

## Memorandum of Agreement (MOA)

### MEMORANDUM OF AGREEMENT

between the

Vancouver Island University  
(hereinafter called "the Employer")

and the

BCGEU  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF VANCOUVER ISLAND UNIVERSITY, ACTING ON BEHALF OF THE 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 BCGEU (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION 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. Appendix "A"**

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


**5. 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 \_\_\_\_ day of \_\_\_\_\_, 2020.

BARGAINING REPRESENTATIVES  
THE FOR THE EMPLOYER:

  
\_\_\_\_\_

Patricia Elliott

  
\_\_\_\_\_

Glynis Steen

BARGAINING REPRESENTATIVES  
FOR THE UNION:

  
\_\_\_\_\_

Shannon Murray

  
\_\_\_\_\_

Daryl Pushor

## Appendix A

1. **Salaries** - All rates of pay in Appendix A1 (Provincial Salary Scale) and Appendix A2 (2% Salary Stipend) of the collective agreement shall be increased by the following percentages effective on the dates indicated:
  - (a) Effective April 01, 2019 all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2019 shall be increased by two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019.
  - (b) Effective April 1, 2020, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2020 shall be increased by two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020.
  - (c) Effective April 1, 2021, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2021 shall be increased by two percent (2%).

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

2. **Chair Stipend** - The Chair Stipend currently in place for faculty administrative positions that are occupied by faculty covered by Article 24.3 of the collective agreement shall be increased by the following percentages on the dates indicated:
  - (a) Effective April 01, 2019, the biweekly stipend which was in effect on March 31, 2019 shall be increased by two percent (2%).
  - (b) Effective April 01, 2020, the biweekly stipend which was in effect on March 31, 2020 shall be increased by two percent (2%).
  - (c) Effective April 01, 2021, the biweekly stipend which was in effect on March 31, 2021 shall be increased by two percent (2%).

The new rates shall be rounded to the nearest whole cent. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

### 3. ARTICLE 19 - MATERNITY AND PARENTAL LEAVE

Change language as follows:

#### 19.1 Maternity Leave

A pregnant faculty member will qualify for maternity leave.

(a) Upon request, the faculty member will be granted a leave of absence, without pay, for a period of ~~not more than six (6) months~~ **up to seventeen (17) consecutive weeks**. In the case of a term faculty member, leave of absence without pay will be granted for a period of ~~six (6) months~~ **up to seventeen (17) consecutive weeks** or for the duration of the term appointment if less than ~~six (6) months~~ **seventeen (17) consecutive weeks** remains of the faculty member's term appointment from the date of the commencement of the above leave of absence.

(b) The period of maternity leave without pay may commence ~~eleven~~ **thirteen (13)** weeks before the expected date of birth, ~~and no or a later~~ **than the actual birth date** ~~date at the faculty member's request~~. The Employer may require the faculty member to commence the leave where the duties of the faculty member cannot reasonably be performed because of the pregnancy, and to continue the leave until the faculty member provides a certificate from a medical practitioner stating ~~she is~~ **they are** able to perform ~~her~~ **their** duties.

(c) Regardless of the commencement date of the leave of absence, the leave shall not end before the expiration of six (6) **consecutive** weeks following the actual date of birth of the child, unless the faculty member requests a shorter period.

(d) A request for a shorter period must be submitted in writing to the Employer at least one (1) week before the date the faculty member indicates ~~she~~ **they** intends to return to work, and the faculty member must furnish the Employer with a certificate from a medical practitioner stating that ~~she is~~ **they are** able to resume work.

(e) On return from maternity leave, a faculty member shall be placed in ~~her~~ **their** former position or in a position of equal rank and salary.

#### 19.2 Parental Leave

##### (a) Definitions

(1) ~~"Common-law partner" is a person of the same or different sex where the faculty member has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the faculty member has claimed the common-law partner's child/children for taxation purposes.~~ **A "parent" is either the: biological mother or father; adoptive mother or father; individual(s) with legal custody; or individual(s) with legal guardianship. An employee is entitled to apply for parental leave under 19.2, providing the employee is either the:**

- **Parent of an expected newborn child; or**

- **Adopting parent of a child placed or about to be placed with the parent for the first time.**

(2) "Base Salary" is the salary that a faculty member would earn if working ~~his/her~~ **their** full workload up to a maximum of a full workload (see Appendix I).

(b) Entitlement

Upon written request, a faculty member shall be entitled to a leave of absence without pay of up to ~~twelve (12)~~ **six (6)** consecutive months in addition to statutory requirements. **Notwithstanding the foregoing, employees who elect the Standard EI Benefit as defined under the *Employment Insurance Act*, shall be entitled to up to twelve (12) consecutive months of additional leave without pay, provided these employees do not take a leave under the *Employment Standards Act* that exceeds the Standard EI Benefit period.**

(c) Commencement of Leave

Leave taken under Article 19.2(b) shall commence:

(1) for the **parent who takes leave under 19.1 they shall be entitled to up to sixty-one (61) consecutive weeks of unpaid leave which must begin** ~~birth mother,~~ immediately after the end of the leave taken under the maternity leave provisions or **on a mutually agreed upon date** within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth ~~unless the Employer and the faculty member agree otherwise.~~ ~~Where two (2) faculty spouses or two (2) faculty common law partners utilize leave under Article 19, the twelve (12) month maximum shall apply to the combined leaves taken by both spouses or common law partners.~~

(2) for a **parent who has not taken leave under 19.1 they shall be entitled to up to sixty-two (62) consecutive weeks of unpaid leave which must begin within seventy-eight (78)** ~~spouse, a biological father, or a common-law partner to care for the child after the child's birth, within fifty-two (52) weeks of the birth.~~

(3) for an adopting parent, **they shall be entitled to up to sixty-two (62) consecutive weeks of unpaid leave** within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child is placed with the parent.

