated collective agreement:

T-Doc: 007

Proposal: hE11

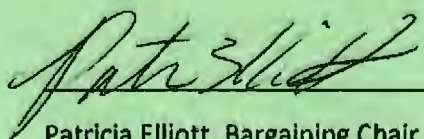
Article No: 11.4.1.4

Article Heading: Initial Placement on Salary Scale

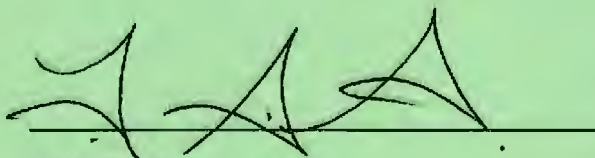
11.4.1.4 A master file of all completed VIUFA Salary Placement Experience Credit Data Summary forms and Initial Salary Placement Forms shall be kept in the Human Resources Office. ~~Copies of the VIUFA Salary Placement Experience Credit Data Summary form and the Initial Salary Placement form for each successful candidate shall be sent to the Chief Personnel Steward of the Association.~~

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Aug 4, 2019.

Date Signed

MOA Initials
(only initialed when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

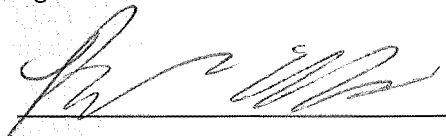
T-Doc: 009

Article No: 11.2.1

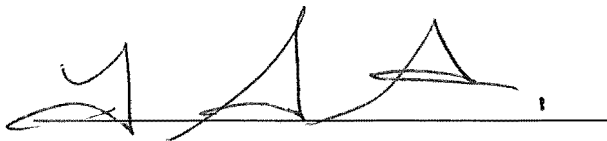
Article Heading: Allowances for Administrative Duties

~~"Any and all allowances or stipends for administrative duties shall be reported to the Committee of Personnel Stewards of the Association by the Administration each semester by September 30 or February 28 as appropriate. At the request of the Association, the Employer will provide a report of any and all allowances or stipends for administrative duties for the current academic year."~~

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Oct 24, 2019

Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: 

UN: 

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 010

Article No: 12.3.2

Article Heading: Professional Development

"12.3.2.1 Regular non-instructional faculty members shall receive two (2) weeks to engage in professional development activities per year (following the submission of the leave request form). Faculty who do not have twelve month appointments shall have this time prorated commensurate with the length of their appointment.

12.3.2.2 When additional professional development time is needed for non-instructional faculty may, upon written application to the appropriate Dean, Director or Regional Campus Principal, receive special permission to be absent from the University.

12.3.2.3 Where professional development activities or associated travel time, by necessity, fall on a weekend or statutory holiday, the non-instructional faculty member will receive a corresponding day off in lieu. The day(s) in lieu will be used with the administrative manager's approval within eight weeks of the conclusion of the professional development activity."

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Oct. 24, 2019

Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: 

UN: 

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 011

Article No: 9.2

Article Heading: Appointments of Non-Regular Employees


9.2.4 Additional available temporary work in Powell River will be offered on the same basis as paragraphs 9.2.1, 9.2.2.1, 9.2.2.2, 9.2.2.3 and 9.2.3 above, to faculty having done work for the University at Powell River within the preceding twenty-four months.

Additional available temporary work on Vancouver Island will be offered on a seniority basis to faculty having done work for the University on Vancouver Island within the preceding twelve months, using the processes in paragraphs 9.2.1, 9.2.2.1, 9.2.2.2, 9.2.2.3 and 9.2.3. ~~For courses that are offered less frequently than once every twelve months, and upon agreement of the Association and the University, these courses will be offered on a seniority basis to faculty having done this work for the University within the preceding twenty-four months.~~

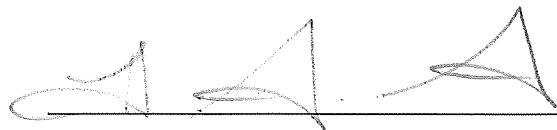
9.2.5 Upon agreement of the Association and the University, courses timetabled less frequently than once every twelve months will be offered on a seniority basis to faculty having done this work for the University within the preceding twenty-four months.

9.2.56 Field schools will not be considered additional available temporary work unless the Professor/Instructor who developed the field school declines the work.

