

MEMORANDUM OF AGREEMENT

between

University of the Fraser Valley (UFV)

(hereinafter called "the Employer")

And

University of the Fraser Valley Faculty and Staff Association (UFVFSA)

(hereinafter called "the Union")

"Errors and omissions Excepted"

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UFV FACULTY AND STAFF ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UFVFSA 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".

6. 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 16 day of June, 2020.

**BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:**



Marnie Wright, Chief Negotiator



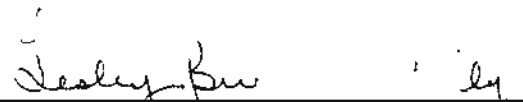
Luisa Liberatore, PSEA

Dianne Hicks
Kim Isaac
Shawn Johnston
Tracy Ryder-Glass

**BARGAINING REPRESENTATIVES FOR THE
UNION:**



Colleen Bell, Chief Negotiator



Lesley Burke O'Flynn, FPSE

Glen Baier
Rod Hayward
Toni Latour
Christina Neigel
Margaret Nickelchok
Lucia Salazar, FPSE

SCHEDULE A

1. ARTICLE 5 -TERM OF AGREEMENT – 3 YEAR TERM

This Agreement shall come into effect as of April 1, ~~2014~~ 2019 and shall expire as of March 31, ~~2019~~ 2022 for all issues. Where the parties undertake to renegotiate this Agreement in accordance with ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT), the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded, or the right to strike or lockout occurs and is exercised, whichever first occurs.

In the event of a labour disruption Association members will have the responsibility of animal care.

This Agreement and each Agreement negotiated pursuant to ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT) shall enter into force upon signature by the Chair of the UFV Board Negotiation Team and the President or Contract Chair of the UFV Faculty and Staff Association, following ratification by the Board and ratification by the Association in accordance with ARTICLE 6: (RENEGOTIATION OF THE AGREEMENT).

2. GENERAL WAGE INCREASES

Articles 21.12, 22.8, 22.9, 22.10, 22.11, 22.12, 22.13, 22.14, 22.15 and 31.7 of the Collective Agreement will be updated as follows:

- Effective April 1, 2019 all wage scales in the collective agreement which were in effect on March 31, 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 March 31, 2020 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 March 31, 2021 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 the University and were part of the bargaining unit between

April 1, 2019 and the date of ratification must apply to UFV 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. HOUSEKEEPING: GENDER-NEUTRAL LANGUAGE

Replace all gender-based pronouns (eg. he/him/his, she/her/hers) with gender neutral pronouns (e.g. they/them their):

Article 7.5	Article 16.11
Article 10.1	Article 16.16
Article 10.3	Article 16.7
Article 10.4	Article 16.9
Article 10.5	Article 17.10
Article 11.2	Article 17.11
Article 11.3	Article 17.4
Article 11.5	Article 17.6
Article 12.1	Article 18.3
Article 12.12	Article 19.5
Article 12.14	Article 21.3
Article 12.2	Article 21.6
Article 12.3	Article 22.16
Article 12.6	Article 25.6
Article 12.7	Article 26.9
Article 12.8	Article 29.1
Article 12.9	Article 33.1
Article 14.8	Article 34.1
Article 15.3	Appendix G
Article 15.6	

4. HOUSEKEEPING: CONTINUING EDUCATION

Replace "Continuing Studies" with "Continuing Education" and "CS" (in relation to Continuing Studies) with "CE"; make sure acronym is referenced appropriately:

- Article 1.2
- Article 31

5. HOUSEKEEPING: ECONOMIC STABILITY DIVIDEND (ESD)

*Throughout the agreement delete all references to the Economic Stability Dividend (ESA).
For example for Article 21.12:*

~~2 See Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.~~

~~3 Annual wage rates to be determined depending on the ESD.~~

6. HOUSEKEEPING RE: MSP

ARTICLE 28.3 MEDICAL INSURANCE AND EXTENDED HEALTH BENEFITS

For all Type A and Type B employees, spouses and dependents of employees, provided they are classified as dependents for income tax purposes the employer shall:

~~(a) pay one hundred (100%) percent of the premium cost of the British Columbia Medical Plan.~~

(b) pay one hundred (100%) percent of the premium cost of the Extended Health Care Plan.

The employee may cover persons other than dependents if the insurance carrier agrees and if the employee pays the full cost of the premiums for non-dependents through payroll deduction.

....

28.8 Type C, Limited Term and Sessional Employees Access to Benefits

(a) Type C, Limited Term and Sessional appointments confer only limited rights and entitlements under the provisions of this article.

(b) Eligibility and Included Benefits:

(i) Type C, Limited Term and Sessional employees who successfully complete the probation period after April 1, 2001, and whose next contract is equal to or greater than 50% work for the next year, are entitled to participate in the ~~BC Medical Plan~~, Dental Plan, and Extended Health Care Plan but are not entitled to participate in Long Term Disability or Life Insurance benefits.

- (ii) For eligible benefits, the Employee will pay 50% of the premium cost.

Remainder of article remains unchanged.

7. [NEW] LETTER OF UNDERSTANDING RE ADJUSTMENT TO LAB INSTRUCTOR COMPENSATION

- (a) The parties agree to adjust the salary grid used to compensate Lab Instructors by moving them from the schedule outlined in Article 22.9 to the schedule outlined in Article 22.8 effective April 1, 2021.
- (b) Placement of current Lab Instructors will be on the step immediately above their current rate of pay. For the existing 12 lab instructors it would involve movement to Step 10 of the faculty salary schedule.
- (c) All other aspects related to their employment will remain unchanged.
- (d) The title of Article 22.8 title will be adjusted from Faculty Schedule to Faculty and Lab Instructor Schedules
- (e) Each lab instructor will advance through the salary scale in the manner outlined in Article 22.3 of the collective agreement.