(d) Graduated Return to Work

Upon written request, a faculty member on parental leave under Article 19 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 faculty member.

### 19.3 Benefits Continuation

(a) The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 19. For the period of the leave, premium and pension contribution payment will be as follows:

(1) Premium payment for benefit coverage shall be on the same basis as if the faculty member were not on leave.

(2) Contributions for pensionable service shall be on the same basis as if the faculty member were not on leave. Where a faculty member elects to buy back pensionable service for part or all of the Article 19 leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

(b) A faculty member who returns to work following a parental leave shall retain the seniority the faculty member had attained prior to the leave and shall accrue seniority for the period of leave.

A faculty member who returns to work following a parental leave shall be placed in the same position that faculty member held prior to the leave or in a comparable position.

A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.

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.

(c) If a faculty member maintains coverage for medical, extended health, dental and group life, the Employer agrees to pay the faculty member's share of these premiums. If a faculty member fails to return to work on the prearranged date, the Employer will recover monies paid under this section.

#### 19.4 Supplemental Employment Benefit for Maternity and Parental Leave

(a) ~~Effective April 1, 2002,~~ When on maternity or parental leave, a faculty member will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For the first ~~two (2)~~ weeks of ~~maternity~~ the leave, a faculty member shall receive one hundred percent (100%) of ~~her~~ **their** salary calculated on ~~her~~ **their** average base salary.

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

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

(4) ~~For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the faculty member's salary calculated on his/her average base salary. 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 Article 19.4(3) when the employee opts for thirty-five (35) week Standard Parental EI benefit, spread out and paid over the sixty-one (61) week period. Payroll will make this calculation.**

**(5) Provided the employee received SEB as per Article 19.4 (1), (2), (3) and/or (4), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.**

**(6)** The average base salary for the purpose of Article 19.4(a)(1) through (4 5) is the faculty member's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the faculty member 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.

(b) A faculty member is not entitled to receive Supplemental Employment Benefits and Disability benefits concurrently. To receive Supplemental Employment Benefits, the faculty member shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

#### 19.5 Seniority Rights on Re-employment

(a) The faculty member will confirm in writing to Human Resources Department ~~his/her~~ **their** intention to return to University employ no later than thirty (30) days prior to the anticipated return to work date.

(b) A faculty member who makes application for re-employment prior to the expiration of maternity, parental or adoption leave and who returns to work following the leave, shall retain service credits and seniority rights accumulated prior to the leave and shall accrue seniority for the period of the leave.

(c) A faculty member who returns to work following a parental leave shall be placed in the position the faculty member held prior to the leave or in a comparable position.

(d) A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.

(e) 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.

(f) The faculty member shall be deemed to have resigned on the date upon which leave of absence without pay commenced, if an application for re-employment is not made prior to the expiration of the leave.

#### 19.6 Extension Maternity Leave

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

## 19.7 Sick Leave Credits

Illness arising due to pregnancy, during employment and prior to leave of absence, may be charged to normal sick leave credits.

### 4. Definitions (Page 1)

Appointment Status: "Regular Appointment" - An appointment to a regular position established by Board authority for normal University operations or an appointment to regular status as a result of regularization language. These appointments are subject to a two (2) ~~one (1)~~ year probationary period. \* ~~However, in certain circumstances, a further six (6) months may be required.~~

\*Change to length of probationary period applies only to probationary periods that commence after the date of ratification of this collective agreement.

### 5. Service Improvement Allocation – The Parties agree to the following Letter of Agreement:

#### LETTER OF UNDERSTANDING (“LOU”)

**Between:**

**Vancouver Island University**

**And:**

**BCGEU**

**Collectively, the “Parties”**

#### **Re: Service Improvement Allocation (SIA)**

To maintain and promote high quality education, diversity and access to vocational programs, Vancouver Island University shall provide both students and instructors with additional supports to promote teaching and learning:

The following funding allocations shall be made available:

Year	Amount
Year 1 - April 1, 2019	\$41,000
Year 2 - April 1, 2020	\$42,000
Year 3 - April 1, 2021	\$43,000

The above amounts represent ongoing additional funding. For clarity, the total annual SIA funding allocation will be \$126,000 in Year 3 and beyond.

The Innovative Education Support Fund will be available to non-regular and regular BCGEU instructors.



1. Instructor Supports - Related and tangible classroom supports will be developed to improve the learning experiences of students, for example:
  - a. creative application of technology;
  - b. in-class cultural liaisons;
  - c. training and awareness of positive mental health and
  - d. the ability to develop enhancements to current programs, or create new programs that improve the level of success of the diverse student.
  
2. Student Supports - To achieve greater levels of success within VIU programs, student support initiatives might include:
  - a. peer support programs;
  - b. numeracy and literacy supports;
  - c. communication skills workshops;
  - d. tutor supports; and
  - e. study skills enhancements and time management guidance.
  
3. CDPD Supports – To support the use of Curriculum Development and Professional Development under Article 14.3 of the collective agreement through funding replacement costs.

Subject to the provisions of this LOU, the Innovative Education Support Fund Committee may establish, publish, and work within their own guidelines.

The Committee shall comprise two BCGEU members and two Vancouver Island University administrators.

The Innovative Education Support Fund Committee shall review and approve applications for funding. The parties agree that there will be no expenditure of funds if the committee members fail to reach consensus. Funds not allocated within a calendar year will be carried over for one year only.

Information regarding the use of the funds shall be made available on a yearly basis to the bargaining unit Chair and Provost.