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Nov 19, 2019

Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 013

Article No: LETTER OF UNDERSTANDING #1:

Article Heading: UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1

~~The A~~ listing of cases of unconventional instructional, referred to in Article 10.2.1.2.1 of the Collective Agreement ~~is as follows: Activity Courses Aquaculture and Fisheries 171T, 172T, 173T, 191T, 192T, 271T, 272T Forestry 201T, 291T, 292T, 293T Music labs, ensembles, individual instruction Recreation 152, 199, 299 Study Skills labs These and others which may arise with clear parallels to them, shall be classified as unconventional instruction for purposes of determining maximum workloads under Article 10.2.1.2.1., will be determined by the VIU-VIUFA Labour Management Committee. The Employer shall provide a report to the VIU-VIUFA Labour Management Committee on said courses in February of each year and post a list on the VIU Human Resources website.~~

As per former Letters of Agreement #2 Dental Hygiene Diploma Program and #15 Dental Hygiene Workload, the parties recognize that there are currently no courses in Dental Hygiene that qualify as "unconventional instruction."

Article No: LETTER OF AGREEMENT #2

Article Heading: DENTAL HYGIENE DIPLOMA PROGRAM

~~Courses in the Dental Hygiene Diploma program that are considered as unconventional for the purposes of calculating workload are:~~

~~DENH 150 Dental Hygiene Foundations I (clinic portion)
DENH 155 Dental Sciences I (lab portion)
DENH 160 Dental Hygiene Foundations II (clinic portion)
DENH 169 Radiology (lab portion)
DENH 171 Dental Hygiene Clinic I DENH 251
Dental Hygiene Clinic II~~



**VANCOUVER ISLAND
UNIVERSITY**

DENH 261 Dental Hygiene Clinic III
DENH 271 Dental Hygiene Clinic IV

Regular(3) faculty members will normally have annual teaching assignment that include courses from both those listed above (unconventional) and those not listed above that are part of the approved program matrix.

No regular full-time faculty member will have a teaching assignment that is solely comprised of the courses listed above. Non-regular faculty members with an annual teaching assignments equal or more than 0.75 FTE will normally have a workload inclusive of some conventional instruction.

Signed 2006

(3) Refers to both regular full-time and regular part-time status

Article No: LETTER OF AGREEMENT #15

Article Heading: DENTAL HYGIENE WORKLOAD

The parties recognize that workloads in Dental Hygiene require amendment so that clinic hours do not fall under "unconventional instruction". The parties agree to form a joint committee to develop a fair workload model for implementation no later than August 15, 2018.

Agreed to:

Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University

Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Nov 28, 2019

Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE: Indigenous Pedagogy

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 014

Article No: LOA

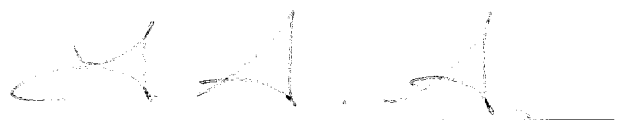
Article Heading: Indigenous Pedagogy

"The parties agree that a Labour Management subcommittee will be convened to discuss aligning evaluation practices with Indigenous pedagogy. The subcommittee will be determined by Labour Management and have representation from VIU, VIUFA, and other areas with expertise in Indigenous ways of knowing from across the VIU community. The mandate of the subcommittee will be to propose tools and methods appropriate for evaluating faculty practicing Indigenous pedagogy, as well as a process for individuals to request this approach to evaluation. The subcommittee will report back to Labour Management with recommendations in September 2020."

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee



Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE:

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 016

Proposal: E24

Article No: 10.4
Article Heading: Assignment of Workload

"10.4 ASSIGNMENT OF WORKLOAD

10.4.1. ~~In Spring semester, when the approved Program Profile is received from the Ministry, the Dean shall advise each department of its activity level for the next budget year. If subsequent developments necessitate a change to this activity level, the Dean will advise the department accordingly.~~ The initial proposed allocation of each Professor's/Instructor's workload shall first be determined by the Chair of each department (or dean if no chair) in consultation with the members of that department. The proposed workload allocations shall be reviewed by the appropriate Dean in order to ensure a fair distribution within the department. Differences in contact hours, course preparations, student numbers, travel times, and other parameters which are seen to be relevant including those factors set out in Article 10.2.1.1, shall be considered. The workloads determined shall be consistent with the guidelines and limits in all relevant sections of the Collective Agreement.

After the review and confirmation by the appropriate Dean, Professors/Instructors shall be advised of their proposed workload allocation as soon as possible, and normally, no later than the end of the preceding academic year.

Concerns regarding individual or departmental workload allocation or timetables, Article 10.4.1.1, should be communicated to the appropriate academic administrator. The Chief Steward or designate may be part of those communications if desired by the faculty member.

10.4.1.1 Timetabling

Professors/Instructors shall be advised of their proposed timetable as soon as possible, and normally, no later than the end of the preceding academic year.

