

MEMORANDUM OF AGREEMENT

between the

Vancouver Island University
(hereinafter called "the Employer")

and the

Vancouver Island University Faculty Association
(hereinafter called "the Association")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01, 2014 AND EXPIRING MARCH 31, 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for sixty (60) months from April 01, 2014 and expiring March 31, 2019 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, unless otherwise specified.

4. **Appendix "A"**

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

5. **Appendix "B"**

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


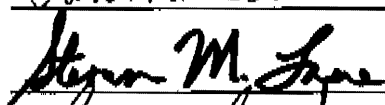


6. **Ratification**

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.

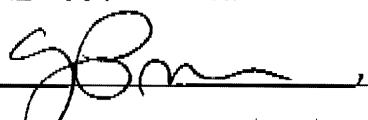


This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 22nd day of Sept, 2015.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:


Marni Stanley



APPENDIX "A"

Effective the date of ratification, the parties agree to delete article 13.6.1.3 (and re-number the rest of the article, and review the agreement to correct any cross references) as follows:

~~13.6.1.3 — Savings~~

~~All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.~~

While not to be included in the Collective Agreement, the parties agree that the following benefits will be provided:

1. The Extended Health Benefit plan will reflect the following:
 - a. Effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year.
 - b. Effective January 1, 2017, upon physician referral and subject to the terms of the VIU Extended Health Benefit plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.
2. Effective the first of day of the month following the date of ratification, the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged. VIUFA agrees to withdraw and not to file any new grievances on the STD issue.

Article 11 will be amended as follows:

11.1 SALARIES

- 11.1.1 A faculty member shall be paid an annual salary in accordance with the following rates.

Payment of wages will be processed on a biweekly basis and will be deposited directly to the credit of the faculty member's account at a Canadian financial institution of the faculty member's choice.

Bi-weekly salary is calculated by dividing the annual salary by 26.0893 pay periods.

Provincial SALARY SCHEDULE F1 (Technicians)

Step	01-Apr-14 to 31-Mar-15		01-Apr-15 to 31-Jan-16*		01-Feb-16 to 31-Mar-16*		01-Apr-16 to 31-Jan-17*	
	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
Max F1-11	\$ 66,818	\$ 2,561.13	\$ 67,489	\$ 2,586.83	TBD	TBD	\$ 67,826	\$ 2,599.75
F1-10	\$ 61,865	\$ 2,371.28	\$ 62,485	\$ 2,395.03	TBD	TBD	\$ 62,797	\$ 2,407.01
F1-9	\$ 59,210	\$ 2,269.51	\$ 59,799	\$ 2,292.10	TBD	TBD	\$ 60,099	\$ 2,303.57
F1-8	\$ 56,555	\$ 2,167.75	\$ 57,118	\$ 2,189.34	TBD	TBD	\$ 57,404	\$ 2,200.29
F1-7	\$ 53,900	\$ 2,065.98	\$ 54,440	\$ 2,086.67	TBD	TBD	\$ 54,712	\$ 2,097.12
F1-6	\$ 51,871	\$ 1,988.21	\$ 52,391	\$ 2,008.16	TBD	TBD	\$ 52,653	\$ 2,018.19
F1-5	\$ 50,257	\$ 1,926.35	\$ 50,756	\$ 1,945.48	TBD	TBD	\$ 51,010	\$ 1,955.21
F1-4	\$ 48,642	\$ 1,864.44	\$ 49,130	\$ 1,883.16	TBD	TBD	\$ 49,376	\$ 1,892.57
F1-3	\$ 47,027	\$ 1,802.54	\$ 47,494	\$ 1,820.44	TBD	TBD	\$ 47,731	\$ 1,829.54
F1-2	\$ 43,995	\$ 1,686.32	\$ 44,434	\$ 1,703.14	TBD	TBD	\$ 44,656	\$ 1,711.66
Min F1-1	\$ 41,929	\$ 1,607.13	\$ 42,348	\$ 1,623.20	TBD	TBD	\$ 42,560	\$ 1,631.31

* All salary adjustments will occur on the first full pay period after this date. Annual and Biweekly salary amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.

Step	01-Feb-17 to 31-Mar-17*		01-Apr-17 to 31-Jan-18*		01-Feb-18 to 31-Mar-18*		01-Apr-18 to 31-Jan-19*		01-Feb-19 to 31-Mar-19*	
	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
Max F1-11	\$ 68,504	\$ 2,625.74	\$ 68,846	\$ 2,638.87	\$ 69,535	\$ 2,665.25	\$ 69,882	\$ 2,678.59	\$ 70,581	\$ 2,705.38
F1-10	\$ 63,426	\$ 2,431.09	\$ 63,743	\$ 2,443.25	\$ 64,380	\$ 2,467.68	\$ 64,702	\$ 2,480.02	\$ 65,349	\$ 2,504.83
F1-9	\$ 60,699	\$ 2,326.60	\$ 61,003	\$ 2,338.22	\$ 61,613	\$ 2,361.61	\$ 61,921	\$ 2,373.41	\$ 62,540	\$ 2,397.14
F1-8	\$ 57,978	\$ 2,222.30	\$ 58,268	\$ 2,233.42	\$ 58,851	\$ 2,255.76	\$ 59,145	\$ 2,267.04	\$ 59,737	\$ 2,289.70
F1-7	\$ 55,260	\$ 2,118.09	\$ 55,536	\$ 2,128.68	\$ 56,091	\$ 2,149.96	\$ 56,371	\$ 2,160.70	\$ 56,935	\$ 2,182.30
F1-6	\$ 53,180	\$ 2,038.38	\$ 53,446	\$ 2,048.56	\$ 53,980	\$ 2,069.04	\$ 54,250	\$ 2,079.40	\$ 54,793	\$ 2,100.21
F1-5	\$ 51,520	\$ 1,974.77	\$ 51,778	\$ 1,984.65	\$ 52,296	\$ 2,004.50	\$ 52,558	\$ 2,014.54	\$ 53,084	\$ 2,034.69
F1-4	\$ 49,870	\$ 1,911.49	\$ 50,119	\$ 1,921.05	\$ 50,620	\$ 1,940.25	\$ 50,873	\$ 1,949.95	\$ 51,382	\$ 1,969.45
F1-3	\$ 48,209	\$ 1,847.84	\$ 48,450	\$ 1,857.09	\$ 48,935	\$ 1,875.66	\$ 49,179	\$ 1,885.04	\$ 49,671	\$ 1,903.88
F1-2	\$ 45,103	\$ 1,728.78	\$ 45,328	\$ 1,737.43	\$ 45,782	\$ 1,754.81	\$ 46,010	\$ 1,763.58	\$ 46,470	\$ 1,781.20
Min F1-1	\$ 42,985	\$ 1,647.62	\$ 43,200	\$ 1,655.85	\$ 43,632	\$ 1,672.40	\$ 43,849	\$ 1,680.74	\$ 44,288	\$ 1,697.56

* All salary adjustments will occur on the first full pay period after this date. Annual and Biweekly salary amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.

1% Salary Stipend SALARY SCHEDULE F1 (Technicians)

Step	01-Apr17-to 31-Jan-18*		01-Feb18 to 31-Mar-18*		01-Apr-18 to 31-Jan-19*		01-Feb-19 to 31-Mar-19*	
	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
Max F1-11	\$ 69,535	\$ 2,665.25	\$ 70,230	\$ 2,691.89	\$ 70,581	\$ 2,705.38	\$ 71,287	\$ 2,732.44
F1-10	\$ 64,380	\$ 2,467.68	\$ 65,024	\$ 2,492.35	\$ 65,349	\$ 2,504.83	\$ 66,003	\$ 2,529.88
F1-9	\$ 61,613	\$ 2,361.61	\$ 62,229	\$ 2,385.22	\$ 62,540	\$ 2,397.14	\$ 63,165	\$ 2,421.10
F1-8	\$ 58,851	\$ 2,255.76	\$ 59,440	\$ 2,278.31	\$ 59,737	\$ 2,289.70	\$ 60,334	\$ 2,312.61
F1-7	\$ 56,091	\$ 2,149.96	\$ 56,652	\$ 2,171.47	\$ 56,935	\$ 2,182.30	\$ 57,504	\$ 2,204.13
F1-6	\$ 53,980	\$ 2,069.04	\$ 54,520	\$ 2,089.73	\$ 54,793	\$ 2,100.21	\$ 55,341	\$ 2,121.22
F1-5	\$ 52,296	\$ 2,004.50	\$ 52,819	\$ 2,024.54	\$ 53,084	\$ 2,034.69	\$ 53,615	\$ 2,055.05
F1-4	\$ 50,620	\$ 1,940.25	\$ 51,126	\$ 1,959.65	\$ 51,382	\$ 1,969.45	\$ 51,895	\$ 1,989.13
F1-3	\$ 48,935	\$ 1,875.66	\$ 49,424	\$ 1,894.41	\$ 49,671	\$ 1,903.88	\$ 50,167	\$ 1,922.90
F1-2	\$ 45,782	\$ 1,754.81	\$ 46,240	\$ 1,772.37	\$ 46,470	\$ 1,781.20	\$ 46,935	\$ 1,799.00
Min F1-1	\$ 43,632	\$ 1,672.40	\$ 44,068	\$ 1,689.12	\$ 44,288	\$ 1,697.56	\$ 44,731	\$ 1,714.53

* All salary adjustments will occur on the first full pay period after this date. Annual and Biweekly salary amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.

Provincial SALARY SCHEDULE F2 (All regular faculty and limited term contract instructors, excepting Technicians)

Step	01-Apr-14 to 31-Mar-15		01-Apr-15 to 31-Jan-16*		01-Feb-16 to 31-Mar-16*		01-Apr-16 to 31-Jan-17*		01-Feb-17 to 31-Mar-17*	
	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
F2-1	\$ 86,611	\$ 3,319.79	\$ 87,477	\$ 3,352.98	TBD	TBD	\$ 87,914	\$ 3,369.73	\$ 88,793	\$ 3,403.43
F2-2	\$ 81,136	\$ 3,109.93	\$ 81,947	\$ 3,141.02	TBD	TBD	\$ 82,357	\$ 3,156.73	\$ 83,181	\$ 3,188.32
F2-3	\$ 75,577	\$ 2,896.86	\$ 76,333	\$ 2,925.84	TBD	TBD	\$ 76,715	\$ 2,940.48	\$ 77,482	\$ 2,969.88
F2-4	\$ 72,485	\$ 2,778.34	\$ 73,210	\$ 2,806.13	TBD	TBD	\$ 73,576	\$ 2,820.16	\$ 74,312	\$ 2,848.37
F2-5	\$ 69,829	\$ 2,676.54	\$ 70,527	\$ 2,703.29	TBD	TBD	\$ 70,880	\$ 2,716.82	\$ 71,589	\$ 2,744.00
* F2-6	\$ 67,175	\$ 2,574.81	\$ 67,847	\$ 2,600.57	TBD	TBD	\$ 68,186	\$ 2,613.56	\$ 68,868	\$ 2,639.70
F2-7	\$ 64,519	\$ 2,473.01	\$ 65,164	\$ 2,497.73	TBD	TBD	\$ 65,490	\$ 2,510.22	\$ 66,145	\$ 2,535.33
F2-8	\$ 61,864	\$ 2,371.24	\$ 62,483	\$ 2,394.97	TBD	TBD	\$ 62,795	\$ 2,406.93	\$ 63,423	\$ 2,431.00
F2-9	\$ 59,209	\$ 2,269.47	\$ 59,801	\$ 2,292.17	TBD	TBD	\$ 60,100	\$ 2,303.63	\$ 60,701	\$ 2,326.66
F2-10	\$ 56,554	\$ 2,167.71	\$ 57,120	\$ 2,189.40	TBD	TBD	\$ 57,406	\$ 2,200.37	\$ 57,980	\$ 2,222.37
F2-11	\$ 53,900	\$ 2,065.98	\$ 54,439	\$ 2,086.64	TBD	TBD	\$ 54,711	\$ 2,097.07	\$ 55,258	\$ 2,118.03

Maximum initial placement is F2-6

* All salary adjustments will occur on the first full pay period after this date. Annual and Biweekly salary amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.

Provincial Salary Schedule F2 (All regular faculty and limited term contract Instructors, excepting Technicians).