Article 22.9: Lab Instructor Schedules

The Lab Instructor Salary Schedules from April 1, 2014 to March 31, 2019, shall be the following:

Step	Apr-1/14 to Mar-31/15	Apr-1/15 ¹ to Jan-31/16	Feb-1/16 ¹ to Mar-31/16	Apr-1/16 ¹ to Jan-31/17	Feb-1/17 ^{1,2,3} to Mar-31/17	Apr-1/17 ^{1,2} to Jan-31/18	Feb-1/18 ^{1,2,3} to Mar-31/18	Apr-1/18 ^{1,2} to Jan-31/19	Feb-1/19 ^{1,2,3}
1	\$53,899.96	\$54,438.96	\$54,683.94	\$54,957.36	\$55,506.93	\$55,784.46	\$56,342.30	\$56,624.01	\$57,190.25
2	\$56,554.73	\$57,120.28	\$57,377.32	\$57,664.21	\$58,240.85	\$58,532.05	\$59,117.37	\$59,412.96	\$60,007.09
3	\$59,209.54	\$59,801.64	\$60,070.75	\$60,371.10	\$60,974.81	\$61,279.68	\$61,892.48	\$62,201.94	\$62,823.96
4	\$61,864.33	\$62,482.97	\$62,764.14	\$63,077.96	\$63,708.74	\$64,027.28	\$64,667.55	\$64,990.89	\$65,640.80
5	\$64,519.12	\$65,164.31	\$65,457.55	\$65,784.84	\$66,442.69	\$66,774.90	\$67,442.65	\$67,779.86	\$68,457.66
6	\$67,173.92	\$67,845.66	\$68,150.97	\$68,491.72	\$69,176.64	\$69,522.52	\$70,217.75	\$70,568.84	\$71,274.53
7	\$69,828.71	\$70,527.00	\$70,844.37	\$71,198.59	\$71,910.58	\$72,270.13	\$72,992.83	\$73,357.79	\$74,091.37
8	\$76,204.47	\$76,966.51	\$77,312.86	\$77,699.42	\$78,476.41	\$78,868.79	\$79,657.48	\$80,055.77	\$80,856.33

1. Effective the first day of the first full pay period after the first of the month

2. See Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

3. Annual wage rates to be determined depending on the ESD.

Revisions:

8. **ARTICLE 3.3: UNION DUES DEDUCTIONS**

- (a) Deductions shall be made bi-monthly for membership dues and for any assessments levied by the Association. Deductions shall be considered as owing in the month for which they were so deducted.
- (b) The Employer shall, within one (1) month, forward to the Association the total amount of deductions collected, together with a list of employees from whom deductions were made in that month, and with the amounts deducted from each employee. Reports provided electronically will include the following information for each employee:
 - (i) name (both legal and preferred);
 - (ii) employee ID number;
 - (iii) current job title;
 - (iv) UFV email address
 - (v) Employee Class (ECLS) code; and
 - (vi) total dues deducted for the reporting period.
- (c) The Association shall advise the Employer in writing of the amount to be deducted until changed by further written notice to the Employer by the Association.

9. **ARTICLE 25: LEAVES OTHER THAN DISABILITY LEAVES**

A. **ARTICLE 25.3 – PARENTAL LEAVE**

The provisions for ~~paid~~ **Maternity leave and/or** Parental leave are governed by the Employment Standards Act – Part 6, ~~and upon approval of Employment Insurance (EI).~~ ~~Leave of absence for parental leave shall be granted upon request in writing not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods. The two (2) months notice can be waived on medical grounds. Adoptive parents and the partner or spouse of a birth mother are eligible for parental leave. The benefits shall be available in the case of same sex partners.~~

(a) Maternity Leave

Unpaid Maternity leave shall be granted as follows:

- (i) A pregnant Type A or Type B employee is entitled to unpaid maternity leave up to seventeen (17) consecutive weeks.
- (ii) A pregnant Type C, D or auxiliary employee is entitled to an unpaid maternity leave for seventeen (17) consecutive weeks or the duration of their current contract, whichever is shorter.
- (iii) A employee who takes maternity leave will also be eligible for parental leave as provided for in Article 25.3(b). The combined entitlement is up to seventy-eight (78) weeks.
- (iv) An employee will apply in writing for maternity leave at least four weeks prior to the leave, stating the duration of the leave. An employee will provide a certificate from a medical doctor stating the estimated date of birth. This notice can be waived for medical reasons, if needed.
- (v) Maternity leave will normally commence thirteen (13) weeks prior to the estimated date of delivery, and no later than the actual birth date.

(b) Parental Leave

Unpaid parental leave shall be as follows:

- (i) For the parent who takes unpaid leave under Article 25.3(a), they will be entitled up to sixty-one (61) consecutive weeks of unpaid leave which must begin, unless the University and the employee agree otherwise, immediately after the leave under Article 25.3(a).
- (ii) For the parent, other than the adopting parent who does not take maternity leave under Article 25.3(a), they are entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks of the birth date of the child or children.
- (iii) For an adopting parent, they are entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks of the date the child or children are placed with the parent.

(iv) For Type C, D or auxiliary employees, they are entitled to an unpaid parental leave for the applicable terms, as above, or for the duration of their current contract, whichever is less.

(v) The employee shall provide the University with a minimum of four weeks written notice of intent to take parental leave and will provide information regarding entitlement to the leave, such as medical certification, or proof of adoption, as required. This notice can be waived for medical reasons, if needed.

~~(a) — Maternity Leave~~

~~A female Type B faculty or Type A staff member will be paid as follows:~~

~~(i) 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.~~

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

~~(iii) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.~~

~~(b) — Biological Father/Adoptive Parent~~

~~For a maximum of thirty-seven (37) weeks of parental leave a Type A or Type B employee shall receive the amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary for an employee who is the biological father or adoptive parent.~~

~~Parents seeking paid leave should contact Human Resources.~~

~~(c) — Unpaid Parental Leave of Absence~~

~~Unpaid leave of absence for Parental leave shall be granted to any UFV employee upon request in writing made not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with~~

~~semester periods. The two (2) months notice can be waived on medical grounds. Type C Employees shall be granted up to six (6) months.~~

~~Parents seeking unpaid leave should contact Human Resources.~~

(c) Supplemental Employment Benefit (SEB)

The University will provide a Supplementary Employment Benefit (SEB) Plan to Type A employees and Type B employees, in order to supplement Employment Insurance maternity benefits and/or Employment Insurance parental benefits as follows:

- (i) For the first week where no Maternity or Parental Employment Insurance is paid an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (ii) 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 benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (iii) For up to a maximum of thirty-five (35) weeks of parental leave, the employee shall receive an amount equal to the difference between the Standard Parental Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
- (iv) If the 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 Clause 25.3(c)(iii) 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.
- (v) For the last week of the leave, where no EI is received, the employee shall receive 100% of their salary calculated on their average base salary.
- (vi) The average base salary for the purpose of Article 25.3(c) 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.