The following limits shall be placed on the times that a Professor/Instructor would be ~~expected~~ scheduled to teach:



10.4.1.1.1 No Professor/Instructor shall be required to teach more than three consecutive one hour classes, labs or seminars, or more than 2 consecutive classes, labs or seminars of duration more than one hour each. No Professor/Instructor shall be required to conduct more than four consecutive hours of class, lab or seminar.

10.4.1.1.2 Where a Professor/Instructor has ~~child~~ family care commitments, and where the Professor/Instructor makes a written request, the University shall make every effort to ensure that Professor/Instructor has no classes scheduled before 9:00 am.

10.4.1.1.3 Upon written request to the Chair and/or Academic Administrator, Professors/Instructors shall be entitled to granted a minimum of one continuous hour of unscheduled time in the period between 11:30 and 14:30. Written requests will be submitted at the beginning of the timetabling process.

10.4.1.1.4 Professors/Instructors shall be entitled to a minimum of twelve continuous hours of unscheduled time between workdays.

10.4.1.1.5 Where a Professor/Instructor is required to teach at more than one campus, there shall be reasonable provision for travel time in the Professor's/Instructor's teaching schedule.

10.4.1.1.6 The University shall make every effort to ensure that no Professor/Instructor shall be required to conduct a class, a lab or a seminar that ends more than 9 hours after the start of their first class, lab or seminar of that day.

10.4.1.1.7 Where a full-time Professor/Instructor is assigned upper level courses and is taking an upper-level release in that academic year, and where the Professor/Instructor makes a written request, the Professor/Instructor shall have no classes, labs or seminars scheduled on at least one of Monday to Friday.

10.4.1.1.8 All Professors/Instructors shall be entitled to two consecutive days off per week, ~~and~~ Where a Professor/Instructor teaches any part of a course (lab, lecture or seminar) outside of the hours of 8:00 to 17:30 Monday through Friday, the University shall make every effort to provide that Professor/Instructor with a third day off during the week.

A Professor/Instructor may request exemption from teaching:

- a) more than one lab, lecture, or seminar per week scheduled to start after 17:30, and/or
- b) courses scheduled on Saturdays.

Such request will not be unreasonably denied.

10.4.1.1.9 Where a faculty member is ~~assigned~~ required as part of her/his their teaching duties to be on call outside of their regular scheduled teaching assignment, the University shall make every effort to provide that faculty member with an additional day off for each two weeks of on call duty providing there is no additional expense.

~~10.4.2 Within two weeks of the commencement of a term, the Academic Administrator shall forward to the Association workload reports for all faculty who work in that administrator's area. The Chief~~



**VANCOUVER ISLAND
UNIVERSITY**

Personnel Steward or a designate shall, within two weeks following the receipt of the workload reports, meet with the Academic Administrator responsible to review the workload allocations. The Committee shall present to the Dean, in writing, any concerns about faculty workload. A final report, inclusive of any changes made by the Dean, shall be forwarded immediately by the Chair of the VIUFA faculty Workload Committee to the Dean and the Chief Personnel Steward of the Association no later than four weeks following the first day of classes.

~~10.4.3 Workload allocations determined in accordance with the above Articles 10.4.1 and 10.4.2 may be appealed to the appropriate senior administrator.~~

~~10.4.5~~ 10.4.2 Other Outside Teaching and Non-Teaching Services Initiated by the University

~~10.4.5.1~~ 10.4.2.1 Faculty may be given assignments with agencies outside the University (based on the Standard of Reasonableness.) However, such work may not be assigned to a level which exceeds a full workload, except with the agreement of the faculty member. Faculty may refuse such overload assignments without prejudice to their employment and working conditions at the University.

~~10.4.5.2~~ 10.4.2.2 Should faculty accept such overload, they shall be paid a mutually agreed upon contract fee. Details of financial arrangements shall be made known to the Committee of Personnel Stewards of the Association."

Agreed to:

Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University

Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

Feb. 18, 2020

Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE: PD Time for Non-Instructional

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 017

Article No: 12.3.2

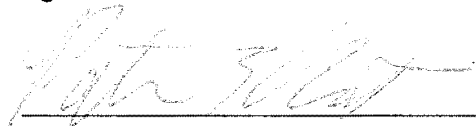
Article Heading: Professional Development

"12.3.2 Regular non-instructional faculty members shall receive two (2) weeks per calendar year to engage in professional development activities ~~per year~~ (following the submission of the leave request form). Faculty who do not have twelve month appointments shall have this time prorated commensurate with the length of their appointment.