	01-Apr17-to 31-Jan-18*		01-Feb18 to 31-Mar-18*		01-Apr-18 to 31-Jan-19*		01-Feb-19 to 31-Mar-19*	
			ESD will adjust salary				ESD will adjust salary	
Step	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
F2-1	\$ 89,237	\$ 3,420.44	\$ 90,129	\$ 3,454.63	\$ 90,580	\$ 3,471.92	\$ 91,486	\$ 3,506.65
F2-2	\$ 83,597	\$ 3,204.26	\$ 84,433	\$ 3,236.31	\$ 84,855	\$ 3,252.48	\$ 85,704	\$ 3,285.02
F2-3	\$ 77,869	\$ 2,984.71	\$ 78,648	\$ 3,014.57	\$ 79,041	\$ 3,029.63	\$ 79,831	\$ 3,059.91
F2-4	\$ 74,684	\$ 2,862.63	\$ 75,431	\$ 2,891.26	\$ 75,808	\$ 2,905.71	\$ 76,566	\$ 2,934.77
F2-5	\$ 71,947	\$ 2,757.72	\$ 72,666	\$ 2,785.28	\$ 73,029	\$ 2,799.19	\$ 73,759	\$ 2,827.17
* F2-6	\$ 69,212	\$ 2,652.89	\$ 69,904	\$ 2,679.41	\$ 70,254	\$ 2,692.83	\$ 70,957	\$ 2,719.77
F2-7	\$ 66,476	\$ 2,548.02	\$ 67,141	\$ 2,573.51	\$ 67,477	\$ 2,586.39	\$ 68,152	\$ 2,612.26
F2-8	\$ 63,740	\$ 2,443.15	\$ 64,377	\$ 2,467.56	\$ 64,699	\$ 2,479.91	\$ 65,346	\$ 2,504.70
F2-9	\$ 61,005	\$ 2,338.31	\$ 61,615	\$ 2,361.70	\$ 61,923	\$ 2,373.50	\$ 62,542	\$ 2,397.23
F2-10	\$ 58,270	\$ 2,233.48	\$ 58,853	\$ 2,255.83	\$ 59,147	\$ 2,267.10	\$ 59,738	\$ 2,289.75
F2-11	\$ 55,534	\$ 2,128.61	\$ 56,089	\$ 2,149.89	\$ 56,369	\$ 2,160.62	\$ 56,933	\$ 2,182.24

Maximum initial placement is F2-6

* All salary adjustments will occur on the first full pay period after this date. Annual and Biweekly salary amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.

1% Salary Stipend SALARY SCHEDULE F2 (All regular faculty and limited term contract Instructors, excepting Technicians)

	01-Apr17-to 31-Jan-18*		01-Feb18 to 31-Mar-18*		01-Apr-18 to 31-Jan-19*		01-Feb-19 to 31-Mar-19*	
			ESD will adjust salary				ESD will adjust salary	
Step	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
F2-1	\$ 90,129	\$ 3,454.63	\$ 91,030	\$ 3,489.17	\$ 91,486	\$ 3,506.65	\$ 92,401	\$ 3,541.72
F2-2	\$ 84,433	\$ 3,236.31	\$ 85,277	\$ 3,268.66	\$ 85,704	\$ 3,285.02	\$ 86,561	\$ 3,317.87
F2-3	\$ 78,648	\$ 3,014.57	\$ 79,434	\$ 3,044.70	\$ 79,831	\$ 3,059.91	\$ 80,629	\$ 3,090.50
F2-4	\$ 75,431	\$ 2,891.26	\$ 76,185	\$ 2,920.16	\$ 76,566	\$ 2,934.77	\$ 77,332	\$ 2,964.13
F2-5	\$ 72,666	\$ 2,785.28	\$ 73,393	\$ 2,813.15	\$ 73,759	\$ 2,827.17	\$ 74,497	\$ 2,855.46
* F2-6	\$ 69,904	\$ 2,679.41	\$ 70,603	\$ 2,706.21	\$ 70,957	\$ 2,719.77	\$ 71,667	\$ 2,746.99
F2-7	\$ 67,141	\$ 2,573.51	\$ 67,812	\$ 2,599.23	\$ 68,152	\$ 2,612.26	\$ 68,834	\$ 2,638.40
F2-8	\$ 64,377	\$ 2,467.56	\$ 65,021	\$ 2,492.25	\$ 65,346	\$ 2,504.70	\$ 65,999	\$ 2,529.73
F2-9	\$ 61,615	\$ 2,361.70	\$ 62,231	\$ 2,385.31	\$ 62,542	\$ 2,397.23	\$ 63,167	\$ 2,421.18
F2-10	\$ 58,853	\$ 2,255.83	\$ 59,442	\$ 2,278.41	\$ 59,738	\$ 2,289.75	\$ 60,335	\$ 2,312.63
F2-11	\$ 56,089	\$ 2,149.89	\$ 56,650	\$ 2,171.39	\$ 56,933	\$ 2,182.24	\$ 57,502	\$ 2,204.05

Maximum initial placement is F2-6

* All salary adjustments will occur on the first full pay period after this date. Annual and Biweekly salary amounts will be impacted by previous Economic Stability Dividends as per the Memorandum of Understanding on the Economic Stability Dividend.

Memorandum of Understanding

ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget - Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year- Real GDP published for the previous calendar year;
- (iii) November- Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 - Forecast GDP for calendar 2015;
- (ii) November 2016 - Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Letters of Understanding/Agreement

The parties agree to amend and renew the following letters of agreement:

Letter of Understanding Agreement #5 Prior Learning Assessment

Letter of Understanding Agreement #6 Sabbaticals/Upper Level Release/Workload

The parties agree to delete the following letters of agreement:

Letter of Understanding – Expedited Arbitration

Instructional Workload Committee (including Chair Release)

Letter of Agreement: Joint Committee on Formative Evaluation of VIUFA Faculty

Finalizing the Collective Agreement

APPENDIX "B"

<Attach all signed T-Docs>

T-Doc #	Article	Title	Signed Date
1	12.5	Scholarly Activity	15-Apr-15
2	16.2.3	JADRC	13-Mar-15
3	12.2.3	Vacations	13-Mar-15
4	12.3.3(b)	Waiver of Tuition Fees	13-Mar-15
5	10.1.3.1	Non-Instructional Faculty Members	13-Mar-15
6	10.3.2	Summer Session	13-Mar-15
7	11.4.1.7 (c)	Counsellors	13-Mar-15
8	6.4.2.2.3	Selection of Academic Administrators	16-Mar-15
9	12.4.10.1	University Leave Committee	16-Mar-15
10	12.10.3.4.1	Supplemental Employment Benefits	16-Mar-15
11	14.3	Discrimination and Harassment	16-Mar-15
12	14.4	Harassment	16-Mar-15
13	9.2.4	Appointment of Temporary Work	02-May-15
14	9.5	Internal Transfers and Secondments	02-May-15
15	7	Evaluation	14-Sep-15
16	9.3.1	Limitations on use of Non-Regular Positions	21-Jun-15
17	2.8	Contracting Out	14-Jul-15
18	5.3	Expedited Arbitration	13-Jul-15
19	New LOA	Experiential Education Faculty in Student Affairs	18-Sep-15
20	New LOA	Dental Hygiene Workload	18-Sep-15
21	12.3.2	Professional Development	05-Aug-15
22	10.11.2.2	Chair Duties Commensurate with Chair Release	05-Aug-15
23	11.1.4.4	Temporary Faculty with Pro Rata Status	05-Aug-15
24	Appendix C	Initial Salary Placement Form - Faculty	07-Aug-15
25	LOA #1	Unconventional Instruction	05-Aug-15
26	LOA #2	Dental Hygiene Program	05-Aug-15
27	LOA #3	Area Chairs	05-Aug-15
28	LOA #4	Workload Averaging Leave	05-Aug-15
29	LOA #7	ULR for Temporary Faculty	05-Aug-15
30	LOAs #8, #9, #11, #12	Numbering Letters of Agreement	14-Sep-15
31	LOU	Summer Session Courses	31-Aug-15
32	LOU	Policies on Retirement Appreciation and Parking	31-Aug-15
33	10.3.4 A	Directed Studies	14-Sep-15
34	MOA	2012 FPSE Compensation Template Table	31-Aug-15
35	LOA #14	Workload for Bachelor of Science in Nursing	14-Sep-15
36	10.2.1.2.4	Project Workload Credit	14-Sep-15
37	12.2	Vacations	18-Sep-15

38	11.9.1	Maintenance of Placement	18-Sep-15
39	4.2.2, 11.4.1.7 c, new LOA	Classifications: Counsellors and Advisors, Dept of Student Affairs	18-Sep-15
40	6.2.8	Seniority Groups	18-Sep-15
41	New LOA	JEIP	18-Sep-15
42	13	Health, Insurance and Pension Benefits	18-Sep-15
43	14.4.5.5	Terms of Reference of the Investigator	18-Sep-15
45	15.2	Early Retirement Incentive	18-Sep-15
46	LOU	Summer Session Courses	18-Sep-15
48	11.1.4.2	Salary Adjustment to flat rate	18-Sep-15
49	Many articles	Limited Term Contract Instructors	18-Sep-15
50	MBA LOA	MBA program	18-Sep-15

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

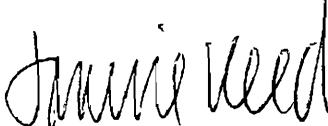

Article 12.5
Scholarly Activity
Date: April 15, 2015
Time: 5:05 pm


12.5 SCHOLARLY ACTIVITY

- 12.5.1 The University recognizes that Scholarly Activity is important to academic excellence, and is an essential component of the faculty workload. It is also recognized that major curriculum development and innovation are undertakings that benefit the University and its programs, and may require a workload commitment that necessitates release from other duties.
- 12.5.2 ~~Effective August 1, 1993,~~ The University will provide a minimum of two (2) sections of release time in order to encourage scholarly activity. Further sections of release may be provided as resources allow, and may be allocated for either scholarly activity or curriculum development projects.
- 12.5.3 ~~Effective August 1, 1993,~~ Faculty members may apply for a maximum of one section release time per year to the Research, ~~and~~ Scholarly Activity, ~~and~~ Curriculum Development Committee (RSCAD Committee). A proposal which outlines the member's plan for scholarly activity or curriculum development shall be submitted to the ~~RSCAD Research and Scholarly Activity~~ Committee by November 15 for scholarly activity or curriculum development release time the following year. Scholarly activity shall be defined as study and research that is designed to further knowledge in the faculty member's field or fields of expertise, not solely for maintaining currency. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Vancouver Island Faculty Association.
- 12.5.4 ~~Research, and~~ Scholarly Activity ~~and~~ Curriculum Development Committee
- 12.5.4.1 The University and the Association agree to establish a joint committee which shall:

- a) Stimulate scholarly activity on behalf of regular faculty through grants from a Research Fund, to which the University shall contribute \$5,000 per year.
- b) Review scholarly activity/curriculum development reports from faculty who have been granted time for scholarly activity or curriculum development from all sources including those sections offered in accordance with Article 12.5.2. In addition to protecting the integrity of Article 12.5.2, this reporting mechanism will foster awareness of the scope of scholarly and curriculum development activity at VIU, with the aim of protecting the integrity of that provision.
- c) A faculty member who has received release time for research, scholarly activity, or curriculum development under Article 12.5.2 shall submit a report to the Provost and Vice-President Academic and the Research, Scholarly Activity and Curriculum Development Committee summarizing the scholarly activity or curriculum development project. Failure to fulfill this requirement shall render the faculty member ineligible for future scholarly activity or curriculum development release time under Article 12.5.2. Reports under this provision will be supplied in electronic form to VIUFA and to the Associate Vice President of Scholarship and Community Engagement.
- d) Notwithstanding the operations of the (VIU) RSACD Committee, Faculties and service areas may establish and resource their own Faculty or area specific RSACD Committees. The granting of releases for the purpose of research, scholarly activity and/or curriculum development may be reported to the (VIU) RSACD Committee, and final reports for such releases will be submitted to the (VIU) RSACD Committee and to the office of the Provost and Vice-President Academic.