(vii) Employees requesting leaves under this section shall provide the Employer with proof of entitlement to the leave, such as medical certification or proof of adoption. To receive SEB, the eligible employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

(viii) An employee is not entitled to receive supplemental employment benefits and disability benefits concurrently.

(d) Extended Maternity and/or Parental Leave Accommodation

An extended maternity and/or parental leave accommodation is a temporary workload reduction for a period of up to three years directly following the conclusion of a maternity and/or parental leave to enable employees to continue in the role of primary caregiver for their infants and very young children. This accommodation may be granted to any permanent, full-time (100%) employee upon written request to their area administrator, and made not less than two (2) months prior to the commencement of the accommodation. During this workload reduction all salary, benefits, pension contributions, vacation accrual and seniority will be based on pro-rated, full-time employment. Upon completion of the accommodation, employees must return to 100% full time, resign their position or seek alternative employment within UFV through the normal posting process.

B. [NEW] ARTICLE 25: CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

(a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leaves will not be unreasonably denied.

(b) Employees will provide the Employer with the dates of the days for which leave will be requested. Whenever possible, a minimum of two weeks' notice will be provided for leave under this provision.

C. ARTICLE 25.9 - COMPASSIONATE CARE LEAVE

~~As of January 4, 2004, the Employment Insurance (EI) Compassionate Care Benefit is available to EI-eligible workers who must be absent from work to provide care or support to a child, parent, spouse or common-law partner who has a serious medical condition with a significant risk of death within six months.~~

~~To be eligible for this benefit, employees must have worked 600 hours at their current job and obtain a medical certificate from the attending doctor or medical practitioner indicating the ill family member's condition and need for care.~~

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 per 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 family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must give the employer a copy of the certificate as soon as practicable.

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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the twenty-seven (27) period in accordance with the Employment Standards Act, the required certificate criteria outlined within the Act.

Renumber as required.

D. ARTICLE 25.6: POLITICAL LEAVE

- (a) If employees are nominated as candidates for election at the federal, provincial, or municipal level, or Aboriginal governance, they may be entitled to leave of absence without pay to engage in the election campaign, if they apply for such leave. This leave may be for a proportion of the employee's regular duty load.
- (b) If elected to full-time office, employees may be eligible for leaves of absence without pay for a period of one (1) year, and such leaves may, upon application, be renewed each year during their term of office, to a maximum of five (5) years. These leaves may be for a proportion of the employee's regular duty load.
- (c) The employee shall give one (1) month notice of intention to apply for a leave of absence under this section by notifying in writing the appropriate senior administrator and the Association.
- (d) Such leave is, however, subject to the discretion of the President who will satisfy himself or herself, in consultation with the department chair or appropriate administrative supervisor, that UFV will not suffer unduly as a result.
- (e) A faculty employee teaching in the university transfer or career technical areas returning from political leave shall re-enter at the beginning of the next recognized semester. Other employees returning from political leave shall re-enter at the Employer's earliest convenience, but not later than four (4) months from the date of the employee's written notification to re-enter.
- (f) The parties agree that Article 25.6 (Political Leave) may be applied to duties that include non-elected Aboriginal governance.

E. [NEW] ARTICLE 25: LEAVE RESPECTING THE DISAPPEARANCE OF A CHILD

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment

Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

F. [NEW] ARTICLE 25: LEAVE RESPECTING THE DEATH OF A CHILD

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

G. [NEW] ARTICLE 25: LEAVE FOR DOMESTIC VIOLENCE

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

(a) Up to 10 days of unpaid leave to be taken in units of one or more days or in one continuous period; and

(b) In addition to the period of time referred to above, up to 15 weeks of unpaid leave.

Notwithstanding the above, effective July 1, 2020 the Institution will provide leave with pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Institution will provide such leave consistent with legislation. (No stacking of entitlements)

Renumber as required.

10. ARTICLE 28: BENEFITS

Not to be included in the collective agreement the following extended health benefit improvements will apply subject to insured provider governance:

- Hearing Aids

Effective July 1, 2020, increase Extended Health Care coverage for hearing aids from \$600 every 5 years to \$1,000 every 3 years.

- Eye Exams

Effective July 1, 2020, eye exam coverage of \$100 every 2 years.

11. 11. ARTICLE 17.3: SHIFT PREMIUMS

(c) All staff positions will be paid:

- (i) one dollar (\$1.00) per hour worked for the afternoon rate;
- (ii) one dollar (\$1.00) per hour worked for the night rate.

Effective June 1, 2020, all staff positions will be paid:

- (i) one dollar and 50 cents (\$1.50) per hour worked for the afternoon rate;
- (ii) one dollar and 50 cents (\$1.50) per hour worked for the night rate.

All other aspects of this article remain unchanged.

12. ARTICLE 18: WORKING CONDITIONS FOR TEACHING FACULTY

18.1 The University of the Fraser Valley is a primarily undergraduate, teaching university. Therefore, while recognizing that the professional obligations and commitments of its Teaching Faculty members fall into the categories of teaching, scholarship and service, the parties recognize that the assignment or distribution of workload must be in accordance with the principle that teaching is the primary obligation and commitment of all Teaching Faculty at UFV. With this understanding, all these activities shall form the basis of departmental considerations in developing workload assignments which are reasonable and equitable.

18.2 Teaching Faculty Duties

(a) Teaching

Teaching includes scheduled and unscheduled teaching, as well as maintenance of academic and professional currency.

- Scheduled teaching consists of the development and delivery of courses, including lectures, seminars, laboratories, clinical supervision, online or hybrid course delivery, whether in classroom,

laboratories, open or closed shops and/or studios. The work for such courses entails course design and preparation, evaluation, marking and grading, student consultation and advice and where possible, the incorporation of Indigenous ways of knowing and being into course content and activities.