Professional development time may be carried over to the following calendar year, or borrowed from future calendar years, provided at no time will the total professional activity time exceed six (6) weeks. If a faculty member leaves the employment of VIU and has used PD time borrowed from a future calendar year, the member shall repay the University the equivalent of the PD deficit time in salary.

When additional professional development time is needed non-instructional faculty may, upon written application to the appropriate ~~Dean, Director or Regional Campus Principal Administrator~~, receive special permission to be absent from the University."

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

2020-02-21

Date Signed

MOA Initials

(only initiated when signing the final MOA)

ER: _____

UN: _____

LETTER OF UNDERSTANDING

Between
Vancouver Island University
And the
Vancouver Island University Faculty Association

RE: Upper Level Release LOA#12 (VIUFA Grievance 07-04)

The parties agree to the following substantive changes to the 2014-2019 updated collective agreement:

T-Doc: 018

Article No: 10.11 & Letter of Agreement # 12

Article Heading:

NEW "10.11.1.3 If a faculty member whose assignment includes technician work is given a full-time workload which includes the teaching of upper division courses, then that faculty member shall receive one (1) section of upper level release."


LETTER OF AGREEMENT #12: UPPER LEVEL RELEASE MFA GRIEVANCE 07-04

~~Effective August 1, 2007, when a faculty member whose assignment includes technician work is given a full time workload which includes the teaching of upper division courses, that person shall receive one (1) section upper level release.~~

Agreed to:



Patricia Elliott, Bargaining Chair
On behalf of Vancouver Island University



Laura Suski
On Behalf of Chair, VIUFA Bargaining Committee

2020-02-21

Date Signed

MOA Initials
(only initiated when signing the final MOA)

ER: _____

UN: _____

SCHEDULE C

Service Improvements:

A. Selection of Academic Administrators and Provost

Article 6.4.2.2 Selection of Academic Administrators (E10, E11, E12, E13)

6.4.2.2.1 This provision applies only to Academic Administrators other than at the Vice-Presidential level and above. Appointments of Academic Administrators shall be made only after wide consultation with the University community and, specifically, after consultation with the members of a Faculty or area(s) reporting to the administrator. Appointees are expected to hold appropriate academic qualifications as specified for the position. Unless otherwise requested, VIUFA faculty will only participate in the selection of Academic Administrators who directly manage or supervise VIUFA members.

6.4.2.2.2

Appointments of Academic Administrators shall be open to internal and external applicants.

6.4.2.2.3

~~The selection committee for an Academic Administrator will have a minimum of one Association Member on it providing that that Academic Administrator supervises at least one VIUFA bargaining unit member. At least two thirds of the selection committee membership shall be made up of the unionized employees supervised by the Academic Administrator. The percentage of Association members on the selection committee shall not be less than two thirds multiplied by the percentage of unionized employees supervised by the Academic Administrator who are VIUFA members. Such members will be selected by and from the VIUFA members supervised by the academic administrator. The selection committee shall be chaired by the person to whom the Administrator reports or that person's designate.~~

i. The selection committee shall be chaired by the person to whom the Administrator reports or that person's designate.

ii. The selection committee shall have four three (3) (4) VIUFA members. The number of Administrative representatives, including the Chair, will not exceed the number of VIUFA representatives.

iii. VIUFA representation on the committee shall be formed by and from Association members directly managed by the Administrator.



iv. Changes to the number of VIUFA or Administrative representatives may be agreed to by the parties.

6.4.2.2.4 Academic Administrators' rights to a teaching position:

a) An Academic Administrator shall have the right to assume a teaching position in the bargaining unit on the completion of ~~his or her~~ their appointment providing that the duration of that appointment, including renewals, is at most 10 years. The right to assume a teaching position may be extended beyond 10 years after consultation with VIUFA.

.....

6.4.2.2.5

Terms for Academic Administrators shall be at most five (5) years in duration and may be renewed for an additional five (5) year term. When an Academic Administrator is being considered for an additional five (5) year term, a secret ballot of regular VIUFA faculty members directly supervised by the Academic Administrator will be conducted to determine support for such a renewal. The results of the secret ballot will be provided to the Provost & Vice-President, Academic and VIUFA. Should the Provost & Vice-President, Academic recommend the renewal to the President despite a vote of less than 60%, the Provost will give notice to the Association and provide written reasons.