12.5.4.2 The Committee shall consist of the Vice-President Academic and the Chair of the Professional Development Committee of the Association as well as three other individuals, one who is appointed by the Vice-President Academic and two others appointed by the Association. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Vancouver Island Faculty Association.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 15 day of April, 2014 

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Articles 16.2.3, 16.2.6, 16.3

JADRC

Date: *MARCH 13, 2015*

Time: *5:05 pm*

The parties agree to amend Article 16.23 as follows, delete Articles 16.2.6 and 16.3:

16.2.3 Purpose

The purpose of JADRC is to:

- (a) *Assist in the administration of collective agreements.*
- (b) *Provide a forum for dialogue between the Parties respecting issues impacting labour relations.*
- (c) *Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.*
- (d) *Appoint ~~an umpire(s) or~~ arbitrator(s) as applicable for*
 - (i) ~~Jurisdictional Disputes Resolving process~~*
 - (ii)(i) ~~Suspension and Discharge Grievance Resolution~~*
 - (iii)(i) ~~Common Agreement Dispute Resolution~~*
- (e) *Develop strategies to reduce arbitration and related costs.*

~~16.2.6 Suspension and Discharge Grievance Resolution~~

~~Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.~~

~~Process, timelines and costs will be in accordance with Article 16.2.5.~~

~~16.3 JURISDICTIONAL DISPUTE RESOLVING PROCESS~~

~~16.3.1 Preamble~~

~~The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.~~

~~The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.~~

~~16.3.2 Process~~

- ~~(a) — When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.~~
- ~~(b) — For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 16.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.~~
- ~~(c) — When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.~~
- ~~(d) — When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.~~
- ~~(e) — The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.~~
- ~~(f) — The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.~~
- ~~(g) — The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.~~
- ~~(h) — The hearing will be expedited in all respects and conducted on an informal basis.~~
- ~~(i) — The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.~~
- ~~(j) — In determining the appropriateness of bargaining unit placement, the Umpire shall consider:~~

- ~~(i) — job elements;~~
- ~~(ii) — past practice;~~
- ~~(iii) — impact on industrial relations;~~
- ~~(iv) — community of interest;~~
- ~~(v) — employee preference, fairness and equity;~~
- ~~(vi) — certification definition(s);~~
- ~~(vii) — and such other factors as deemed appropriate by the Umpire.~~

~~(k) — The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.~~

~~(l) — The parties will accept the decision as final and binding on each of them.~~



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 13 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 12.2.3

Vacations: Housekeeping

Date: March 13, 2015

Time: 5:50 pm

The parties agree to amend Article 12.2.3 as follows:

12.2.3 An instructional faculty member may request vacation at times other than the June 15 to August 15 period. Such a request shall normally be approved unless the requested period falls within the specified teaching period, including each full regular semester (including examination period) and each designated teaching period for special session or summer session in which the University College Professor has assigned teaching duties



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 13 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**



Article 12.3.3(b)
Waiver of Tuition fees - Housekeeping
Date: <u>March 13, 2015</u>
Time: <u>5:50 pm</u>

The parties agree to amend article 12.3.3(b) as follows:

b) ~~Community Education Courses~~ Professional Development and Training Courses

Eligible* employees will be allowed to enroll in one non-credit or part-time ~~vocational course~~ Professional Development and Training course per term, at no cost, subject to procedures which will be set from time to time by the Professional Development and Training ~~Applied Programs or Learning Connections~~ department at each campus.

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

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 13 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 10.1.3.1

**Remove reference to "Librarians – Media
Services" Housekeeping**

Date: MARCH 13, 2015

Time: 5:05 PM

The parties agree to amend article 10.1.3.1 as follows:

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, librarians and librarians—Media Services the length of assignment shall normally be ten months.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 13 day of MARCH, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 10.3.2

Update Summer Session Housekeeping

Date: MUNM 13: 2015

Time: 5:50 pm

The parties agree to amend article 10.3.2 as follows:

10.3.2 Summer Session

A Summer Session course is a course taught during the period between the spring and fall semesters but does not include courses taught in the May to ~~June~~ August Special Session which constitute a program requirement and does not include courses which are assigned as part of a regular faculty member's workload under Article 10.2.1.2.2.

Once summer session course offerings have been finalized and should qualified regular faculty members be identified to teach such courses, a regular faculty member may elect to reduce his/her regular workload in exchange for an equivalent amount of summer session instruction taught at any time in the May to August period immediately preceding the Academic Year in which the exchange was permitted, subject to the approval of the Dean. Such approval shall not be unreasonably refused. All professional development and vacation time that would have been applicable in the summer session shall be deemed to have been taken by the faculty member.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 13 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 11.4.1.7 c) i)
Initial Salary Placement - Counsellors Housekeeping "who's" to "whose"
Date: <i>March 13, 2015</i>
Time: <i>4:00pm</i>

The parties agree to amend article 11.4.1.7 c) i) as follows:

c) Counsellors:

- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

Note: Directly related experience for those employees who's whose primary assignment is Counselling shall be limited to Counselling experience. Directly related experience for those employees who's whose primary assignment is Advising (Educational Counsellors) shall be limited to Advising experience.)

- 1) counselling or advising at colleges, universities and senior secondary level of public and certified private schools or equivalent, social service agencies, and medical facilities
- 2) for Counsellors, teaching in field of assignment, such as in counselling programs, psychology and social work at colleges, universities, public and certified private schools or equivalent
- 2.1) for Advisors, (Educational Counsellors) teaching at Colleges, universities, or senior secondary school level
- 3) senior administrative experience in the field of the assignment
- 4) research at the post-Doctoral level
- 5) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads
- 6) other employment in field of primary assignment after date of first Diploma, Degree or Teaching Certificate.

- ii) Other relevant employment in the following areas which are relevant to appointment:

- 1) counselling or advising at levels below senior secondary level of public and certified private schools or equivalent.
- 2) teaching not in field of assignment at colleges, universities, public and certified private or equivalent schools
- 3) senior administrative experience
- 4) research at the post-Master's level
- 5) other employment after date of first Diploma, Degree or Teaching Certificate.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 13 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 6.4.2.2.3

Selection of Academic Administrators

Date: March 16, 2015

Time: 1:40 pm.

The parties agree to amend Article 6.4.2.2.3 as follows:

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. ~~If the Academic Administrator also supervises members of the BCGEU, then there shall be at least one member of the BCGEU on the selection committee. There shall be at least one member of CUPE on the selection committee.~~ At least two thirds of the selection committee membership shall be selected by and from the unionized employees 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 of the VIUFA Bargaining Unit in that specific Faculty. 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.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 16 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 12.4.10.1

University Leave Committee

Date: *March 16, 2015*

Time: *6:20*

The parties agree to amend article 12.4.10.1 as follows:

12.4.10 University Leave Committee

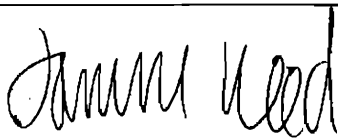
A University Leave Committee shall be formed for the purpose of recommending applicants for Professional Development Leaves to the University Board, and to carry out its duties under Article 12.15 (Unassisted Leave of Absence). Its constitution and responsibilities shall be as follows:

12.4.10.1 Constitution

The committee shall consist of eight members, including

- a) the Vice-President Academic, who shall be an ex officio, non-voting member;
- b) a Dean of Instruction; and
- c) six faculty representatives - including one elected by the non-instructional faculty.

The normal term of membership on the Committee for faculty representatives shall be ~~two~~ 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.



Janine Reed, Bargaining Chair
Vancouver Island University



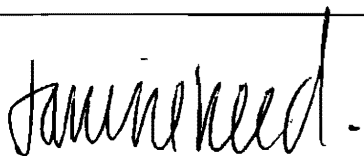
Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 16 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014****Article 12.10.3.4.1****Housekeeping: Supplemental Employment
Benefits****Date:** March 16, 2015**Time:** 6:00 pm

The parties agree to amend Article 12.10.3.4.1 (housekeeping) as follows:

*12.10.3.4.1 ~~Effective April 1, 2002,~~ When on maternity or parental leave, an employee will
receive a supplemental payment added to Employment Insurance benefits as follows:*



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 16 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

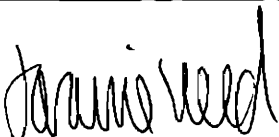

Article 14.3
Housekeeping: Discrimination and Harassment
Date: <i>MARCH 16, 2015</i>
Time: <i>6:50 PM</i>

The parties agree to amend Article 14.3 (housekeeping) as follows:

14.3 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, or membership or activity in the Faculty Association.

~~The University has further indicated its intention to continue to develop, with faculty, an extensive harassment and discrimination policy, applicable to all employees and students. The University has further undertaken that this policy will not be developed without consultation with faculty.~~

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Priesse Chair, VIUFA Bargaining Committee
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Dated this 16 day of March, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 14.4
Harassment
Date: March 16 2015
Time: 6:00 pm

The parties agree to amend article 14.3 as follows:

14.4 HARASSMENT

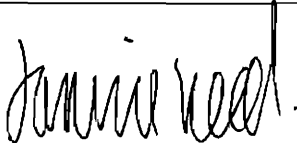
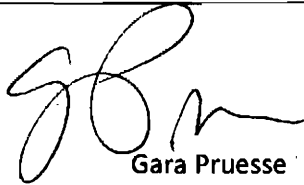
14.4.1 Statement of Commitment

The ~~colleges and institutes~~ 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 ~~colleges and institutes have~~ 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 policy policies. The Union and Employer agree that attendance is required and will take place during compensated work time.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 16 day of March 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 9.2.4

Appointment of Temporary Employees

Date: May 2, 2015

Time: 9:00 am.

The parties agree to amend article 9.2.4 as follows:

9.2 Appointment of Temporary 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 and 9.2.3 above, to faculty having done work for the University at Powell River within the preceding ~~twelve~~ 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 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.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 2 day of May, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 6.5.1

Internal Transfers and Secondments

Date: May 2 2015

Time: 9:00 am.

The parties agree to amend article 6.5.1 as follows:

6.5 Transfers

6.5.1 Internal Transfers and Secondments

6.5.1.1 "Internal Transfer" means transfer either to an excluded position, another position within the bargaining unit, or to a position within another bargaining unit at the University.

6.5.1.2 "Secondment" means movement to ^{an} external employer. A secondment can be initiated by the employer or by the faculty member. A secondment will benefit the University. The secondment must have a definite end date, with no expectation of continuing re-assignment or employment.

6.5.1.3 If the secondment or internal transfer involves a change in the conditions of employment and/or roles and responsibilities of the faculty member, the Faculty Association and the University will document the secondment/internal transfer agreement that will clarify the application of salary and benefits continuation, and the application of seniority provisions.

6.5.1.4 Faculty members may accept an internal transfer or secondment and shall accrue seniority for a maximum of three consecutive years except as otherwise provided in this agreement.

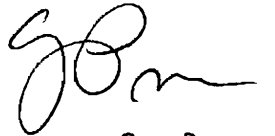
6.5.1.5 Upon completion of the internal transfer or secondment, faculty shall return to full status within the Association for a period of one year or the length of assignment, whichever is less, before accepting another internal transfer or secondment.

6.5.1.6 Except as otherwise provided in this agreement, faculty who continue on internal transfer or a secondment for a period greater than three consecutive years shall lose all seniority credits within the Association Bargaining Unit.

- 6.5.1.7 The University shall not use reassignment, secondment or internal transfer for the purpose of attempting to circumvent its obligation under the Collective Agreement.
- 6.5.2 In the case where a faculty member works within more than one seniority group he or she shall be considered to be on loan from that seniority group consistent with the member's original appointment and he or she shall revert back to that group when the assignment in the other unit he or she is filling is terminated.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 2 day of May, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 7

Evaluation

Date: *Sept. 14, 2015*

Time: *3:30pm*

The parties agree to amend (and re-number) Article 7 as follows:

7. EVALUATION

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.

~~The intent of these procedures is to maintain excellence of instruction at the University, to provide the means whereby less than satisfactory professional performance (except those performance concerns which are dealt with through the disciplinary process) can be recognized and remedied, and, in general, to provide information on faculty effectiveness.~~

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. A Supervised Formative Evaluation will be completed by no later than the end of the first year. A Summative Evaluation will be completed by the end of the probation period.

7.2.2 The primary professional responsibilities of the University 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) demonstrate participation in professional development and/or scholarly activity;
- f) 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 observations. The timing of the classroom observations shall be subjected to agreement between the faculty member and the appropriate Senior Administrator.
- b) Where applicable, interviews 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 an MVIUFA 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 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.

7.4 3 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 FACULTY SELF-DIRECTED FORMATIVE EVALUATION

The parties support periodic formative self-directed evaluation of faculty as a means of 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 VIUFA faculty and university administration are committed to formative evaluation and promoting a culture of evaluation in a non-threatening environment.

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

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

7.4.4 VIUFA 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 The periodic evaluation should not be onerous.

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

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

7.35 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 The following procedures will apply to a faculty member for whom an evaluation procedure is initiated pursuant to Article 7.5.1 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 7.3.1.
- 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.
- 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) 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 will not be required.