- Scheduled teaching for Laboratory instructors is the teaching of laboratory section component of courses designed and delivered as lecture/laboratory courses in the departments of Biology, Chemistry, Physics, Geography and Kinesiology.
- Unscheduled teaching may include, but is not limited to, supervision of research theses and projects, practica, internships, field or study tours, directed, and independent studies and mentoring and counselling students on academic matters

(b) Service

Service may involve activities that are performed at the level of the department or area, the institution, or the wider community served by UFV, including but not restricted to the following activities:

- Participation in department, faculty and university governance
- Service on regional, national and international committees and other professional organizations
- Administrative and non-teaching responsibilities within the University
- Participation in the Faculty and Staff Association, its processes and committees
- Creation, development, evaluation and revision of academic programs
- Community service where the individual has made an essentially non-remunerative contribution by virtue of particular academic competence.
- Active participation in Indigenous community building, activities and events.

(c) Scholarship and Scholarly Activity

Scholarly work is intellectual and academic work that is undertaken for the benefit of one's professional development, students, peers, and/or the community or society. Faculty are responsible for reporting on these activities to the university. Scholarship and scholarly activity may include, but is not necessarily limited to:

- Writing and publishing of books, articles, and training or user manuals
- Conducting research
- Reviewing journals, books or productions
- Compiling scholarly bibliographies and annotated resource lists
- Developing and disseminating innovative teaching and learning strategies
- Creation of resources or programs to support teaching
- Creating a work of art such as a sculpture or painting, producing/directing a play, or writing a novel
- Translating material of scholarly interest
- Developing primary and secondary texts and learning materials
- Developing curriculum and courses
- Contributing to the scholarship of teaching and learning
- Developing and disseminating intellectual or academic work through presenting workshops or papers at a conference
- Inventing or enhancing a piece of equipment or a physical instrument
- Indigenization of curriculum and classroom activities including research and application of Indigenous ways of knowing and being and related adaptation of curriculum and classroom activities.

13. **ARTICLE 32: AGREEMENT COMMITTEE LABOUR AND MANAGEMENT COMMITTEE**

32.1 Composition Consultation, Duration Constitution and Schedule

- (a) The Agreement Labour and Management Committee shall be composed of ~~two (2)~~ four (4) representatives of the Employer and ~~two (2)~~ four (4) representatives of the Association provided that alternate representatives may be appointed from time to time. ~~If possible, at least one (1) of the representatives of the Association and one (1) representative of the Employer will have been members of their respective Negotiating Committees for this Agreement.~~

~~The Committee shall be constituted within one (1) month of the signing of the Agreement, and shall continue for the duration of this Agreement.~~

- (b) The Committee shall meet on a monthly basis from September to June, ~~as often as is necessary, at the request of either party, to discuss and~~

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~~make recommendations on:~~ The parties will meet in recognition of the mutual benefit of open and positive communications.

- ~~(i) — problems of Agreement interpretation;~~
- ~~(ii) — matters of employer or Human Resources arising out of this Agreement;~~
- ~~(iii) — amendments to the current Agreement;~~
- ~~(iv) — policy matters under consideration by the Employer which may affect working conditions or other aspects of employment covered under this Agreement.~~

32.2 List of Reports to the Labour and Management Committee

The University will provide the following reports to the Labour and Management Committee (LAM) on an annual basis, not normally later than May 31:

- ~~(a)(5)~~ Under Article 12.9(h), a report of the number and distribution of Limited Term Appointments made in the previous academic year.
- ~~(b)(4)~~ Under Article 12.11(a)(ii), a report of teaching sections budgeted to be taught by Sessional and Limited Term Faculty in the year prior to the report. Data will include Sessional use by each department or program.
- ~~(c)(2)~~ Under Article 12.17, a report of the student work hours and positions for the previous academic year.
- ~~(d)~~ Under Article 17.12(c), a report of the names of all less than 100% employees submitting time sheets.
- ~~(e)(3)~~ Under Article 18.14, Step 7, a report of all overloads assigned in excess of allowable overloads per academic year.
- ~~(g)(4)~~ Under Article 18.16, a report listing all Department Head releases, stipends and compensation in lieu of releases for the previous academic year.

~~32.2~~ Policy Matters

~~In order to give appropriate consideration to policy matters, the Agreement Committee shall be provided by the Administration with all necessary information regarding the general procedures which will be used to implement proposed UFV policy.~~

14. **APPENDIX A: LETTER OF UNDERSTANDING ON THE COMPUTER PURCHASE PLAN**

UFV agrees to open the Computer Purchase Plan for the duration of this contract (one application per employee per fiscal year).

Applications will be accepted from April 1, ~~2014~~ 2019 to March 31, ~~2019~~ 2022.

Should applications exceed 80, the Association Negotiations Chair and the Associate Vice President of Human Resources will review to see if it is still fiscally possible to continue offering the plan or if some applications will be postponed to the next fiscal year.

The maximum dollar value is limited to \$2,000.00. Exceptions will be considered by the Assistant Vice President of Human Resources.

15. **APPENDIX B: LETTER OF AGREEMENT ON DEVELOPMENT ALLOWANCE ADJUSTMENT**

~~DELETE~~

~~LETTER OF AGREEMENT ON DEVELOPMENT ALLOWANCE ADJUSTMENT~~

~~It is agreed that for the duration of the 2012-2014 contract those employees in the faculty component who have reached the top step of their scale between April 1, 2003 and March 31, 2004 shall receive a \$700 per FTE increase in the Training and Development Allowance. This payment to be made after metrics are provided to PSEA and PSEC showing productivity savings have been achieved. Directors are not included.~~

16. **APPENDIX C: LETTER OF AGREEMENT ON SUSPENSION OF LAYOFF PROVISIONS FOR TENURED AND TENURE-TRACK TEACHING FACULTY MEMBERS**

The University and the UFV Faculty and Staff Association agree to suspend the application of Articles 16.1, 16.4 and 16.5 for the Tenured and Tenure-track teaching faculty members for the duration of the ~~2014-2019~~ 2019-2022 Collective Agreement.