6.4.3 Selection of Provost and Vice-President Academic

6.4.3 Selection of Provost and Vice-President Academic

6.4.3.1 Appointments of the Provost and Vice-President Academic shall be made according to the University Act. It is recognized however that such persons shall be appointed only after wide consultation within the University community. Therefore, in order to assist the President in the selection of a Provost and Vice-President Academic a Selection Committee, which shall include faculty representation, shall be constituted. These faculty representatives shall be selected by the faculty in accordance with procedures established for Senate Elections. No two elected faculty will come from the same Faculty or service group. The number of faculty on the Committee shall be not less than 25% of the Committee inclusive of the VIUFA President or designate and exclusive of those faculty members who may be appointed by the University. In addition, the

B: Working Group on Class Size

LETTER OF AGREEMENT #: CLASS SIZE WORKING GROUP

NEW LETTER OF AGREEMENT #: CLASS SIZE LOA

Using "LOA #8: Workload (Class Size Maxima)" as the primary term of reference, the parties agree to create a new working group on class size that contemplates current University challenges with waitlists and student demand in parallel with current workload models and workload challenges experienced by faculty across the disciplines. The group will address various teaching methods including lecture, laboratory, and online classes, as well as related factors in the assignment of workload such as space allocation. The working group may also explore the concept of workload as the number of students overall, rather than as section-based. The purpose of the working group is to update the current class size model and not to create additional workload.

The working group will be composed of an equal number of VIUFA members and Administrators and complete its work by March 31, 2022. The specific mandate is to produce a draft LOA that will be recommended to replace LOA #8 in the next collective agreement.

Service Improvement Allowance:

(Increase to 80%) PME

A. ASSISTED LEAVE PACKAGE: (TO COME INTO EFFECT IN YEAR 3 – 2021)

12.3.1 In order to maintain excellence of instruction and educational service at the University, it is recognized that there is a need for faculty to have the opportunity to participate in and pursue activities related to professional development. Towards this end the University shall:

...

c) For new assisted leaves beginning after April 1, 2021, provide funds to support the equivalent of eight and one-half full-time professional development leaves of absence (assisted leaves) at a minimum of 80% of regular salary.

12.4 ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY ~~LEAVE OF ABSENCE~~)

12.4.1 The University recognizes that Professional Development and Scholarly Activity are important to academic excellence, and essential components of the faculty workload. It is recognized that major curriculum development and innovation are undertakes that benefit the University and its programs. Many opportunities for professional development may require workload commitment that necessitates varying levels of release from other duties, a longer period of time than is available between the spring and fall instructional periods. In order to encourage faculty to take advantage of these opportunities, a program of professional development and scholarly activity leave of absence has been developed.

12.4.1.1 Faculty members may apply for either a full, or half-year ~~partial assisted leave of absence~~ release-for-Assisted Professional Development leave of absence.

i) A full year assisted leave is a leave from duties for a full academic year. Normally the leave will commence July 1st. A full year P.D. leave shall be for the twelve-month period following commencement of that leave.



ii) A half-year partial release leave is designed to free a regular faculty member from 0.50 between .25 and .75 of a full time workload at the University. The salary received by a faculty member on partial release leave shall be calculated on a percentage basis: e.g. A regular full time faculty member receiving a .25-FTE Assisted PD Leave and working the rest of their full workload would receive 75% of their regular salary plus 25% of 80% of their regular salary.

A regular .75 time faculty member receiving a .25-FTE PD Leave from their 75% workload would receive 50% of the salary they would be entitled to as a full time faculty member plus 25% of 80% of the salary they would be entitled to as a full time faculty member.

A one-half year P.D. assisted ~~leave of absence~~ shall normally be for the period January 1 to June 30 or the period July 1 to December 31.

A full-year P.D. leave shall be for the twelve-month period following commencement of the leave.

As provided in 12.3.1 the Employer will provide funds to support the equivalent of eight and one-half full-time assisted leaves at a minimum of 80% of regular salary.

12.4.1.2 Section Release is a time award and intended to support Professional Development and Scholarly Activity projects that do not require full-year or half-year leaves. A section release allows a faculty member one or two sections of release in an academic year. If taking two sections, those sections may be taken at the same time or in different semesters. The University will provide a minimum of two (2) sections of release time. Further sections of release by may be provided as resources allow. Section release is not subject to the 20% reduction in pay and does not impact eligibility for other releases. Time awards are fully funded and there is no requirement to replace a faculty member receiving this award. Section release cannot be taken as overload or banked for future use.

12.4.2 Since P.D. leaves are recognized in Articles 12.4 and 12.4.9 as contributing to the instructional quality and educational services offered by Vancouver Island University, a faculty member on P.D. leave is considered to be continuing to perform ~~his/her~~ their duties of employment.