7.5.3 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 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.
- b) The supervised evaluation pursuant to Article 7.5.3 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 Summative Evaluation

7.5.4.1 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 above. This evaluation shall be concluded in the second semester following the semester in which the evaluation pursuant to Article 7.5.3 was concluded

7.5.4.2 The basis of the Summative Evaluation shall be the same as outlined in Article 7.5.3 (b) above.



7.5.4.3 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 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 7.5 shall also apply except for 7.5.3 (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 SUPERVISED EVALUATION OF TEMPORARY FACULTY MEMBER

A temporary faculty member may be evaluated at the appropriate Senior Administrator's discretion or upon the request of the Program Coordinator or Department Chair. Evaluation shall be carried out using methods appropriate to the particular assignment. (See Articles 7.2 and 7.3)

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 14th day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 9.3.1

Limitations on Use of Non-Regular Positions

Date:

Time:

The parties agree to amend Article 9.3.1 as follows:

9.3.1 Creating ongoing faculty appointments in a sustainable way provides the best conditions for ensuring program viability, student success, and employee satisfaction. Therefore, in those instances where ongoing workload is sufficient, the University shall normally (and when budget permits) recruit and appoint regular, rather than temporary, faculty members.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 21 day of June, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 2.8

Contracting Out

Date: July 14, 2015

Time: 10:20



The parties agree to amend Article 2.8 as follows:

~~The University will not contract out:~~

(a) The University will not contract out (a) any work presently normally performed by the employees covered by a this Agreement, except in situations described in subsection (b) herein. collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.

(b) The University may contract out work where the expertise or workforce capacity needed for a project or program is not available within the bargaining unit, and after consultation and agreement with the Association.

~~or (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.~~

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Priesse Chair, VIUFA Bargaining Committee
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Dated this 14 day of July 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 5.3.1

Expedited Arbitrations

Date:

Time:

The parties agree to insert the Expedited Arbitration process into the collective agreement as follows:

5.3.1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either of the parties may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator. Grievances not referred to the expedited process will continue to follow the procedures of Article 5.

5.3.2. Issues for Expedited Arbitration

(a) Subject to subsections (b) and (c) herein, All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where one of the a-local parties intends to raise a preliminary objection;
- vii. Grievances arising from the duty to accommodate; and
- viii. Grievances arising from the interpretation, application and administration of any provisions arising from the former or current Common Agreement.

~~(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the agreement.~~

(b) The parties may mutually agree to refer a particular grievance to the expedited process, or to the full arbitration process (Article 5.34) irrespective of the categories listed in Article 5.3.2(a) above.

~~(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.~~

(c) In the event that there is a dispute as to whether a particular grievance falls into one or more of the Article 5.3.2(a) categories; and the parties are unable to reach agreement on the arbitral process to be utilized, this dispute may be referred to the arbitrator selected under this section as a preliminary matter. The arbitrator would rule on this question, and then proceed to hear the grievance, assuming jurisdiction and applying rules of procedure and evidence in accordance with his or her ruling; that is sitting as a full single arbitrator per Article 5.3, or continuing as an expedited arbitrator per this section.



5.3.3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) ~~ten (10)~~ 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
- ☐ Marguerite Jackson
- ☐ Joan Gordon

If none of the listed arbitrators is available within thirty (30) ~~ten (10)~~ days, the parties shall agree to another arbitrator who is available within thirty (30) ~~ten (10)~~ days of appointment.

5.3.4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5.3.5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

5.3.6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

5.3.7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

5.3.8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

5.3.9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

5.3.10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

5.3.11. Costs

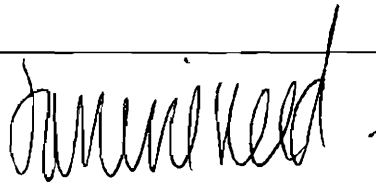
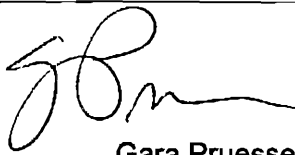
- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the university institution or at the ~~offices of the union~~ where possible to minimize costs.

5.3.12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

Existing Article 5.3 becomes renumbered as:

5.4 Arbitration

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 13 day of July, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement

Experiential Education Faculty in Student Affairs

Date: Sept 18 2015

Time: 1:30 pm

The parties agree to the terms outlined in this Letter of Agreement, as follows:

Letter of Agreement

Between

Vancouver Island University Faculty Association (VIUFA)

– And –

Vancouver Island University (VIU)

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 Co-operative 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.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #13 (NEW)

Dental Hygiene Workload

Date: *Sept 18 2015*

Time: *1:30 pm*

The parties agree to the terms of this Letter of Agreement as follows:

Letter of Agreement #13

Between

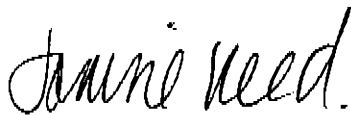
Vancouver Island University Faculty Association (VIUFA)

– And –

Vancouver Island University (VIU)

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.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.



**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 12.3.2
Professional Development
Date: August 5, 2015
Time: 9:00 am

The parties agree to amend article 12.3.2 as follows:

a) 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). ~~if the employee is planning to be off campus and not on call, provided that this time can be arranged so that replacement is deemed unnecessary, but the appropriate Dean, Director or Regional Campus Principal.~~ 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 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.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Priesse Chair, VIUFA Bargaining Committee
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Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 10.11.2.2

Chair Duties Commensurate with Chair Release

Date: August 5, 2015

Time: 9:00 a.m.

The parties agree to amend article 10.11.2.2 as follows:

10.11.2.2 ~~Effective August 1, 2013~~ Release sections for Chairs ~~coordination~~ of Departments will be granted on the following basis (based on departmental FTE count as of February 15th prior to the academic year in question):

Instructional Departments with less than 10 FTE
faculty: greater than or equal to 1 section

Instructional Departments with 10 to 19 FTE
faculty: greater than or equal to 2 sections

Instructional Departments with 20+ FTE
faculty: greater than or equal to 3 sections

The following conditions will apply to the above:

- a) Departments offering a two-year Career/Technical Program will have a minimum of two sections release.
- b) This formula will not apply to Education, ~~or Human Service~~ Programs. These areas are guaranteed the following minimum number of release sections:

Education
Physical Education
~~Human Services~~

5 sections

2 sections

~~6 sections~~

JP

Janine Reed

Janine Reed, Bargaining Chair
Vancouver Island University

Gara Pruesse

Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 11.1.4.4

Temporary Faculty with Pro Rata Status –
Housekeeping

Date:

Aug 5, 2015

Time:

9:40 a.m.

The parties agree to delete article 11.1.4.4 as follows:

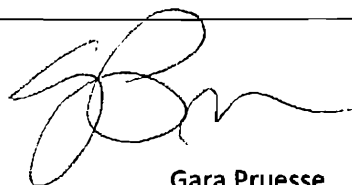
~~11.1.4.4 Notwithstanding the above, any temporary faculty member who had pro-rata status as at April 30, 2001 will be grand-parented at the pro-rata status and pro-rata rate (inclusive of benefit entitlement). The grand-parented employee will lose his/her pro-rata status and pro-rata rate if there is a break in employment of ten months or more following October 31, 2001 or if the faculty member is offered a regular appointment.~~

~~Grand-parented pro-rata temporary faculty will be governed by the applicable provisions contained in the Collective Agreement in effective April 1, 1998 to March 31, 2001.~~

~~There shall be no discrimination against a grand-parented pro-rata faculty member with respect to work opportunities due to the implementation of the new flat rate.~~



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Appendix C

Initial Salary Placement Form – Faculty

Date: August 7, 2015

Time: 3:10 pm

The parties agree to amend Appendix C by adding the term Counsellor/Advisor and renew as follows:

APPENDIX C: INITIAL SALARY PLACEMENT FORM – FACULTY

VANCOUVER ISLAND UNIVERSITY

PROFESSOR: _____ COUNSELLOR/ADVISOR: _____ LIBRARIAN: _____



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 7 day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #1

Housekeeping: Unconventional Instruction

Date: August 5, 2015

Time: 9.55.

The parties agree to number Letter of Agreement as #1 and renew as follows:

AGREEMENT #1: UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1

The listing of cases of unconventional instructional referred to in Article 10.2.1.2.1 of the Collective Agreement is as follows:

Activity Courses ~~labs~~

Aquaculture and Fisheries 171T, 172T, 173T, 191T, 192T, 271T, 272T

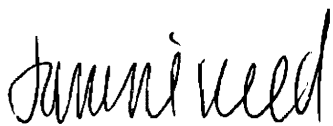
Forestry 201T, 291T, 292T, 293T

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.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #2

Housekeeping: Dental Hygiene Program

Date: August 5, 2015

Time: 10:15

The parties agree to amend Letter of Agreement, number as #2 and renew as follows:

Letter of Agreement #2

Between

~~Malaspina University College~~ Vancouver Island University

And

~~Malaspina~~ Vancouver Island University Faculty Association

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

Regular¹ 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

¹ Refers to both regular full-time and regular part-time status



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 5th day of August 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #3

AREA CHAIRS – Housekeeping

Date: August 5, 2015.

Time: 2:55 pm.

The parties agree to amend Letter of Agreement by giving it a title, numbering it as #3 and renewing as follows:

Letter of Agreement #3

USE OF AREA CHAIRS

From time to time, developments in an area or changes to Deans' assignments may make it desirable to create an elected Area Chair position. The University administration may elect to create new Area Chair positions following consultation with faculty in the area about the need for the position and the appropriate term of the position (see below). All such positions will be posted internally. The position of Area Chair will remain within the appropriate Bargaining Unit.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #4

Housekeeping: Workload Averaging Leave

Date: August 5, 2015

Time: 2:55 pm.

The parties agree to number the Letter of Agreement #4, amend, and renew as follows:

LETTER OF AGREEMENT #4: WORKLOAD AVERAGING LEAVE

The Vancouver Island Faculty Association agrees to the interim arrangement proposed by the University as defined and outlined below:

Definition: Workload Averaging Leave is a partial unassisted averaging salary across two semesters available, on the recommendation of a Dean and the approval of the appropriate Vice President, to regular, full-time faculty at the top of their salary scale.



Terms:

1. The University will pay its share of health and insurance coverage during the leave providing the faculty member's workload for the academic year is 0.50 or greater.
2. Workload Averaging Leaves can be used to defer, but not prepay salaries.
3. Averaging must be across two semester within an academic year but not across academic years.
4. There must be a minimum of one section of instruction or seven hours per week of non-instructional workload in any term.
5. The provisions of Workload Averaging Leave must be in accordance with any language arising from the provincial Framework Agreement.
6. This provision can be utilized in consecutive academic years to a maximum time period not to exceed the equivalent of three years as provided in F.7.1.1 of the current collective agreement.

~~This is an interim arrangement subject to review by March 31, 2016.~~

Signed: July 17, 1996

The parties agree to review this letter of agreement during the term of the collective agreement with the goal of incorporating the provisions of the letter of agreement into the collective agreement.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Priesse Chair, VIUFA Bargaining Committee
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Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #7

**Housekeeping: Upper Level Release for
Temporary Faculty**

Date: *August 5, 2015*

Time: *2:55 p.m.*

The parties agree to number the Letter of Agreement as #7, amend, and renew as follows:

LETTER OF AGREEMENT #7: ~~NEW FLAT RATE FOR INSTRUCTION~~

UPPER LEVEL RELEASE FOR TEMPORARY FACULTY

It is agreed that nothing in the establishment of ~~this~~ the flat rate and related provisions, will reduce the previous entitlement for Upper Level release afforded to temporary faculty.

Accordingly, Article 10.11.1 (a) will apply to temporary faculty with a seven section or equivalent assignment which includes one or more upper level sections per academic year in that the temporary faculty member will be paid for the eighth section or equivalent.

Signed: June 28, 2001



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 5th day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letters of Agreement #8, #9, #11, #12

Housekeeping: Numbering Letters of Agreement

Date: Sept 14 2015

Time: 3:00 pm

The parties agree to number these Letters of Agreement as #8, #9, #11, and #12 and renew as follows:

Add the following numbers to the following LOA's and renew:

Letter of Agreement #8 – Workload

Letter of ~~Understanding~~ Agreement #9 – Upper Level Release

Letter of Agreement #11: Collection of Information on Scholarly Activity

Letter of Agreement #12 Upper Level Release MFA Grievance 07-04



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 14 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letters of Understanding

Summer Session Courses – Housekeeping

Date: August 31 2015

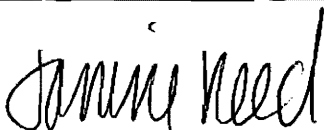
Time: 4:00 pm.

The parties agree to delete this Letter of Understanding as follows:

~~LETTER OF UNDERSTANDING: SUMMER SESSION COURSES~~

~~It is agreed that grand-parented faculty who have pro rata status in accordance with Article 11.1.4.4 shall have the right of first refusal, on the basis of temporary seniority, to available work for which the faculty member is qualified during the summer session. Such assignments shall be paid at his/her pro rata rate.~~

~~Signed: May 22, 2001~~



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 31 day of Aug, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letters of Understanding

**LOU: Policies on Retirement Appreciation and
Parking – DELETE – Housekeeping**

Date: August 31, 2015

Time: 4:00 pm.

The parties agree to delete this Letter of Understanding as follows:

~~LETTER OF UNDERSTANDING: POLICIES ON RETIREMENT APPRECIATION AND PARKING~~

1. ~~Vancouver Island University agrees to develop policies based on the drafts discussed at collective bargaining that will include provisions on:~~
 - a) ~~access to certain Vancouver Island University services for retired employees;~~
 - b) ~~designated parking spaces for certain employees required to leave and return to campus on a frequent basis.~~
2. ~~The above policies will be submitted for approval by the Vancouver Island University Board as soon as possible following the ratification of a new Collective Agreement.~~

Signed: ~~March 16, 2005~~



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 31 day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

**LOU: DELETE
Article 10.3.4**

Directed Studies

Date: Sept 14, 2015

Time: 3:00 pm

The parties agree to delete this Letter of Understanding: Directed Studies and amend Article 10.3.4 as follows:

10.3.4 A Directed Studies course shall be provided on a voluntary basis as an addition to an individual faculty member's assigned workload. This course will be provided by agreement of the faculty member, Chair, and Dean, and will have a maximum of five (5) students. The faculty member shall receive ~~two hundred and fifty dollars (\$250)~~ three hundred and seventy-nine dollars (\$379) per semester for each Directed Studies student for a 3 credit course. PGB

Where a Directed Studies course has fewer or greater than three credit hours, actual payment for each Directed Studies student enrolled in the course will be pro-rated. For example, faculty will received ~~\$126.33 (\$379/3)~~ ~~\$83.34 (\$250/3)~~ per semester for each Directed Studies student enrolled in a one credit course: \$189.50 ((\$379/2) ~~\$125.00 (\$250/2)~~ for a 1.5 credit course; \$166.67 (\$250 x 2/3) \$252.67 (\$379 x 2/3) for a two-credit course; ~~\$333.34 (250 x 4/3)~~ \$505.33 (\$379 x 4/3) for a four-credit course, etc. PGB

The Dean will identify Directed Studies on the workload report.

DELETE LETTER OF UNDERSTANDING: DIRECTED STUDIES



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 14th day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

MOA
MOA RE: 2012 FPSE Compensation Template Table
Date: <i>August 31, 2015</i>
Time: <i>4:00</i>

The parties agree to delete this Memorandum of Agreement as follows:

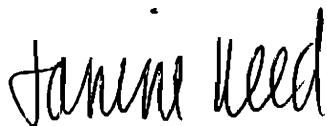

**Memorandum of Agreement
Between
Vancouver Island University
And
Vancouver Island University Faculty Association**

~~RE: 2012 FPSE Compensation Template Table~~

The 2012-2014 FPSE Compensation Template Agreement (FCTT) of February 2, 2013 contains a number of provisions related to workplace harassment. The parties agree:

1. ~~To participate on the committee established pursuant to LOU #4 (Respectful Working Environment) of the FCTT; and~~
2. ~~To participate on the committee described in Schedule 2 (Re: Harassment Investigators) of the FCTT.~~

~~Signed by the parties March 17, 2013~~

 Janine Reed, Bargaining Chair Vancouver Island University	 Sara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 31 day of August, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Letter of Agreement #14

**LOA #14: Workload for Bachelor of Science in
Nursing**

Date: Sept 14, 2015

Time: 3:59

The parties agree to include this Letter of Agreement into the Collective Agreement as follows:

Letter of Agreement #14

Workload for Bachelor of Science in Nursing:

Preceptor-led and Professor/Instructor-led Practice Courses

In the Faculty of Health and Human Services, the following courses are Preceptor-led Practice Courses:

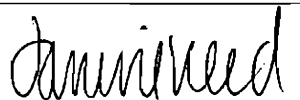
- NURS 314(4) Nursing Practice VI: 90 hours of practice for students
- NURSE 375(8) Consolidated Practice Experience III: 258 hours of practice for students
- NURS 404(4) Nursing Practice VII: 90 hours of practice for students
- NURS 414 (12) Nursing Practice VIII: 574 hours of practice for students

It is agreed that .06666 of a workload hour per student is the standard for NURS 375 Consolidated Practice Experience III; 0.8333 of a workload hour per student is the standard for NURS 414 Nursing Practice VIII; and 0.5555 of a workload hour per student is the standard for NURS 314: Nursing Practice VI and for NURS 404: Nursing Practice VII.

There are also professor/instructor-led Practice Courses. It is agreed that one hour of professor/instructor led Practice is the same as an hour of lecture or lab instruction. Totalling all of the officially scheduled contact hours for the faculty and dividing by 15 provides the measure of workload credit that is equivalent to the hours per week attached to regular semester-long courses.

Should fractional outcomes result from any of the formulas given above, the workload hour would be rounded up to the nearest .05 of an hour.

Signed March 28, 2013.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 14 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 10.2.1.2.4

Research Project Workload Credit

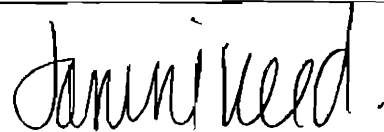
Date: September 14, 2015

Time: 4:55 pm

The parties agree to amend Article 10.2.1.2.4 as follows:

10.2.1.2.4 Undergraduate Student Research Project

With the permission of the Dean and the Department, a faculty member may supervise an undergraduate student research project. A faculty member who supervises an undergraduate student research project 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 undergraduate research project.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Priesse
Chair, VIUFA Bargaining Committee

Dated this 14 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 12.2.1

Vacations

Date: Sept 18, 2015

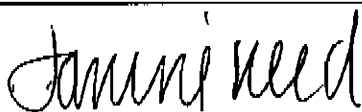
Time: 1:50 pm

The parties agree to amend Article 12.2.1 as follows:

12.2 VACATIONS

- 12.2.1 The employer shall provide each regular instructional faculty member, counsellor, advisor, and librarian 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.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Priesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 11.9.1
Maintenance of Placement – Housekeeping
Date: <i>Sept 18, 2015</i>
Time: <i>1:30 pm</i>



The parties agree to the housekeeping amendment in Article 11.9.1 as follows:

MAINTENANCE OF PLACEMENT

11.9.1 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 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 College University, Douglas College, Institute of Indigenous Government, Kwantlen Polytechnic University College, North Island College, Northern Lights College, Northwest Community College, Selkirk College, University College of the Cariboo Thompson Rivers University, Vancouver Community College.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Priesse Chair, VIUFA Bargaining Committee
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Dated this 18th day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 4.2.2, 11.4.1.7 c)

**Classifications: Counsellors and Advisors,
Department of Student Affairs**

Date: Sept 18, 2015

Time: 1:30pm

The parties agree to amend Articles 4.2.2 and 11.4.1.7 c) as follows:

4.2.2 Non-Instructional Faculty are those faculty members whose primary responsibility lies specifically in an area other than instruction. Included in this group are the Librarians, Counsellors, Advisors and Technicians.

11.4.1.7 c)

c) Counsellors and Advisors:

i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

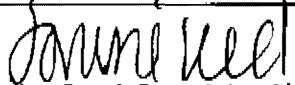

Note: Directly related experience for those employees ~~who's~~ whose primary assignment is Counselling shall be limited to Counselling experience. Directly related experience for those employees ~~who's~~ whose primary assignment is Advising (~~Educational Counsellors~~) shall be limited to Advising experience.)

New Letter of Agreement (number to be established upon proofing agreement)

Educational Advising

1. All seniority accrued by employees in "Educational Counseling" will be transferred to "Educational Advising".
2. Employees who have split appointments and/or assignments will continue to accrue seniority in their appropriate seniority groups.
3. The qualifications for 'Counsellor' can be distinguished from the qualifications for 'Advisor'.
4. The University may distinguish the two professions in terms of its internal organization and services to the University community.
5. 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".

The roles and salary levels of employees will not change as a result of the implementation of these changes.

 Jahine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**



Article 6.2.8
Seniority Groups
Date: Sept 18, 2015
Time: 1:30 PM

The parties agree amend Article 6.2.8 as follows:

6.2.8 The seniority groups currently agreed upon are:

Access Services	Geography
Accounting	History
American Sign Language Interpreters	Horticulture
Anthropology	Hospitality Management
Art and Design	International Education Student Advisor
BA Degree Advisor	Japanese
Baccalaureate Nursing	Law
Biology	Liberal Studies
Campus Career Centre	Library
Centre for Innovation and Excellence in Learning	Management
Chemistry	Marketing
Child & Youth Care	Mathematics
Chinese (-)	MBA Hertfordshire
Classics, Philosophy & Religious Studies	Media Services
Community Planning	Media Studies
Community Support Worker	Music
Computer Support	Physical Education
Computing Science	Physics
Counselling	Political Science
Creative Writing and Journalism	Practicum Liaison, Health Programs
Criminology	Practicum Liaison, Human Services Programs
Dental Hygiene	Psychology
Early Childhood Education and Care	Quantitative Methods
Earth Sciences	Recreation Administration/Tourism
Economics	Recruitment Enrollment Management
Education	Research Chair
Educational Adviser Advising	Resource Management Officer Technology
Educational Counselling	Social Work
English (26)	Sociology
Finance (8)	Spanish
First Nations Elder Elders	Student Financial Services
First Nations Student Services	Theatre

First Nations Studies	Women's Studies
Fisheries and Aquaculture	Writing Centre
Forestry	University Affairs
French	

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

NEW LOA

Joint Early Intervention Program

Date: Sept 18 2015

Time: 1:40 pm

The parties agree to a new Letter of Agreement as follows:

Letter of Agreement # _____ (number to be inserted upon proof reading)

Joint Early Intervention Program

A Joint Rehabilitation Committee made up of three representatives from the Association and three representatives from VIU (at least two of which will be from HR) will develop their own terms of reference and processes to reflect the following principles:

1. The Joint Early Intervention Program will be jointly managed.
2. Where an employee is absent for five(5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, an employee may be referred for participation in the Early Intervention Program. If an employee is referred, the employee must participate in the Early Intervention Program.
3. The purpose of the program is rehabilitative. The program is not punitive in nature and will not be used adversely as part of any disciplinary proceedings.
4. The employee will provide the information necessary for the employer, the union and the disability management services provider to determine the employee's prognosis for early, managed return to work.
5. All information provided to the committee or to the disability management services provider will be in confidence, and all records will be confidential. Managers will only be provided with information necessary for rehabilitative employment.
6. An employee enrolled into the program is entitled to union representation, and the union agrees to maintain the confidentiality of the employee's medical and related records.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of 2015, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 13

NEW language: Health, Insurance and Pension Benefits

Date: *Sept. 18, 2015*

Time: *2:15 PM*

The parties agree to delete the current Article 13 and replace with the following articles:

Replaces Article 13 and LOU "Partial Sick Leave and Partial Disability Benefits" – delete whole of existing Article 13 and LOU "Partial Sick Leave and Partial Disability Benefits" and replace with:

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 <https://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.

13.1 Eligibility for Benefits

a) Regular Faculty

Except where provided for by law only regular faculty members shall be eligible for the benefits outlined in this section.

Eligibility requirements for benefit coverage outlined in Articles 13.3 a), b) and d) include, a workload of at least 50% and an appointment length of at least 5 full months; and, for benefit coverage outlined in Article 13.3 c), a workload of at least 50% and appointment length of at least 10 full months.

A regular part-time faculty member who is not eligible for continued employer paid coverage due to a workload less than 50% shall be entitled to payment under Article 13.1 b) ~~Article 13(b)~~ for that time period only.

All faculty members will be eligible for-disability benefits in accordance with Article 13.4 ~~Article 13.4.2~~.

b) Temporary Instructional Faculty

Temporary instructional faculty, other than grand-parented temporary faculty (Article 11.1.4.4), not already in receipt of health and insurance benefits under Article 13 shall be entitled to payment of eight percent (8%) biweekly in lieu of health and insurance benefits. If the employee is participating in an employer paid LTD plan, the payment in lieu of benefits shall be reduced to six percent (6%).

Grand-parented temporary faculty (Article 11.1.4.4) shall remain eligible for benefit coverage provided the appointment meets the criteria outlined in Article 13.1 a) ~~Article 13(c)~~.

- c) **Temporary Non-Instructional Faculty**
Temporary non-instructional faculty with a workload of at least 50% and an appointment length of at least 5 full months are eligible for benefit coverage outlined in Article 13.3 a), b) and d) ~~Articles 13.4.1(a) – Basic Medical Insurance under the British Columbia Medical Plan, 13.4.1(b) – Extended Health Benefits, and 13.4.1(d) – Dental Plan.~~ Temporary non-instructional faculty with a workload of at least 50% and an appointment length of at least 10 full months are eligible for benefit coverage outlined in Article 13.3 c) ~~Article 13.4.1(c) – Group Life and Accidental Death and Dismemberment Insurance.~~

13.2 **Specific Benefits**

13.3 **Benefit Provisions**

- a) **Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions. Premiums are 100% employer paid.**
- b) **Extended Health Benefits**
- i. Premiums are 100% employer paid.
 - ii. To qualify for the Extended Health Benefit Plan, the employee must have medical coverage under a provincial plan. Eligible employees may commence participation on the first of the month following the date of employment.
 - iii. Total lifetime coverage level will be unlimited.
 - iv. Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a \$25 deductible in a calendar year. Effective January 1, 2016, Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a \$50 deductible in a calendar year. Covered expenses include, but are not limited to, eligible prescription drugs, ambulance charges and emergency medical expenses while travelling outside Canada. The maximum lifetime benefit is unlimited.
 - v. Hearing Aid benefit claims will be to a maximum of \$600 every five years. Effective January 1, 2017, hearing aid benefit claims will be to a maximum of \$1000 every three years.
 - vi. Medical Travel Referral Benefit shall be in accordance with the provisions set out in the benefits summary document found at <https://www2.viu.ca/HumanResources/BENEFIT.asp>.
 - vii. Emergency Travel Assistance coverage shall provide 24 hour assistance to the employee and dependant for locating medical care and arranging medical transportation during a medical emergency occurring almost anywhere in the world.
 - viii. Eye vision exams shall be reimbursed to a maximum of \$75.00 every two (2) years.
 - ix. Vision Care coverage shall provide 100% reimbursement for corrective lenses and frames or contact lenses up to a maximum of \$500 per person every 24 consecutive months.
 - x. Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
- c) **Group Life and Accidental Death and Dismemberment Insurance**
- i. The University contributes 100% of the premiums for life insurance, accidental death and dismemberment benefits for eligible participating faculty members.

- ii. Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.
- iii. The amount of insurance coverage and eligibility is shown on the Human Resources website at <https://www2.viu.ca/HumanResources/BENEFIT.asp>

d) Dental Plan

- i. Premiums are 100% employer paid.
- ii. Eligible employees may commence participation on the first of the month following one full calendar month of continuous employment.
- iii. The Dental Plan shall provide coverage including:
 - 100% of basic diagnostic, preventative, restorative and periodontic services, including of cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children (7 to age 19) and those with gum disease and other dental problems as approved by the Plan.
 - 60% of major restorative services such as crowns, bridges, and dentures.
 - 50% of orthodontia for dependent children to a maximum \$2000 per child.

e) Termination of Coverage

Retiring employees who are eligible for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

13.4 Disability Benefits

13.4.1 The Employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement

13.4.2 The disability benefits plan will be set an insured plan and will include the following elements:

- a) Benefit level of sick leave at one-hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty-one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter;

b) Partial Sick Leave and Partial Disability

The parties agree that it is in the interests of both employees and the employer to enable an employee to remain at work when the employee is only partially disabled:

- (i) an employee who is determined to be partially disabled shall be entitled to sick leave under Article 13.4.2.2 on a pro-rated basis until the employee has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days;
- (ii) should an employee on partial disability leave return to his/her full normal duties during this qualifying period for short term disability, and then become disabled again from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period;

(iii) Partial Sick Leave and Partial Disability shall otherwise be governed by provisions as described in the Faculty Common Disability Plan (FCDP).

- c) Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the FCDP.
- d) Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability;
- e) Employer payment of premiums for both short-term and long-term disability benefits;
- f) Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors);
- g) Mandatory rehabilitation as described in the JCBA plan;
- h) Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload.

13.4.3 Current employees shall retain any sick leave banks accrued up to but not beyond March 31, 2002 including any entitlement to full or partial payout of such sick leave banks. The provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

13.4.4 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 13.4.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 13.6.1.2.

13.4.5 Those employees not eligible for participation in this plan will continue to not have pay deducted for absences due to illness of up to three (3) contract hours or equivalent per course per month for the duration of the Collective Agreement.

13.5 Health and Welfare Benefits

13.5.1 Joint Committee on Benefits Administration

The Parties agree to maintain a Joint Committee on Benefits Administration (JCBA) with four members appointed by the Association's sectoral representative organization; and four members appointed by the Employer's sectoral representative organization.

13.5.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- d) Tendering of contracts.

Participation in the existing Benefits user Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

13.5.3 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement.

13.5.4 Costs of the Joint Committee

The Employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

13.6 COLLEGE PENSION PLAN

Participation in the College Pension Plan is mandatory for:

- (a) Faculty appointed to regular positions after September 1, 1999.
- (b) Temporary faculty who earn, in any calendar year, a salary exceeding fifty (50) percent of the year's maximum pensionable earnings (YMPE).

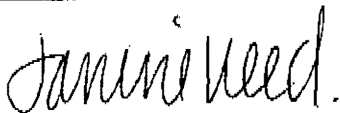
Participation in the College Pension Plan is optional for:

- a) Faculty appointed to regular positions prior to September 1, 1999 who opted to waive participation.
- b) Temporary faculty who earn less than fifty (50) percent of the YMPE provided a waiver form is completed and placed on file with Human Resources.

A faculty member who has waived enrolment may apply to participate in the College Pension Plan at any time and shall be covered effective the first day of the pay period following application to the Human Resources Department.

13.7 SUBROGATION

Details of all benefit plans shall form part of this agreement. There shall be no reduction in benefits under these plans or increases in premium costs without advance consultation with the committee of Personnel Stewards of the Association. During the term of this agreement neither party shall unilaterally alter the benefits of the plans. The selection of Insurance Carrier shall be made following consultation between the parties.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18th day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 14.4.5.5	
Terms of Reference of the Investigator	
Date:	<i>Sept 18, 2015</i>
Time:	<i>1:50 PM</i>

The parties agree to the amendment of Article 14.4.5.5 as follows:

14.4.5.5 Terms of Reference of the Investigator

- (a) *The purpose of the investigator will be to 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 alleged harasser. 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) *The investigator will conclude her/his 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) *The investigator may, as part of her/his report, make recommendations for resolution of the complaint.*
- (i) *The investigator's report will not be placed on an employee's file.*



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 15.2
Early Retirement Incentive
Date: <i>Sept 18, 2015</i>
Time: <i>1:30 pm</i>

The parties agree to amend Article 15.2 as follows:

15.2 EARLY RETIREMENT INCENTIVE

15.2.1 Until the end of the 2017-2018 Academic Year, the University may offer, or the faculty member may request a choice of one of the early retirement incentive alternatives described herein provided the faculty member meets the following qualifications:

- a) is age 55 or over
- b) has a minimum of ten years pensionable service
- c) is a regular faculty member on continuing appointment at the time of early retirement
- d) is not eligible for future incremental progression
- e) retires from his/her regular position

...

15.2.4 ~~During each contract year, the Academic Year 2015-2016~~ the University shall make available a fund equal to three times the annual salary of a faculty member at the top of the faculty salary scale. During the Academic Year 2016-2017, the University shall make available a fund equal to two times the annual salary of a faculty member at the top of the faculty salary scale. During the Academic Year 2017-2018, the University shall make available a fund equal to one times the annual salary scale of a faculty member at the top of the faculty salary scale.

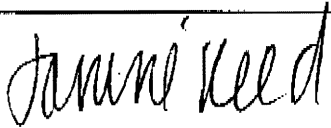
15.2.6 Subject to the limits in Article 15.2.5, each faculty member receiving an ERI will receive an amount calculated as follows:

Member Seniority

----- * 3 (or the appropriate multiplier as identified in 15.2.4) *
Annual Top of Scale

Total Seniority

Where Total Seniority is the sum of the number of years of seniority of all applicants receiving an Early Retirement Incentive. For the purposes of this calculation, the number of years of seniority for a person receiving the maximum benefit pursuant to Article 15.2.5 shall be deemed to be exactly the number necessary to generate that maximum amount. The seniority shall be calculated as of the first pay in August of the year in which the application is made.



Janine Reed, Bargaining Chair
Vancouver Island University



Sara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**


Summer Session Courses
Pro rata temporary faculty
Date: <i>Sept 18, 2015</i>
Time: <i>2:24 pm</i>

The parties agree to delete Letter of Understanding: Summer Session Courses:

~~LETTER OF UNDERSTANDING: SUMMER SESSION COURSES~~

~~It is agreed that grand-parented faculty who have pro-rata status in accordance with Article 11.1.4.4 shall have the right of first refusal, on the basis of temporary seniority, to available work for which the faculty member is qualified during the summer session. Such assignments shall be paid at his/her pro-rata rate.~~

~~Signed: May 22, 2001~~

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Priesse Chair, VIUFA Bargaining Committee
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Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Article 11.1.4.2

Salary Adjustment to flat rate

Date: *Sept 18 2015*

Time: *1:40 pm*

The parties have agreed to amend Article 11.1.4.2 as follows:

- 11.1.4.2 Effective January 1, 2013 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 April 1, 2013, by one percent to \$6,926.85~~

~~Effective September 1, 2013 or the date of tentative settlement of the parties' Memorandum of Agreement (whichever is later), by one percent to \$5,986.12~~

~~Effective January 1, 2014, by one percent to \$6,045.98~~

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 01, 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 01, 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 01, 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 01, 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



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

Articles 4, 6, 7, 9, 10, 11, 12, 13, 14, 15 and
Appendix C and LOA #7

Limited Term Contract Instructors

Date: Sept 18, 2015

Time: 1:50 pm

The parties have agreed to amend Articles 4, 6, 7, 9, 10, 11, 12, 13, 14, 15 and Appendix C and LOA #7 as follows:

4. CATEGORIES OF EMPLOYEES

4.1 CLASSIFICATION OF EMPLOYEES

For the purpose of identification within this agreement only, the terms "Regular Faculty Member," and "Temporary Faculty Member" and "Limited Term Contract Instructors" are defined in Articles 4.1.1, and 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.

4.1.2 Temporary Faculty Member

A temporary faculty member is a faculty member with an contractual appointment of one year or less where the work does not form a limited term contract.

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

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.

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.

6.2.1 The means of establishing seniority within the bargaining unit, as defined in Article 2.1 of this agreement, shall be:

"Seniority is defined as full-time years of continuous University service within the bargaining unit, inclusive of approved leaves or exchanges. Any regular faculty member whose continuous University service included temporary non-regular status shall have this time calculated on a cumulative basis (e.g. 2 years at half-time = 1 year at full-time)." (It should be noted that in lay-off considerations discussed in Article 6.6, seniority shall override contract renewal dates.)

6.2.3 When a faculty member is given a regular contract after serving at Vancouver Island on a temporary non-regular contract, the time served under the temporary non-regular contract shall be counted towards the faculty member's seniority to a maximum of 0.125 credits less than the regular seniority credits of the regular faculty member(s) with the least seniority in the seniority group(s) as of the last day of the biweekly pay period ending immediately prior to the effective date of the regular contract providing the regular contract commences within ten months of the last temporary non-regular contract.

6.4.1.4 Should there be any substantial changes in a posted or advertised position in the terms or length of appointment prior to the position being offered an applicant, the position shall be re-posted and re-advertised. Such changes do not include changing the position from permanent to temporary non-regular.

6.4.1.6.1 If the position to be filled is a regular one, a faculty member from outside the department(s) or service group(s) under consideration (preferably from outside the area(s) of responsibility of the senior administrator(s) concerned) shall be included in the process described in Article 6.4.1.5.

A temporary non-regular faculty member will be granted an interview for a regular position being filled through the recruitment process set out in Article 6.4.1 subject to the following conditions:

- a) The faculty member's last evaluation was satisfactory.
- b) The faculty member meets the minimum qualifications established for the position.

6.4.1.6.2 (a) If the position to be filled is a limited term contract Instructor, a search will be conducted, and, if a qualified internal candidate exists, a selection shall be made from the internal candidates. If there are no qualified internal candidates, external candidates will be considered. Internal searches are open to candidates who have regular seniority, non-regular seniority, are on limited term contracts or who have completed a limited term contract within the previous twelve months.

6.4.1.11 In the recruitment of temporary non-regular faculty, the responsibilities identified for the Vice President may be carried out by the appropriate senior administrator(s).

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 his/her designated duties. ~~A regular~~ 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.

6.6 LAY OFF

6.6.1 Reasons For Lay Off

6.6.1.1 Elimination of regular positions by the University for budgetary reasons, or for reasons of program redundancy, including the non-viability of non-teaching positions as a result of the preceding, will be carried out in accordance with this section.

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.

6.6.1.3 The ending of a limited term contract Instructor appointment does not constitute a layoff.

6.11 RECALL

6.11.1 Any faculty member who has been laid off will have right of recall to a regular position for which he/she is qualified. The right of recall shall extend for twenty-four (24) months from the date of lay off. The obligation for notice of recall shall be by registered mail to the last provided address, with a twenty working day waiting period from the date of mailing.

6.11.2 Any faculty member who accepts a recall to a regular position under this section will resume their employment with no loss in seniority. Any future eligibility for severance under this Article will be calculated from the date employment resumed.

6.11.3 Within a seniority group in which there has been a lay off of a regular faculty member, the University shall not employ temporary non-regular faculty members for the subsequent two (2) years unless all faculty members laid off from that group have been offered such temporary non-regular work. Acceptance of such temporary non-regular work will not change the period of recall.

6.11.4

A faculty member who has been laid off and who, during their recall period, receives a temporary non-regular assignment shall be appointed on a temporary non-regular basis. That faculty member shall have the right of first refusal for any temporary non-regular work for which s/he is qualified within his/her department, up to the level of his/her regular workload prior to lay off, before any part-time regular faculty member in that department exercises the right of refusal for the available temporary non-regular work. At the end of the recall period all regular and temporary non-regular seniority shall be converted to temporary non-regular seniority

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.

7.7 SUPERVISED EVALUATION OF TEMPORARY-NON-REGULAR FACULTY MEMBER

A temporary 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. Evaluation shall be carried out using methods appropriate to the particular assignment. (See Articles 7.2 and 7.3)

9. **RENEWAL OF APPOINTMENT**

9.1 Limited Term Contracts

Where possible, subject to 9.2.2.1, limited term contracts will be offered in 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. 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 any limited term contracts.

9.1.1 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 the end of the semester closest to that return date. The limited term contracts 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.

9.2 APPOINTMENT OF ~~TEMPORARY~~ NON-REGULAR EMPLOYEES

9.2.1 Seniority of ~~Temporary~~ Non-Regular Faculty

Subject to subsequent provisions in this article, A a temporary non-regular faculty member whose initial evaluations have been satisfactory shall accrue seniority.

9.2.2.1 Work in a department will be assigned according to 10.4 to the regular faculty complement. Additional 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 limited term contracts, according to Article 4.1.

9.2.2.2 Subject to paragraph 9.2.2.1 above, additional available temporary work in the same department will be offered to qualified limited term contract faculty with seniority who have less than full workloads, who have received satisfactory teaching evaluations pursuant to Article 7.6. If there are two or more limited term contract faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5. Such work will be paid according Article 11.1.4.2 (Temporary Instructional Rate).

9.2.2.23 Subject to paragraph 9.2.2.1 and 9.2.2.42 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, 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 contract.

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 twelve 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.

9.3.1 Creating ongoing faculty appointments in a sustainable way provides the best conditions for ensuring program viability, student success, and employee satisfaction. Therefore, ~~In those instances where ongoing workload is sufficient, the University shall normally (and when budget permits)~~ recruit and appoint regular, rather than temporary non-regular, faculty members.

9.4 CONVERSION OF FACULTY (INSTRUCTIONAL AND NON-INSTRUCTIONAL) TO REGULAR STATUS

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

9.4.1 Regularization of Temporary Non-Regular Faculty

9.4.1.1 Eligibility Requirements

9.4.1.1.1 Eligibility Requirements – Temporary Faculty

A temporary ~~pre-rata~~ faculty member shall be entitled to be converted to regular status where the temporary ~~pre-rata~~ 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:

9.4.1.1.2 Limited Term Contract Faculty

A limited term contract Instructor shall be entitled to be converted to regular status where the limited term contract Instructor has completed no fewer than two consecutive contractual terms, totalling at least two academic years as a limited term contract Instructor, while maintaining a workload of 50% or greater in each of those academic years, provided:

- a) there is a reasonable expectation that the workload performed by the limited term contract Instructor will be unencumbered and ongoing after the conclusion of the last limited term contract, and
- b) the evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory.

In the case of workload that becomes unencumbered, and notice of this is given to VIU by February 1, then if VIUFA is provided with notice by February 15 at the latest that the workload in the following academic year will be filled through a posted vacancy, that work is not eligible for regularization. If the Employer receives notice after February 1 that the work will no longer be encumbered, then the deadline for notice to VIUFA is the following February 15 at the latest and the Limited Term Contract Instructor will be offered a one year extension of their contract.

For the purposes of determining eligibility for regularization, only the workload and releases associated with that workload will be considered.

9.4.1.3 Seniority

- a) Where a temporary non-regular faculty member is offered regular status pursuant to Article 9.4.1, the time served under the eligible temporary non-regular contracts and accrued as temporary non-regular seniority shall be counted towards the faculty member's regular seniority as described in Articles 6.2.1 and 6.2.3 of the Collective Agreement. temporary Non-regular seniority shall be counted to a maximum of 0.125 credits less than the regular seniority credits of the regular faculty member(s) employed as of four (4) months prior to the date of regularization with the least seniority in the seniority group(s) as of the last day of the biweekly pay period ending immediately prior to the effective date of the regularization.

- b) Should lay off subsequently be necessary and two or more faculty members have equal regular seniority credits within the seniority group affected, temporary non-regular seniority credits which were accrued to the date of regularization but were not eligible for conversion to regular seniority under Article 9.4.1.3(a) will be considered for the purpose of determining which of the faculty members with equal regular seniority is considered to be more senior. If, after considering any temporary non-regular seniority credits which were not converted to regular seniority, the seniority credits of two or more of the faculty members continues to be equal, the determination of the least senior faculty member shall be by chance.

9.4.4 If any temporary non-regular faculty member believes that the regularization provisions of the collective agreement have been violated (with respect to his or her assignment, including an assignment in replacement of a faculty member who has chosen to phase in his or her early retirement), he or she may request a review of the assignment by the Vice-President Academic & Research, who will render a written conclusion with a copy to the VIUFA Chief Personnel Steward.

10.1 ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS

10.1.1 Regular faculty members are normally appointed on the basis of a twelve-month academic year which runs from August 1 to July 31.

10.1.1.1 Limited term contract faculty members are normally appointed on the basis of a twelve-month academic year which runs from August 1 to July 31, within the constraints of the contract's start and end date, or for one semester contracts.

10.1.2 Professors and Limited Term Contract Instructors

10.1.2.1 The instructional assignment for the academic year normally consists of approximately eight months. In addition to this instructional assignment, Professors and limited term contract Instructors shall normally (except under Article 12.2.3) spend two months on campus engaged in the preparation and review of courses, the interviewing of prospective students, professional development, the ordering of supplies and equipment, and other non-instructional activities of the University. In the event an instructional faculty member is unable to access a six week continuous period to conduct non-instructional activities described above in a given academic year, subject to the approval of the Dean, the instructional faculty member may be provided with a six week continuous period to conduct non-instructional activities in the following academic year. Such approval will not be unreasonably denied.

10.1.2.2 Newly appointed regular Professors and limited term contract Instructors shall normally commence duties on the campus on August 1 of their first contract year.

10.2 WORKLOAD

10.2.1 Workload for Regular and Limited Term Contract Instructional Faculty.

10.2.1.2.1

Workloads shall be established within the following limits.

Maximum number of teaching hours per week = 16 (sixteen) averaged over two semesters.

Teaching hour is one hour of scheduled lecture, studio or lab time per week; one hour of unconventional teaching time (see Letter of Understanding, Unconventional Instruction Designated Under 10.2.1.2.1) is equivalent to 2/3 of a teaching hour.

Maximum number of regular lecture classes (3 or 4 hours) = 8.

No temporary non-regular faculty member shall be required to accept a workload higher than as specified in Article 10.2.1.2.

10.2.1.2.2 Professors and limited term contract instructors may be assigned portions of their workload in the two month work period during the semester in which holidays are taken (normally such assignments would occur during the May/June period).

10.2.1.2.5 Team and Shared Teaching

Given the VIU commitment to high quality instruction, effective innovations in course delivery and pedagogy are encouraged. Notwithstanding existing departmental workload agreements, the following definitions are intended to guide departments, Deans, and the VIUFA in calculating acceptable instructional workloads:

"Team teaching" describes courses delivered by teams of two or more faculty, in which faculty members each prepare, attend, deliver, and evaluate all parts of the course. For team teaching, each faculty member is credited with "full" workload credit for the course.

"Shared teaching" describes courses delivered by two or more faculty, in which each takes responsibility for a discrete part of the course. For shared teaching, each faculty member is credited with a portion of the workload credit for the course.

With the approval of the Dean and the Department, a faculty member may at their discretion participate in the shared teaching of a course. The proportion of the course shall be determined by taking into account the factors outlined in Article 10.2.1.1. above, and through consultation between the Dean and the Department. For example, a standard three-credit course in the BA program would use 45 hours (15 weeks x 3 hours/week) as the standard for determining the appropriate workload portion. For example, a faculty member teaching 3 weeks of a shared course shall be credited with 0.2 of a course.

For temporary non-regular faculty, such an arrangement shall be paid at the corresponding proportion of the appropriate flat rate. In cases where a shared teaching assignment of less than one course cannot be readily calculated into a regular faculty member's annual workload assignment, the workload credit shall be carried forward.

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) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.
- b) A regular or limited term contract faculty member teaching Summer Session (Article 10.3.2) or Field Schools (Article 10.3.3) shall be paid in accordance with Article 11.1.4.2.

- c) A temporary faculty member with a workload in excess of that specified in Article 10.2.1.2 shall be paid for the additional workload in accordance with Article 11.1.4.2.

10.3.3 Field Schools Studies

A regular or limited term contract faculty member teaching a field school (including studies abroad), except those field schools which are a program requirement shall be paid in accordance with Article 11.1.4.2.

10.11.1.2

A limited term contract faculty member whose contract specifies a teaching assignment with more than one section of upper-level scholarly activity release may choose to group his/her scholarly activity release into a single semester within the term of the contract with the approval of the dean.

If extenuating circumstances arise such that the grouped scholarly activity is not claimed by the final semester of the contract, the equivalent value will be paid out in salary at the end of the contract.

SALARY SCHEDULE F2 (All regular faculty and limited term contract Instructors, excepting Technicians.)

11.1.3

Limited term contract Instructors shall be positioned on the salary scale in the same manner as a regular faculty member. For part time limited term contract faculty his/her salary shall be the biweekly rate times the percentage of a full-time workload consistent with his/her original appointment paid evenly on a biweekly basis.

11.1.4.3

Temporary Non-regular faculty not already in receipt of health and insurance benefits under Article 13 shall be entitled to payment of eight percent (8%) biweekly in lieu of health and insurance benefits. If the employee is participating in an employer paid LTD plan, the payment in lieu of benefits shall be reduced to six percent (6%).

11.4.1.1

Initial salary placement shall take place upon appointment. Upon reappointment of a temporary limited term contract or temporary non-instructional faculty member, salary placement shall not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary limited term contract or temporary non-instructional appointment.

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 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.

11.4.1.7 Experience Credit

- a) Professors and limited term contract instructors (excluding Education Programs):
- b) Professors and limited term contract instructors in Education Programs:

11.4.4 Change of Assignment

A regular faculty member or limited term contract faculty member who has been placed on the salary schedule shall not receive a new placement if he/she is reassigned to another position within the same salary scale, at any time after he/she has been appointed to more than a one-year term.

12.2 VACATIONS

12.2.1 The employer shall provide each regular instructional and limited term contract faculty member, counsellor, advisor, and librarian 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.

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

12.2.3 An instructional faculty member and limited term contract instructors may request vacation at times other than the June 15 to August 15 period. Such a request shall normally be approved unless the requested period falls within the specified teaching period, including each full regular semester (including examination period) and each designated teaching period for special session or summer session in which the University-College Professor or limited term contract instructor has assigned teaching duties.

12.2.4 If the University requires an instructional faculty member to report for duty or otherwise be in attendance during his or her vacation time, then the Professor or limited term contract instructors is given equivalent time off. Both the request and arrangements for equivalent time off are to be made in writing.

12.3 PROFESSIONAL DEVELOPMENT

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:

1. The activities (as per Article 12.3.1.a) have been approved by the appropriate academic administrator and

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

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://www.mala.bc.ca/www/discover/hr/benefit.htm>. Whenever a change to these benefits occurs, the Chief Personnel Steward will be notified in writing by the Human Resources Department.

13.1 Eligibility for Benefits

- a) Regular Faculty and Limited Term Contract Instructors

Except where provided for by law only regular faculty members and limited term contract instructors shall be eligible for the benefits outlined in this section.

Eligibility requirements for benefit coverage outlined in Articles 13.3 a), b) and d) include, a workload of at least 50% and an appointment length of at least 5 full months; and, for benefit coverage outlined in Article 13.3 c), a workload of at least 50% and appointment length of at least 10 full months.

Should a limited term contract instructor not qualify for benefits, Article 12.1b) applies.

A regular part-time faculty member who is not eligible for continued employer paid coverage due to a workload less than 50% shall be entitled to payment under Article 13.1 b) ~~Article 13(b)~~ for that time period only.

All faculty members will be eligible for disability benefits in accordance with Article 13.4 ~~Article 13.4.2~~.

b) Temporary Non-Regular Instructional Faculty

Temporary instructional faculty, ~~other than grand-parented temporary faculty (Article 11.1.4.4)~~, not already in receipt of health and insurance benefits under Article 13 shall be entitled to payment of eight percent (8%) biweekly in lieu of health and insurance benefits. If the employee is participating in an employer paid LTD plan, the payment in lieu of benefits shall be reduced to six percent (6%).

~~Grand-parented temporary faculty (Article 11.1.4.4) shall remain eligible for benefit coverage provided the appointment meets the criteria outlined in Article 13.1 a) Article 13(c).~~

13.6 COLLEGE PENSION PLAN

Participation in the College Pension Plan is mandatory for:

- (a) Faculty appointed to regular positions after September 1, 1999.
- (b) ~~Temporary~~ Non-regular faculty who earn, in any calendar year, a salary exceeding fifty (50) percent of the year's maximum pensionable earnings (YMPE).

Participation in the College Pension Plan is optional for:

- (a) Faculty appointed to regular positions prior to September 1, 1999 who opted to waive participation.
- (b) ~~Temporary~~ Non-regular faculty who earn less than fifty (50) percent of the YMPE provided a waiver form is completed and placed on file with Human Resources.

A faculty member who has waived enrolment may apply to participate in the College Pension Plan at any time and shall be covered effective the first day of the pay period following application to the Human Resources Department.

14.5 TECHNOLOGY CHANGE

The parties agree to apply the provisions of Section 54 of the 1992 Labour Relations Code except that a significant number of employees shall be defined as one or more regular or temporary non-regular employees. Copies of this legislation are available from the Chief Personnel Steward or Human Resources.

15.3.1 Temporary Non-regular faculty shall continue to have access to the following Vancouver Island services and facilities for the twelve (12) months following the end of their last employment with Vancouver Island:

- a) e-mail;
- b) library, with the exception of interlibrary loans;
- c) computers and networks that are accessible to students.

APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY

VANCOUVER ISLAND UNIVERSITY

PROFESSOR: COUNSELLOR: LIBRARIAN: ADVISOR: LIMITED TERM CONTRACT:

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of temporary non-regular faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary non-regular appointment.

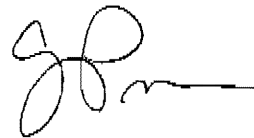
T-Doc 29 – LOA 7 – Upper Level Release for Non-Regular Faculty ~~Now Flat Rate for Instruction~~

It is agreed that nothing in the establishment of ~~this the flat~~ rate and related provisions, will reduce the previous entitlement for Upper Level release afforded to temporary non-regular faculty.

Accordingly, Article 10.11.1 (a) will apply to temporary non-regular faculty with a seven section or equivalent assignment which includes one or more upper level sections per academic year in that the temporary non-regular faculty member will be paid for the eighth section or equivalent.



Janine Reed, Bargaining Chair
Vancouver Island University



Gara Pruesse
Chair, VIUFA Bargaining Committee

Dated this 18 day of Sept, 2015.

**Vancouver Island University & VIUFA
Collective Agreement Negotiations 2014**

LOA #10 MBA
MBA
Date: <i>Sept 18, 2015.</i>
Time: <i>1:50 pm</i>

The parties have agreed to renew and amend LOA #10 MBA LOA as follows:

**Letter of Agreement #10
Between ~~Malaspina University-College~~ Vancouver Island University & Malaspina
Vancouver Island University Faculty Association
MBA**

This Letter applies to the Malaspina Vancouver Island University MBA degree and the University of Hertfordshire (UH) MSc.-IB. The program is a dual degree program. In this Letter, any reference to "degree" shall mean the MBA.

It is recognized that there are three semesters in the MBA degree and each faculty member in the degree will:

- teach a minimum of one MBA section;
- supervise up to eight students on their Applied Projects;
- serve as second marker for one other section;
- attend three faculty development workshops;
- prepare and mark additional assignments where students are granted rewrites;
- attend University of Hertfordshire subject boards.

A faculty member may choose to supervise a maximum of 24 Applied Projects in any 12 month period.

A. Workload

1. Teaching

1a. Teaching – Full-time Regular Faculty

Each section of an MBA course offered shall count as one section for the purposes of workload calculation regardless of whether there are two, three or four contact hours associated with that course.

The maximum workload of a faculty member teaching two or more sections of an MBA course (or courses) shall be six sections.

No faculty member shall be required to teach more than two different MBA courses during an academic year.

The maximum workload of a faculty member teaching only a single section of an MBA course shall be seven sections. If that faculty member is also teaching an upper level course, the maximum workload will be six sections.

Regular faculty teaching in the degree shall not be required to teach more than two sections of degree courses in an academic year and shall not be required to teach any Pre-MBA courses.

1b. Teaching – Part-time Regular and Temporary Faculty and Pre-MBA teaching

A temporary faculty member shall be compensated at the applicable flat rate for each section taught. Temporary workload contains no release time.

If a full-time or part-time regular faculty member teaches Pre-MBA courses they shall be compensated at the flat rate for each summer section taught, and at 1/12 of their annual full-time salary for each section taught in any semester other than summer.

Any regularization of faculty will be determined as per 9.4.1.1 of the MFA VIUFA Collective Agreement with the following modifications:

- including all MBA courses regardless of the semester they are offered;
- teaching eight sections (or equivalent combination of sections and student supervision) over any sequential 24 months period, with a minimum of four sections in each of both 12 months periods, shall be sufficient to meet the 50 percent requirement for triggering regularization rights;
- the supervision of six to eight student projects will count as the equivalent of one section for the purposes of regularization.

2. Other Duties

It is acknowledged that the degree calls for duties that may not be present in other graduate programs. Such duties include serving as second marker for one other section, attending three half-day faculty development workshops, attendance at Subject board meetings and preparing and marking additional assignments where students have been granted rewrites. Regular and temporary faculty members shall be required to complete these duties as part of their teaching assignment in the MBA degree.

Temporary faculty members will be paid a stipend of \$750 for performing these other duties.

A faculty member who is required to act as a second marker for more sections than he or she is teaching shall be paid a stipend of \$1000 for each section above the number of sections taught.

3. Applied Business Project Supervision

Regular and temporary faculty members shall be required to supervise Applied Business Projects of up to eight graduate students in an academic year.

Regular faculty members supervising a graduate student Applied Project may be required to meet with their students at most two times during the vacation period, and the second meeting, if required, shall be a minimum of two weeks after the first meeting. Regular faculty members may request vacation exchanges, which shall be granted except in rare and unusual circumstances.

Regular faculty may choose either a workload credit or cash payment.

For each graduate student a regular faculty member supervises, the faculty member shall, at their discretion, either be paid an additional payment of the greater of \$1,100 or 1/64 of their annual full-time salary, or be permitted to bank an overload credit equal to 1/8 of a section. It is recognized that some projects may be group projects, with a normal maximum of five students. In the situation where more than two students are working on the same project, the compensation for the third, fourth and fifth students will be \$1,000 per student. No faculty member will be required to supervise a group project.

Temporary faculty shall be paid \$1,100 per supervised graduate student.

4. Scheduling and teaching beyond the provisions of 1a above

Full workload credit will be given for any MBA courses taught regardless of when they are taught.

Teaching during the May through August period shall be at the discretion of the faculty member. If a faculty member agrees to teach during the May through August period, their workload assignment shall, if the faculty member so desires, be structured to ensure that they have two blocks of non-teaching time each of which has duration of two months. The scheduling of those blocks shall be mutually agreed upon by the faculty member and the Dean.

The faculty member will identify a 44 day vacation period, consistent with Article 12.2.3. All other time during the above two two-month blocks will be professional development time and non-instructional duty time in keeping with Article 10.1.2.1. During this time the faculty member will be on campus unless a plan is approved by the Dean for the member to be off campus.

5. Second Applied Business Project Reading

For each graduate student Applied Business Project supervised, regular or temporary faculty members may be required to act as the second reader for the Project of one student being supervised by another faculty member. Where a regular or temporary faculty member acts as second reader for more than the number of graduate student Applied Business Project she or he is supervising, the regular or temporary faculty member shall receive \$250 for each Applied Business Project in excess.

6. MBA Internship Coordinators

MBA Internship coordinators will be faculty engaged in facilitating student learning who are called upon to exercise judgment in ensuring a successful and safe internship experience. Professionally qualified coordinators prepare students for the internship with a combination of group and individual learning activities, develop internship placements, oversee the internship experience, troubleshoot problems encountered by students or employers and recommend students on a pass/fail basis according to primarily objective criteria.

B. Payment for Applied Project Referrals (Submission of a revised Applied Project), Re-enrolments (Submission of a new Applied Project after re-enrolling) and Deferrals (Submission of a deferred Applied Project because of extenuating circumstances).

1. Definitions (extracted and adapted from the University of Hertfordshire Academic Regulations for Undergraduate and Taught Postgraduate Programmes (UPR AS/C/5 Section D5)):

Referral: Defined as a reassessment opportunity for students who have been unsuccessful at their first attempt. Students are not required to re-enrol in the course.

Re-enrolment: Students are given the opportunity to repeat a course or courses, which they have previously failed at first or second attempt.

Deferral: The Director may decide that a student with valid reasons for not having attempted one or more assessments may be permitted to undertake deferred assessments at a later date.

2. Payments for referrals

In the event that a student has been granted a referral after receiving a failing grade on an Applied Project, the rewriting of the failed Applied Project will extend beyond the normal deadline. To accommodate the referral, students will be given the opportunity to be supervised, to rewrite and to resubmit the Applied Project. To facilitate the resubmission, both the Applied Project supervisor and the second marker for the Applied Project will continue to be engaged to supervise and mark the resubmitted (referred) Applied Project. The Applied Project supervisor will make detailed comments for any failing Applied Project and discuss these with the student. During the rewriting, the Applied Project supervisor will meet with the student at least twice, once to provide feedback on problems associated with the failed Applied Project and once to review improvements the student has made. The Applied Project supervisor will mark the resubmitted Applied Project. The second marker will also mark the resubmitted Applied Project. For this additional work, the Applied Project supervisor will be paid \$250 and the second marker will be paid \$100.

3. Payment for re-enrolments

In the event that a student has been granted a re-enrolment and thereby given an opportunity to write a completely new Applied Project with a new topic, a new Applied Project supervisor and second marker will be assigned. The student will re-enrol in the Applied Project course and pay full tuition. The workload credit for the new supervisor shall be as per section A-3. The new second marker will be paid \$250. A student granted a re-enrolment opportunity may also be eligible for a referral should they receive an F grade; in which case the Applied Project supervisor and second marker will proceed as outlined above under "referral".

4. Payment for deferrals

In the event that student has been granted a deferral, due to extenuating circumstances, and will thus be submitting their Applied Project later than the normal deadline either a new supervisor and second marker may be appointed, or the original supervisor and second marker may continue to be involved with the student under their original contact.



In the event that a new supervisor is assigned, and he or she has the comments from the prior supervisor, he or she will be expected to meet with the student only once. The new Applied Project supervisor will be paid \$300 and the new second marker will be paid \$150.

C. Terms of Agreement

The Letter of Agreement replaces three previous letters.

1. The MBA Hertfordshire Addendum – Payment for MBA Thesis Rewrites, dated September, 2005
2. The MBA Hertfordshire Addendum – Payment for MBA Thesis, dated November, 2005
3. The MBA Hertfordshire Letter of Agreement, dated May, 2003

~~This Letter of Agreement will be in effect from April 1, 2007 and expires March 31, 2010.~~
Original Letter signed October 2007.

 Janine Reed, Bargaining Chair Vancouver Island University	 Gara Pruesse Chair, VIUFA Bargaining Committee
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Dated this 18 day of Sept, 2015.