The provisions of Article 12.7(d) will apply. The parties further agree to review Article 16 to determine the revisions necessary to accord with the layoff provisions for Tenured and Tenure track faculty members in Article 12.7(d) and make a set of recommendations for consideration by the parties' respective ~~principles~~ principals for the next round of negotiations.

17. APPENDIX D: LETTER OF AGREEMENT ON SHIFT PREMIUM RATE FOR NIGHT SHIFT

While Article 17.3 refers to a night shift rate (00:00 – 07:59:59 inclusive), UFV currently does not regularly assign employees to work during these hours.

In the event that UFV wishes to regularly assign employees to work during these hours, the parties agree that prior to implementation, any premium rates being considered that are higher than Article 17.3 are subject to the approval of the parties' respective principals.

18. APPENDIX E: LIST OF REPORTS TO THE LABOUR AND MANAGEMENT COMMITTEE (LAM)

DELETE, MOVE into 32.2

19. APPENDIX F: LETTER OF AGREEMENT ON THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

It is agreed that the parties will direct the Joint Occupational Health and Safety Committee (JOHSC) Employer Chair and Association Co-chairs to work with the JOHSC to review and, as necessary, re-draft up-to-date Terms of References that are in compliance with the BC *Workers Compensation Act*, and *Occupational Health and Safety Regulation* and University policies.

It is further agreed that the JOHSC will report the final Terms of Reference to the Labour-

Management Committee by December 1, 2016 for review and advice prior to implementation.

20. APPENDIX G: JOINT PROFESSIONAL DEVELOPMENT COMMITTEE GUIDELINES FOR STAFF ASSISTED EDUCATIONAL LEAVE

- (a) Staff assisted educational leave will be granted for certificates, diplomas, undergraduate degrees, and master's degrees. Areas of study within master's degrees must be job related, or be related to preparation for career laddering at UFV. Educational leaves for master's degrees will only be approved for either one long-term or short-term leave. Additional leaves for master's degrees will not be granted. Priority of an educational leave application will be given to certificates, diplomas, or undergraduate degrees. Otherwise, ranking for approved Education Leaves will be based on seniority.
- (b) An applicant submitting a plan to achieve a second certificate or diploma must demonstrate the necessity of the combination of certificates or diplomas to the attainment of his or her career goals at UFV.
- (c) An applicant holding an undergraduate degree will not be approved to pursue studies which lead to another degree at this level.

21. APPENDIX H: LETTER OF UNDERSTANDING ON SCIENCE LABORATORY FACULTY

The parties agree to form a committee composed of three members of UFV management and three members of the FSA to develop recommendations to enable an effective incorporation of Science Laboratory Faculty into the body of B Teaching Faculty.

The Committee will be tasked with developing recommendations for contract language concerning course assignment and qualifications, compensation on the Regular Faculty Scale, and tenure and promotion for Science Laboratory Faculty. It is agreed that recommendations will respect the need for program effectiveness and efficiency.

The Committee will be formed within two (2) months of ratification of the collective agreement, and will establish a regular meeting schedule. The Committee will provide its recommendations to the parties on or before October 31, 2019; however, it is expected that the work of the committee will conclude within one year of ratification of the agreement.

Recommendations by the committee will be subject to ratification by the parties in the next round of collective bargaining.

22. APPENDIX I: LETTER OF AGREEMENT ON THE APPLICATION OF ARTICLES 18.5 AND ARTICLE 18.6 TO LECTURE AND LABORATORY FACULTY IN THE DEPARTMENT OF GEOGRAPHY

The University and the UFV Faculty and Staff Association agree that the application of the provisions of Article 18.5 and 18.6 to lecture and laboratory faculty in the Department of Geography will be effective commencing with the 2016-17 Academic Year.

23. APPENDIX J: LETTER OF AGREEMENT ON QUALIFIED SESSIONALS

For the duration of the ~~2014-19~~ **2019-2022** collective agreement, when a sessional faculty member has applied to a departmental/area Standing SAC to teach a course or courses, and has been deemed qualified, the relevant department will maintain that information on file for consideration when courses are assigned to sessional faculty pursuant to Article 18.14 (Assignment of Courses for Faculty). To the extent that this process conflicts with any other provision of the collective agreement, that other provision will prevail. This process is conducted on a trial basis and is not grievable. The process associated with this Letter of Agreement will be completed by March 31, ~~2019~~ **2022**, when this LOA will expire unless extended by mutual agreement.

24. [RENEW] LOU RE TERMS AND PROCEDURES FOR TENURE AND PROMOTION OF UFV FACULTY

Effective the date of approval of this Letter of Understanding (LOU), the employer and the Association agree that the Terms and Procedures for Tenure and Promotion of UFV Faculty set out in the Appendix to this LOU will apply and will be incorporated into the collective agreement which will commence in 2014 as follows:

1. The Terms and Procedures for Tenure and Promotion of UFV Faculty set out in the Appendix to this Letter of Understanding will become effective on the date of approval of the Standards for Tenure and Promotion by the UFV Senate.
2. The parties agree that a review of the Terms and Procedures for Tenure and Promotion of UFV Faculty set out in the Appendix to this Letter of Understanding will take place during the term of the collective agreement commencing in 2014. This purpose of the review will be to identify modifications the parties agree are necessary to clarify the terms and/or address non-material procedural problems. Preferably the review will take place two years after the procedures are implemented.

3. The review will be carried out by a four-person committee, with two members appointed by the FSA and two members appointed by the employer. The parties agree that all committee members will be familiar with the terms and procedures and that at least one member will have served during the previous two years as chair of one of the Tenure and Promotion committees of faculty and/or Senate.
4. The parties anticipate that Senate approval of the Standards for Tenure and Promotion of UFV Faculty will be complete no later than December 31, 2014, leading to a January 1, 2015 implementation date for the Terms and Procedures for Tenure and Promotion of UFV Faculty. The review committee would therefore commence its work on January 1, 2017 and deliver its report to the LAM committee on April 30, 2017. After reviewing the report, the LAM Committee will refer recommended modifications to the Agreements Committee of the UFV/FSA Collective Agreement and to the parties' principals for approval with the intention of enabling changes to be in place prior to the August 1 normal appointment date for new faculty. The actual dates for the review will be established by LAM with the intent of enabling changes before the normal August 1 Start date for UFV faculty.
6. Where the parties do not agree on a recommended modification or modifications to the Terms and Procedures for Tenure and Promotion of UFV Faculty, the parties agree that the relevant language set out in this Letter of Understanding will remain in effect, and that the recommendations will serve to inform the principals to this agreement with respect to future negotiations.

Signed October 30, 2014

25. [NEW] LOU EMPLOYMENT OF ABORIGINAL PEOPLE

The parties recognize that Aboriginal employees are under-represented in the post-secondary education system.

The Employer and the Association will work collaboratively to apply to the Human Rights Commissioner under Section 42 of the Human Rights Code to request approval for a special program that would serve to attract and retain Aboriginal employees.

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26. [NEW] LOU RE MEDICAL SERVICES PLAN

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.

27. [NEW] LETTER OF UNDERSTANDING: JOINT TASKFORCE: CLASS SIZE REVIEW

As provided for in Article 18.12, the parties agree to establish a Joint Taskforce on Class Size by September 1, 2020.

The committee shall be equally represented and shall consist of:

- 6 Employer Representatives;
- 6 Association Representatives;

Either party may bring experts with the agreement of the other party.

The purpose of the Taskforce is to review the current class size for all courses.

The work of the committee will conclude on March 31, 2022. At such time, recommendations will be submitted to the parties' respective principals for review and ratification as part of the collective agreement's renewal process. For the University, the principals include the UFV Board and the PSEA Board of Directors.

28. [NEW] LETTER OF UNDERSTANDING: JOINT COMMITTEE TO REVIEW STAFF PERFORMANCE EVALUATION PROCESS AND DEVELOPMENT OF A PROFESSIONAL GROWTH PLAN PILOT

The parties agree to establish a joint committee to review and discuss the performance evaluation process for staff. The committee will make recommendation to inform the next round of collective bargaining.

- (a) This review includes reviewing the current method of evaluation, as well as the processes and forms and timing intervals outlined in the collective agreement.
- (b) The review will include both the probationary and ongoing performance evaluation process.

(c) The parties also agree to work together to develop a growth plan pilot for staff, which is intended to provide a positive alternative to the formal performance evaluation process. The growth plan pilot will begin on January 1, 2021 and is intended to assist in the development of proposals in the next round of collective bargaining.

(d) The parties agree that it is likely that concurrent discussion about the formal evaluation process and the growth plan pilot will occur.

29. [NEW] LETTER OF UNDERSTANDING: JOINT COMMITTEE TO REVIEW SESSIONAL AND LTA COMPENSATION

The parties agree to strike a Committee to review and discuss sessional and LTA compensation. The framework will include:

(a) A review of the current sessional and LTA salary scales and an analysis and comparison of the existing UFV scales

(b) A review of the criteria currently used for scale placement and progression on the salary scale for all existing sessional faculty and all new faculty hires;

(c) Review of options and alternatives to create a new pay formula. The Committee may quantify the cost estimates related to these options.

The Committee shall be equally represented and shall consist of three (3) representatives selected by the Employer, none of whom shall be Association members, and three (3) representatives selected by the Association.

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

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SCHEDULE B

PACKAGE

The following proposals within Schedule B form a package related to the unlocking and use of the SIA Funds for faculty and staff:

1. ARTICLE 12 APPOINTMENTS

12.15 Evaluation of Senior Administrators

The evaluation model applies to all excluded senior administrators with the exception of the President. ~~The process consists of an early formative evaluation and a subsequent first term summative evaluation. Thereafter, regular evaluations will be conducted on a three year cycle.~~

~~All evaluations are intended to evaluate progress toward previously established objectives and general administrative competencies. Both the formative evaluation and the summative evaluation will use the same evaluation tool and process of collecting information.~~

~~(a) Purposes and Times for Evaluation:~~

~~(i) Formative Evaluation~~

~~1. The purposes of the formative evaluation are to give information to individuals early in their first term of appointment which will assist them in meeting the performance goals and expectations of the position; and to provide information which will assist the Supervisor in working with the individual to identify strategies to enhance current competencies or correct performance issues.~~

~~2. A formative evaluation will be completed within six months following the completion of the first year (12 months) of an initial appointment.~~

~~(ii) Summative Evaluation~~

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1. ~~The purposes of the summative evaluation are as above for Formative Evaluations: to give information to individuals which will assist them in meeting the performance goals and expectations of the position; and to provide information which will assist the Supervisor in working with the individual to identify strategies to enhance current competencies or correct performance issues.~~
2. ~~Additionally, the purpose of the Summative Evaluation is to provide information about an individual's suitability for appointment or continuing appointment.~~
3. ~~A Summative evaluation will be conducted within six (6) months of the end of the third year of an initial appointment.~~
4. ~~In no cases should individuals be reappointed or continued in an appointment following a second consecutive unsatisfactory evaluation.~~

~~(b) Evaluation Procedures~~

- ~~(i) Human Resources will initiate the evaluation process at the agreed to times.~~
- ~~(ii) Evaluations will be conducted by an individual's immediate supervisor, with input from employees across the institution and from people external to UFV who have knowledge of the individual's performance in the senior administrative role. The individual may also submit a self-evaluative report.~~
- ~~(iii) Evaluation will be on general administrative competencies and on progress toward previously established objectives.~~
- ~~(iv) Progress toward established objectives~~
 1. ~~The supervisor will evaluate the individual on progress toward objectives established at the time of appointment to the position, or subsequently. The supervisor may consult with individuals both within and outside of UFV who may be expected to have knowledge of the individual's performance.~~

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~~(v) General Competencies~~

- ~~1. General competency will be evaluated with the aid of an evaluation form which calls for rating and solicits written comments. The form will include examples of indicators of each competency.~~
- ~~2. The data will be compiled and provided to the supervisor and the individual being evaluated in a format that protects the confidentiality of the rater. Those completing evaluation forms will be asked to indicate their work relationship to the person being evaluated.~~
3. Once every three (3) years, feedback will be solicited explicitly from all those currently working for ~~or with~~ the individual being evaluated. ~~however, all employees will have the opportunity to fill out the general competency evaluation form if they wish.~~

2. ARTICLE 11: VACANCIES WITHIN THE BARGAINING UNIT

11.6 Selection Advisory Committee

The Employer shall maintain a selection advisory committee procedure, and shall make the details of this procedure widely available through a document titled "Selection Advisory Committee Procedure". Any changes to this policy or procedure need the approval of the Association and the Employer.

The policy supplements any processes and procedures in this clause.

The Employer shall electronically post all vacant positions, and will notify the Association ~~supply the appropriate Association Contract Administrator a designate, with a copy of the position posting at the same time that the position is posted.~~

Appointment of employees will be made by the Employer after consultation with employees in the appropriate area with respect to the criteria for the position and qualifications of the candidates.

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- (a) Consultation shall take place through a Selection Advisory Committee (SAC). At least fifty percent (50%) of the membership of the Selection

Advisory Committee shall be members of the area's Standing SAC
~~chosen by and from employees in the appropriate area.~~

(b) The Standing SAC members shall be the Association representatives on the selection committee.

(c) The Selection Committee chair will be appointed by the employer.

(d) The employer or designate(s), including the chair shall serve as the University representative(s) on the selection committee.

(b)(e) On any SAC, a request for additional representatives from outside the area may be made by either the Employer or the Employer's representative (SAC Chair) or by the Association. Such appointments to the SAC will be made by Human Resources in consultation with the Association, with the SAC member appointed as a University representative.

~~(c) For the purposes of nominating and electing University members to an SAC, the appropriate areas are defined as follows:~~

~~Faculty:~~

~~instructional Faculty SAC's: All Type "B" and Type "A" members of the department/functional area.~~

~~Academic Support Faculty SAC's: All Type "B" and Type "A" members of the department/functional area.~~

~~Director (non instructional) SAC's: All Type "B" and Type "A" member.~~

~~Staff:~~

~~All members on a Type "A" contract, and all Type "B" members of the department/functional area.~~

~~(d) The Employer shall be responsible for conducting elections or making appointments to a Selection Advisory Committee not later than the expiry date of the position vacancy posting.~~

~~(e) With the agreement of the appropriate Contract Administrator, the Employer may appoint all members to the Selection Advisory Committee in exceptional circumstances.~~

- (f) Standing Selection Advisory Committees for the purpose of work allocation or the hiring of Limited Term and Sessional **faculty and staff positions** will be formed for each department or functional area by the Employer no later than April 15th each academic year. The Standing SAC will consist of 3-7 employees within the department or functional area. The Employer shall be responsible for conducting elections to the Standing SAC. The standing SAC will be formed by the Employer no later than September 15 each academic year. Members of the standing SAC will not be required to participate in all competitions, a subset of the standing SAC will be assigned to individual competitions.
- (g) All Type A and Type B employees within the department or functional area are eligible to nominate, be nominated and elected to the Standing SAC.
- (h) Where the employer or Standing SAC demonstrates that the Standing SAC members do not have appropriate knowledge or background for a selection, the standing SAC members or employer may request that an election for the committee be held.
- ~~(d)~~(i) The Employer shall be responsible for conducting elections or making appointments to a Selection Advisory Committee **when required in 11.6(h)**. All Type A and Type B employees within the department or functional area are eligible to nominate, be nominated and elected to the SAC.
- (i) The Employer shall issue a call for nominations from among the eligible members of a department or functional area. Employees will be given up to four working days to respond. If an insufficient number of individuals are nominated, the employer will identify a member of the department to serve on the SAC.
- ~~(e)~~(k) With the agreement of the appropriate Contract Administrator, the Employer may appoint all members to the Selection Advisory Committee in exceptional circumstances.
- ~~(g)~~(l) Where time is of the essence, the Selection Advisory committee may be waived in the hiring of Limited Term and Sessional faculty. When this article is used, the Administrator shall provide the Human Resources Department and Contract Administrator with a brief written explanation

as to why this clause is being invoked, prior to the issuing of the contract of employment.

3. 3. USE OF SIA FUNDS FOR STAFF

A. A. STAFF WAGE RATES AND SALARY SCHEDULES

21.9 Auxiliary II Employees: Rate of Pay

- (a) Effective April 1, 2019, Auxiliary II employees will be paid on ~~Group 1~~ Staff Salary Scale Group 3 (Staff Wage rates and Salary Schedules, Article 21.12).
- (b) Auxiliary II employees will receive 4% in lieu of access to benefits.
- (c) Auxiliary II employees will have access to In-House Professional Development per Article 24.3 (Classification of Professional Development).

B. [NEW] LOU RE: INFORMATION TECHNOLOGY (IT) PROFESSIONAL SALARY SCALE

- (a) In recognition of the recruitment and retention issues for select Information Technology positions, the parties agree to the following Information Technology Professional Salary Scale.

Effective April 1, 2020

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>1</u>	<u>61,656.64</u>	<u>67,514.02</u>	<u>73,927.86</u>
<u>2</u>	<u>66,280.89</u>	<u>72,577.58</u>	<u>79,472.44</u>
<u>3</u>	<u>71,251.96</u>	<u>78,020.90</u>	<u>85,432.88</u>
<u>4</u>	<u>76,595.85</u>	<u>83,872.46</u>	<u>91,840.34</u>
<u>5</u>	<u>82,340.54</u>	<u>90,162.90</u>	<u>98,728.37</u>
<u>6</u>	<u>88,516.09</u>	<u>96,925.11</u>	<u>106,132.99</u>

Effective April 1, 2021, the Information Technology Professional Salary Scale shall be increased by 2% and reflected as below:

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>1</u>	<u>62,889.77</u>	<u>68,864.30</u>	<u>75,406.42</u>
<u>2</u>	<u>67,606.51</u>	<u>74,029.13</u>	<u>81,061.89</u>
<u>3</u>	<u>72,677.00</u>	<u>79,581.32</u>	<u>87,141.54</u>

<u>4</u>	<u>78,127.77</u>	<u>85,549.91</u>	<u>93,677.15</u>
<u>5</u>	<u>83,987.35</u>	<u>91,966.16</u>	<u>100,702.94</u>
<u>6</u>	<u>90,286.41</u>	<u>98,863.61</u>	<u>108,255.65</u>

(b) Job Classification

<u>Group</u>	<u>Job Position Title</u>
<u>1</u>	<ul style="list-style-type: none"> • <u>Analyst, Information Technology Systems</u> • <u>Analyst, Programmer</u>
<u>2</u>	<ul style="list-style-type: none"> • <u>Coordinator, IT Department</u> • <u>Analyst II, Information Technology Network</u> • <u>Senior Technical Analyst</u> • <u>Analyst, Information Technology Server</u>
<u>3</u>	<ul style="list-style-type: none"> • <u>Analyst, Systems</u>
<u>4</u>	<ul style="list-style-type: none"> • <u>Team Lead, Information Technology Servers</u> • <u>Team Lead, Information Technology Networks</u> • <u>Team Lead, Information Technology Systems</u>
<u>5</u>	<ul style="list-style-type: none"> • <u>Analyst, Web Applications</u> • <u>Administrator, Database</u>
<u>6</u>	<ul style="list-style-type: none"> • <u>Network Architect</u> • <u>Application Integration Architect</u> • <u>Business Architect</u>

(c) The Information Technology Professional Salary Scale will apply to current and future incumbents holding the above noted job position titles.

(d) On a without prejudice and precedent basis effective April 1, 2020, in the event that a current employee who is to be moved to the Information Technology Professional Salary Scale has a salary on the Staff Salary Scale or a combined salary and stipend that exceeds that employee's appropriate step on the Information Technology Professional Salary Scale, the employee will have their salary or combined salary and stipend red circled and not receive any increases until such time as their salary is equal to the appropriate step on the Information Technology Professional Salary Scale.

(e) With the exception of employees covered by item 4, effective April 1, 2020, any stipends previously associated with any of the positions listed above in item 2 shall no longer be payable.

(f) The Information Technology Professional Salary Scale is based on 100% FTE. In the event it is less than 100% FTE, the salary will be prorated accordingly.

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(g) This letter of understanding is made on a without prejudice and precedent basis, and cannot be relied upon as an interpretation of the positions or the job evaluation process/system.

C. [NEW] LOU - SERVICE IMPROVEMENT TRAINING FUND

There shall be a Service Improvement Training Fund established for continuing support staff employees which is distinct from the Professional Development Funds outlined in Article 24.3. The Service Improvement Training Fund is for specific types of employee training and professional development activities that would enhance the delivery of services to students.

Examples of appropriate activities include, but are not limited to:

- Indigenous cultural competencies,
- mental health and crisis management,
- accommodations and other training to support accessible learning for persons with disabilities, communications, conflict resolution, etc.

The University and the Association will meet once per year to discuss training activities and opportunities that are relevant to this purpose. The funding amounts will be in accordance with the following schedule:

<u>On April 1, 2020</u>	<u>On April 1, 2021</u>
<u>\$32,000</u>	<u>\$36,500</u>

Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. Funds not allocated within the fiscal year will be carried over for one year only. The April 1, 2021 amount (see above) represents ongoing funding for this initiative.

4. USE OF SIA FUNDS FOR FACULTY

A. [NEW] LOU RE SESSIONAL AND LTA PAY SCHEDULE ADJUSTMENT

A labour market adjustment will be applied to Sessional and Limited Term Appointment pay of .75% on April 1, 2019, .75% on April 1, 2020 and .75% on April 1, 2021 to sessional and LTA pay schedules

- Sessional Schedules (22.13)

- Sessional Lab Rate
- Type B and Temporary Faculty Hourly Schedule (22.14)
- UUP Sessional Salary Scale
- ESL Sessional Salary Scale
- Continuing Education Non- Credit Program Hourly Rate – Faculty (Article 31.7)
- Continuing Education Auxiliary Rates – Faculty (Article 31.7)
- Limited Term Appointment Schedules (22.12)

This adjustment is in addition to the negotiated General Wage Increases.

B. [NEW] ARTICLE 24.12: SPECIAL PURPOSE – FACULTY/STUDENT RESEARCH AND SCHOLARLY ACTIVITY FUND

To support student active involvement and academic development with faculty research and scholarly activity, a fund will be established annually in the following manner

- (a) For Type B Teaching Faculty (Article 18), Academic Support Faculty (Article 19) and Directors (Article 20) within the bargaining unit shall be able to access the fund to support research projects and scholarly activity that actively involve both undergraduate or graduate students.

<u>Year 1: April 1, 2019</u>	<u>Year 2: April 1, 2020</u>	<u>Year 3: April 1, 2021</u>
<u>\$19,000</u>	<u>\$36,000</u>	<u>\$50,000</u>

For years 1 and 2, unspent allocations shall be carried over. Unspent allocations for year 3 shall be carried over for one year only. Funding amount in year 3 represents ongoing funding for this initiative.

- (b) The research or scholarly activity must occur during the academic year in which the funds are allocated.
- (c) A written application, submitted to and approved by the AVP Research, Engagement and Graduate Studies Department is required to access the funds.
- (d) Only those applications that directly and actively involve students will be considered.
- (e) Funds allocated may be used to hire students to support faculty research and scholarly activity and may also be used for other aspects of the research project.

(f) Funds are not to be used to enhance employee wages.

(g) Allocation of Special Purpose – Faculty/Student Research and Scholarly Activity Fund

(i) Full-time faculty can access up to \$4000.00 per fiscal year. Employees less than 100% are pro-rated.

(ii) A faculty member can access up to two full years of fund by borrowing all or a portion from the next fiscal year.

C. [NEW] ARTICLE 22.12 LIMITED TERM APPOINTMENT SCHEDULES

Effective April 1, 2021, the salary schedule for Step 1 LTA will be increased by \$2200.00 and the new scale will be as follows:

		<u>April 1, 2019</u>	<u>April 1, 2020</u>	<u>April 1, 2021</u>
<u>Step</u>	<u>Qualifications</u>	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
<u>1</u>	<u>Minimum Masters</u>	<u>\$59,639.77</u>	<u>\$61,279.86</u>	<u>\$65,165.06</u>
<u>2</u>	<u>Minimum PhD</u>	<u>\$62,577.25</u>	<u>\$64,298.12</u>	<u>\$66,066.32</u>