Except for the professional development allowance under Article 12.3.1, a faculty member on P.D. leave is expected to pay, from ~~his/her~~ their salary, all travel, meal and accommodation costs incurred while fulfilling ~~his/her~~ their duties of employment under the terms of ~~his/her~~ their leave proposal and while away from the employer's normal place of business and the faculty member's principal residence. In addition, supplies consumed directly in the performance of the P.D. leave responsibilities must be paid for by the faculty member on leave.

12.4.3 The University shall, during the period of a P.D. leave ~~of absence~~, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.

12.4.4 It is recognized that faculty members should not realize direct financial gain from the assisted leave program. Consequently, the University is entitled to recover from a recipient of an assisted leave the amount by which ~~his/her~~ their earnings from employment or contracts while on assisted leave exceed ~~his/her~~ their normal annual income and benefits.

Handwritten initials: DA and mm

- 12.4.5 The faculty member shall be required to return to the service of the University upon completion of ~~his/her~~ their P.D. leave ~~of absence~~ for a period equal to the length of the leave. In the event of failing to do so, the faculty member shall refund the amount of any money paid to ~~him/her~~ them or on ~~their~~ his/her behalf by the University during the P.D. leave ~~of absence~~.
- 12.4.6 Upon completion of P.D. leave ~~of absence~~, the faculty member is assured of resuming duties at a salary level equal to that which ~~he/she~~ they would have received, had ~~he/she~~ they remained in ~~his/her~~ their usual position at the University.
- 12.4.7 If a faculty member on assisted professional development leave, by mutual agreement with a Dean, Director, or Regional Campus Principal, returns to work prior to the commencement of the leave or during the period of the leave, a new assisted professional development leave equivalent to the length of time remaining in the leave shall be created. The new leave, or any portion thereof, shall be carried over in to the following fiscal year if unused in the year in which it is created.
- 12.4.8 In the first semester after returning from a Professional Development Leave ~~of Absence~~, the faculty member shall submit a report, to the President, summarizing the professional development that has been accomplished on the leave. Failure to fill this requirement shall render the faculty member ineligible for future assisted leaves.
- 12.4.9.1 In order to be eligible for a half-time or full-year P.D. leave ~~of absence~~, a faculty member must:
- a) ~~have a regular appointment and at least three FTE years of VIUFA seniority preceding the commencement date of the leave.~~
 - b) ~~notify the Executive Director of Human Resources on or before 1:00 p.m. of the last business day of May in the year prior to that in which the proposed leave is to commence that he or she plans to apply for a P.D. leave of absence. The Executive Director of Human Resources shall forward the list of names and the categories of each person proposing to apply for a leave to the President of the VIUFA and the Chair of the Leave Committee. Applicants should also provide copies of their letter of intent to their Dean, in the case of instructional faculty or to the Dean, Director or Regional Campus Principal (which ever is appropriate) in the case of non-instructional faculty.~~
 - c) ~~submit a complete application to the Chair of the Leave Committee after August 15 and before September 15 of the academic year prior to that in which the proposed leave shall commence. This application shall include a description of the program proposed for the leave, and any supporting statements that the faculty member may consider important to his/her application.~~
- 12.4.9.1.2d) propose in their ~~his/her~~ application a program which shall be of professional benefit to them ~~himself and~~ which shall increase their ~~his/her~~ potential contribution to the University. Such programs may include:
- i) Further academic studies relevant to the professional growth of the faculty member in their ~~his/her~~ particular area of scholarship and/or to the Vancouver Island University curriculum.



ii) Engagement with community, business, industry or government entities with direct relevance to the experience in business, industry, research, community service, or in government or educational institutions which is directly relevant to the role of the faculty member within the University.

iii) Studies of educational systems and methods in other institutions.

iv) Engagement in scholarship, research or creative activity that benefit the faculty member professionally. Other activities which can be seen to ultimately benefit the faculty member professionally, such as private study or research, textbook compilation, travel, or scholarly or creative writing.

12.4.9.1.3v) Any change in the originally approved plan requires a new submission to the Leave Committee outlining the rationale for the change. The new plan is subject to re-evaluation under Article 12.4.9.

12.4.9.2 In order to be eligible for a section release as defined in Article 12.4.1.2, a faculty member must:

a) have a regular appointment and at least three (3) years of VIUFA Seniority.

b) propose a research project that is appropriate in scope and duration for a section release, and meets the eligibility requirements outlined in Article 12.4.9.1.(d)

c) not hold a half-year year assisted leave in the same academic year in which the section release will be taken.

12.4.10 University Leave Committee

A University Leave Committee shall be formed for the purpose of recommending applicants for Professional Development Leaves to the University Board, and to carry out its duties under Article 12.15 (Unassisted Leave of Absence). Its constitution and responsibilities shall be as follows:

12.4.10.1 Constitution

The committee shall consist of eight members, including

a) the Vice-President Academic, or designate, who shall be an ex officio, non-voting member;

b) a Dean of Instruction ~~an Academic program~~; and

c) normally six faculty representatives - including one elected by the non-instructional faculty.

~~The normal term of membership on the Committee for faculty representatives shall be three years. A faculty representative shall be a regular faculty member with at least two years service at the University; he/she shall not himself/herself apply for a P.D. leave during his/her term of membership on the Committee. A faculty representative shall be elected not later than August 31 of the year in which his/her term commences.~~



12.4.10.2 Responsibilities

~~The Committee shall elect a Secretary/Chair from its members no later than September 1 of each year.~~

12.4.10.2.1 For Professional Development and Scholarly Activity Leave, the committee shall:

~~i) 12.4.10.2.1.2 The Committee shall consider all applications for P.D. leave and shall determine which applicants have satisfied the eligibility conditions of Article 12.4.9.~~

~~ii) 12.4.10.2.1.2 The Committee shall rank all eligible applicants on the basis of the perceived merit of their proposals. Where two proposals are deemed to be of equal merit, the ranking shall be by seniority according to the procedures outlined in Article 12.4.10.3.~~

~~iii) 12.4.10.2.1.3 The Committee shall forward its list of recommendations to the University President no later than October 15 along with a brief description of the Professional Development pursuit.~~

~~12.4.10.2.1.4 Within one (1) week of making its decision, the Committee shall inform each applicant, in writing, of whether it is recommending acceptance or rejection of the application, or whether it finds the applicant ineligible.~~

~~iv) 12.4.10.2.1.5 The Committee shall return all applications and confidential papers to the applicants not later than October 31.~~

~~12.4.10.2.2 For Unassisted Leave of Absence – Professional Development Status~~

~~The Committee shall carry out its responsibilities under Article 12.15 not later than October 15.~~

12.4.10.3 Procedures for Half-Year and Full-Year Assisted Leave ~~Professional Development Leave (Assisted Leave)~~

Each year all eligible applicants for assisted leave shall be considered by the University Leave Committee in two groups.

12.4.10.3.1 Group I

A faculty member who applies for an assisted leave shall be considered to be in Group I if at the time of their application they have accumulated 3 FTE years of VIUFA seniority since their hiring or their last assisted leave, which ever is less, and the following formula produces a value that is greater than or equal to zero:

$$\text{VIUFA Seniority} - (8 * \text{FTE Leaves So Far}) - (6 * \text{FTE Leave Applied For})$$

Where:

VIUFA Seniority is the number of FTE years of VIUFA seniority that the leave applicant has at the time the leave application is considered;

FTE Leaves So Far is the total number of FTE years of full year and half year assisted leave that the applicant has had so far; and



FTE Leave Applied For is the number of FTE years of full and half year assisted leave that the Professor is applying for.

The Leave Committee shall give first consideration to applicants in Group I.

Group II

Faculty members eligible for assisted leave who do not qualify for consideration in Group I will be considered in Group II provided they have completed the equivalent of not less than three years or more than seven years of full-time service within the Association; or either 1) a minimum of four years but less than the equivalent of seven years since completing a full-year assisted leave, or 2) a minimum of two years and less than an equivalent of three and one-half years since completing a one-half year assisted leave.

- 12.4.10.3.2 In determining rank in each group the primary consideration shall be the projected value of the leave proposal to the improvement of University service. In the event that two or more applications are considered to be of equal value, those applications shall be ranked in order of seniority of service within the Association or seniority of service since the applicant last received an assisted leave from the University, whichever is the lesser. In the event that two or more applications are considered to have equal seniority, their ranking shall be by a random chance selection procedure.

12.4.10.3.3 Procedures for Section Release

All eligible applicants will be ranked on the basis of the perceived merit of their proposals. Faculty members cannot have a half year release and a section release in the same academic year.

- 12.4.10.4 The University Board, or designate, shall notify in writing, ~~not later than October 31~~ all applicants approved for faculty recommended for P.D. leave as to the outcome of their applications. If the application has been refused, the reasons for refusal shall be stated. The President of VIUFA will also be notified.

- ~~12.4.10.5 The Chair of the Committee will forward a copy of the approved application(s) to the President of the Vancouver Island University Faculty Association.~~

- 12.4.10.5 Should any of the successful applicants be unwilling or unable to take the assisted leave, or the assisted leave funding is not fully expended, the Committee will reconsider the remaining applicants and grant awards of full, half or section leave of absence. The Committee will first consider half-year and full year leaves.

- 12.4.10.5.1 When the residual assisted leave funding is used for sectional releases, the total combined funds disbursed in an academic year for full year, half year, and section releases will be equivalent to eight and one half leaves at 80%. A Dean or supervisor will not unreasonably deny faculty release from their regular work assignment when they have been awarded sectional releases.



12.4.10.5.2 If a successful applicant is unwilling or unable to take the assisted leave they will advise the Committee in writing no later than January 15 of the preceding academic year.

12.4.10.6 If a faculty member on assisted leave wishes to extend his/her their period of absence from duties beyond the scheduled date of return and defer compliance with Article 12.4.5 of the contract, a written request for unassisted leave under Article 12.15 must be made. Such a request must be given in writing and requires at least three (3) months notice.

12.4.10.7 The faculty member shall submit a report to the President, summarizing the professional development that has been accomplished on a Professional Development Leave, in the first semester after returning from the leave. This report will be in a form approved by the Committee. Extensions may be granted with support from the faculty member's Dean or Director. Faculty members with outstanding reports are ineligible to apply for future assisted leaves.

12.4.10.8 In order to stimulate scholarly activity and curriculum development activities, the University shall contribute at least \$5,000 per year to a Research Fund administered by VIURAC.

NOTE: 12.5 Article incorporated into 12.4 language. DELETE all Article 12.5

For the academic year 2020-2021 only, the Employer will provide 6 additional time awards as outlined in Article 12.4.1.2 above.

B. Increase in the Flat Rate for temporary instructional employees – Effective April 1, 2020

An increase in the flat rate of 4% for non-regular instructional employees starting in Year 2:

- 2 Effective ~~April 1, 2019, January 1, 2014,~~ a temporary instructional faculty member shall be paid the flat rate of ~~\$6,045.98~~ **\$6,640.99** per assigned course consisting of three lecture or equivalent hours per week over the normal fall or spring semester. The rate will be adjusted by the 2% GWI again on April 1, 2020, and April 1, 2021. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one-third of the above amount for each hour of teaching per week, for one semester. The flat rate shall be increased as follows:

Effective the first day of the first full pay period after ~~April 1, 2015~~20, by four percent (4.0%) to ~~\$6,106.44~~ **7,044.76**.

Effective the first day of the first full pay period after April 1, 201521, by one percent (1.0%)

Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

Effective the first day of the first full pay period after April 1, 2016, by one-half of one percent (0.5%).



~~Effective the first day of the first full pay period after February 1, 2017 by one percent (1.0%), plus the Economic Stability Dividend*.~~

~~Effective the first day of the first full pay period after April 1, 2017 by one half of one percent (0.5%).~~

~~Effective the first full pay period after February 1, 2018 by one percent (1.0%), plus the Economic Stability Dividend*.~~

~~Effective the first day of the first full pay period after April 1, 2018, by one half of one percent (0.5%).~~

~~Effective the first day of the first full pay period after February 1, 2019, by one percent (1%) plus the Economic Stability Dividend*.~~

The temporary instructional rate shall be paid in biweekly installments over the period of the actual teaching assignment. Assignments taught during the normal fall and/or spring semesters will be paid over a period of 16 weeks. This duration will be extended or shortened to reflect the period of the actual teaching assignment for courses taught outside of the normal fall and/or spring semesters.

~~*Economic Stability Dividend is described in Article 11.1.1.~~

	2019-2020	2020-2021	2021-2022	TOTAL
% Increase to Flat Rate	0.00%	4.00%	0.00%	4.00%
Opening Flat Rate Value	\$ 6,510.77	\$ 6,640.99	\$ 7,044.76	
GWI Increase Assumption	130.22	132.82	140.90	
Assumed Flat Rate Value	\$ 6,640.99	\$ 6,773.81	\$ 7,185.65	
Increase to flat rate	\$ -	\$ 270.95	\$ -	
Adjusted Flat Rate Value	\$ 6,640.99	\$ 7,044.76	\$ 7,185.65	

C. Increase to the PD Amount for Regular Employees Beginning in Year 2 (2020)

12.3 PROFESSIONAL DEVELOPMENT



a) provide each regular faculty member, upon application, a minimum of ~~\$1200~~ \$1,000 for professional development activities approved by the appropriate Academic Administrator. .

...

d) Reimburse each limited term contract instructor, whose contract, or combined contracts, exceed 1 year in length, for Professional Development activities to a maximum of ~~\$1200~~ \$1000 per year provided:

