

MEMORANDUM OF AGREEMENT

Between

VANCOUVER ISLAND UNIVERSITY

(The Employer)

and the

VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION

(The Association)

THE EMPLOYER'S BARGAINING REPRESENTATIVES AGREE TO RECOMMEND TO THE VANCOUVER ISLAND UNIVERSITY BOARD

AND

THE ASSOCIATION'S BARGAINING REPRESENTATIVES AGREE TO RECOMMEND TO THE ASSOCIATION'S MEMBERSHIP

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2012 AND EXPIRING MARCH 31, 2014, SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2-5.

2. Term of the Agreement

The term of the Collective Agreement shall be for twenty-four (24) months from April 1, 2012 to March 31, 2014.

3. Effective Dates

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

4. Schedule A (Faculty Compensation Template Table)

The Employer and the Association agree to the amendments to the Collective Agreement attached to this Memorandum of Agreement, and identified as "Schedule A".

5. Schedule B (Local Bargaining)

The Employer and the Association agree to the amendments to the Collective Agreement attached to this Memorandum of Agreement and identified as "Schedule B".

6. Schedule C

The Employer and the Association agree to the processes and agreements contained in "Schedule C" that will not form part of the Collective Agreement.

7. Ratification

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

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

Signed this _____ day of March, 2013.

BARGAINING REPRESENTATIVES FOR

BARGAINING REPRESENTATIVES FOR

THE EMPLOYER:

THE UNION:

SCHEDULE "A"

VANCOUVER ISLAND UNIVERSITY

and the

VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION

1. **Article 14 – Harassment**

- (a) Effective the date of ratification, the Employer and the Association agree to amend Article 14.4.1 as follows:

“14.4.1 Statement of Commitment

The colleges and institutes promote 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 a responsibility under the BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment 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. **The Union and Employer agree that attendance is required and will take place during compensated work time.**”

- (b) **Harassment**

Effective the date of ratification, the Employer and the Association agree to Schedule “1.1” attached to this Schedule relating to Harassment.

2. **New – Letter of Understanding – Expedited Arbitration**

Effective the date of ratification, the Employer and the Association agree to the Letter of Understanding – Expedited Arbitration which is attached to this Schedule as Schedule “1.2”.

3. Article 12.3 –Professional Development

Effective the date of ratification, the Employers and the Unions agree to amend Article 12.3.1 (a) – (c) as follows:

12.3 PROFESSIONAL DEVELOPMENT

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

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

Only those activities undertaken primarily for the benefit of University can be considered for non-taxable reimbursement.

The following expenses may be eligible for reimbursement:

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

As non-taxable reimbursements, goods purchased through Professional Development funds remain the property of the University ~~Malaspina University College~~.

Faculty members may elect to open Research Accounts.

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

- 1) Claimed on an expense claim form authorized by the Dean, Director or Regional Campus Principal. Payment to the faculty member of 75% of the unexpended balance at the end of the fiscal year (March 31) of that amount will be added to his/her taxable income for the calendar year in which the payment is received. The remainder (25%) of the unexpended balance claimed by the faculty on the expense claim, at the end of the fiscal year (March 31), will be retained by the University;

- 2) Carried forward to the following fiscal year provided that at no time will an employee's Professional Development fund balance exceed \$3,000; or
- 3) Carried forward into the faculty member's Research Account.

In addition to this the University-College shall cover expenses for one faculty member, in each discipline where Provincially approved articulation meetings are held, to attend one such meeting per year.

b) provide the Association Professional Development Committee a minimum of \$4,500 for the sponsorship of activities which in the opinion of the committee shall be of professional interest to the general faculty.

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

4. Article 1.2 - Term of Agreement /Continuation Clause

Effective the date of ratification, the Employer and the Association agree to amend Article 1.2 as follows:

This Agreement shall be binding from April 1, ~~2010~~**2012** until March 31, ~~2012~~**2014**, or until a new agreement is signed, whichever is later. The continuance of the increment structure is hereby agreed to by both parties. This Agreement may be opened for collective bargaining by either party at any time after November 30, ~~2001~~**2013**, in accordance with Section 46 of the Labour Code of British Columbia (1992)."

6. Article 11.1.4.2 and 11.9 – Salaries

Effective the date of ratification, the Employer and the Association agree to amend Articles 11.1.4.2 and 11.9 as follows:

- (a) "11.1.4.2 Effective January 1, 2013, a temporary instructional faculty member shall be paid the flat rate of \$5868.16 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 in as follows:

Effective April 1, 2013, by one percent to \$5,926.85

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.

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.”

(b) “11.9.1

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective September 1, 2013 or the date of tentative settlement of the local parties’ Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.”

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

(c) “11.9.2 Secondary Scale Adjustment

~~(a) Effective April 1, 2007, April 1, 2008, and April 1, 2009 all steps on secondary scales will be increased by two point 1 percent (2.1%).~~

~~(b) Step F1-9 of the Technician’s Salary Schedule shall be increased by the following:~~

- ~~(i) Effective April 1, 2007 by 2.94%;~~
- ~~(ii) Effective April 1, 2008 by 2.85%;~~
- ~~(iii) Effective April 1, 2009 by 2.79%.~~

11.9.2.1

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

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

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

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

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

SCHEDULE 1.1

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.

SCHEDULE 1.2

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

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.

2. Issues for Expedited Arbitration

- (a) 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 a local party 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.
- (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.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

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

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. 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.

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.

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.

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.

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.

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.

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 institution or at the offices of the union where possible to minimize costs.

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*.

Appendix "A"

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	1-Jan-13 to 31-Mar-13	01-Apr-13 to 31-Aug-13	01-Sep-13* to 31-Dec-13	01-Jan-14 to 31-Mar-14
1	\$ 84,063	\$ 84,904	\$ 85,753	\$ 86,611
2	\$ 78,750	\$ 79,538	\$ 80,333	\$ 81,136
3	\$ 73,354	\$ 74,088	\$ 74,829	\$ 75,577
4	\$ 70,352	\$ 71,056	\$ 71,767	\$ 72,485
5	\$ 67,775	\$ 68,453	\$ 69,138	\$ 69,829
6	\$ 65,199	\$ 65,851	\$ 66,510	\$ 67,175
7	\$ 62,622	\$ 63,248	\$ 63,880	\$ 64,519
8	\$ 60,045	\$ 60,645	\$ 61,251	\$ 61,864
9	\$ 57,468	\$ 58,043	\$ 58,623	\$ 59,209
10	\$ 54,891	\$ 55,440	\$ 55,994	\$ 56,554
11	\$ 52,315	\$ 52,838	\$ 53,366	\$ 53,900

* or the date of tentative settlement of the parties' Memorandum of Agreement (whichever is later).

SCHEDULE B

B1 Amend the collective agreement to reflect the change of “University College Professor” to “Professor”. Any articles not identified in this schedule will be amended to reflect these changes as part of the “housekeeping” required to produce the collective agreement.

Amend Article 2 to implement the change from University-College Professor to Professor as follows:

2. UNION SECURITY

2.1 UNION RECOGNITION

2.1.1 The University ~~College~~ recognizes that the Association is the exclusive bargaining authority for all faculty members who are employed as ~~University College~~ professors, instructors, counsellors, librarians and technicians at and from ~~Malaspina Vancouver Island University College~~ except instructors employed in the Vocational Division and Continuing Education.

Amend Article 4 to implement the change from University-College Professor to Professor 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" are defined in Articles 4.1.1 and 4.1.2, and the primary areas of responsibility of the “~~University College~~ Professor”, "Instructor" and "Non-instructional Faculty Member" are set out in Articles 4.2.1 and 4.2.2.

4.1.1 Regular Faculty Member

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

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

4.1.2 Temporary Faculty Member

A temporary faculty member is a faculty member with a contractual appointment of one year or less.

4.1.3 The title for regular instructional faculty shall be “Professor”. Temporary instructional faculty shall be referred to as “Instructor”.

4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES

4.2.1 The primary responsibilities of the ~~University College~~ Professor/ Instructor are to prepare and to teach courses and programs within his/her area of competence, and to tutor, advise and evaluate students.

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 and Technicians.

4.2.2.1 Categories of Technicians

4.2.2.1.1 Technicians are classified into three broad categories based on the kind of work they typically do:

- Laboratory demonstrators and classroom assistants;
- Information technologists; and
- Student service specialists.

These categories are independent of seniority groups. Nothing in these categories will in any way alter established seniority groups.

These categories do not apply to any existing positions that are not currently classified as technicians.

a) Laboratory demonstrators and classroom assistants

These are technicians employed by individual departments and faculties and whose primary assignments are to:

- i) order, maintain and organize specialized equipment, supplies and materials on behalf of a program;
- ii) set up equipment and materials for laboratories and classes according to the directions of a ~~University College p~~ Professor/~~i~~Instructor or program Chair and to accepted safety standards and procedures;
- iii) assist with the instruction, supervision and evaluation of students in laboratory, seminar and fieldwork classes under the general supervision of a ~~course~~ ~~University College p~~ Professor/~~i~~Instructor or program administrator.

Laboratory demonstrators and classroom assistants can be distinguished from ~~University College~~ Professors/Instructors because only the latter can have independent authority for a course and course grades. Technicians can at most have shared responsibility for a minor portion of a course grade.

b) Information Technologists

These are technicians employed by institution-wide service departments and whose primary assignments are to:

- i) play an active role in testing and evaluating new information technologies for use across the institution;
- ii) deploy, support and troubleshoot various information technologies across the institution;
- iii) develop procedures and training that assist students, faculty and staff to use various information technologies more effectively.

Information technologists can be distinguished from support staff who use a more limited range of information technology skills to perform more specific or routine tasks—for example, web site design; routine installation, upgrading and repair of hardware and software; and first-response helpdesk support. (As understood here, “routine” tasks are those that can be handled, with little risk of complications, by a person without technician qualifications carrying out a simple and straightforward set of instructions that has been prepared with the assistance of a technician.)

c) Student Service Specialists

These are technicians who are employed by instructional and service Departments and whose primary assignments are to:

- i) organize and administer training and employment related field placements for students in situations where status or specialized disciplinary knowledge is essential for the success of the placement program; or
- ii) implement programs and advise students in specialized ways that can affect the ability of students to complete programs successfully; or
- iii) serve as an Elder; or
- iv) serve as a simultaneous Interpreter for the Deaf. A person serving as a simultaneous Interpreter for the Deaf who has successfully completed a two year Diploma Program from a recognized educational institution or equivalent shall be a member of the

~~MFA~~VIUFA bargaining unit.

Student service specialists may be distinguished from ~~University College Professors/Instructors~~ who might do some of these duties as a minor part of their responsibilities and from support staff who perform similar tasks but do not require status or specialized disciplinary knowledge to do the job effectively.

Amend Article 7 to implement the change from University-College Professor to Professor as follows:

7. EVALUATION

7.1 PURPOSE OF EVALUATION

The intent of these procedures is to maintain excellence of instruction at the ~~University College~~, 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.

7.2 EVALUATION OF NEW REGULAR FACULTY

7.2.1 New faculty shall receive an initial two-year appointment and shall be on probation during this period. A 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 College Professor/Instructor~~ are to prepare and to teach courses and programs within his or her area of competence, and to tutor, advise and evaluate students. As well, all faculty are required to fulfill the following core duties:

- a) maintain posted office hours and be available to meet with individual students at other mutually agreed upon times;
- b) provide additional assistance to students in areas such as study skills, academic advising, special events, as well as recruitment and admission of students;

- c) remain current in his or her field;
- d) demonstrate participation in professional development and/or scholarly activity;
- e) participate in departmental and institutional activities.

Amend Article 10 as follows:

10. HOURS OF WORK/WORKLOAD

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.

10.1.2 ~~University College~~ Professors

10.1.2.1 The instructional assignment for the academic year normally consists of approximately eight months. In addition to this instructional assignment, ~~University College~~ Professors 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 College~~. 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 ~~University College~~ Professors shall normally commence duties on the campus on August 1 of their first contract year.

10.1.2.3 For the period between Christmas Day and New Year's Day when institutional services have been minimized, the normal attendance expectations of instructional faculty members will be relaxed provided that they have completed their duties.

10.2.1.2 Limitations on Faculty Workloads

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, page 143) is equivalent to 2/3 of a teaching hour.

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

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

- 10.2.1.2.2 ~~University College~~ Professors 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).

10.3.5 Senior Project

In departments where a Senior Project course is a required or elective component of a degree program, it will be provided on a voluntary basis by an individual faculty member as an addition to their assigned workload. The approval of the Department Chair is required before a student can register in a Senior Project course with an identified ~~University College~~ Professor/Instructor. The faculty member shall receive two-hundred and fifty dollars (\$250) per semester for each three credit Senior Project student. If two ~~University College~~ Professors/Instructors jointly supervise a Senior Project, the stipend will be divided equally between them unless there is some other agreement. Deans will identify Senior Projects in Workload Reports.

10.4 ASSIGNMENT OF WORKLOAD

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

10.4.1.1 Timetabling

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

- 10.4.1.1.1 No ~~University College~~ Professor/Instructor shall be required to teach more than three consecutive one hour classes, labs or seminars, or more than 2 consecutive classes, labs or seminars of duration more than one hour each. No University professor/instructor shall be required to conduct more than four consecutive hours of class, lab or seminar.
- 10.4.1.1.2 Where a ~~University College~~ Professor/Instructor has child care commitments, and where the ~~University College~~ Professor/Instructor makes a written request, the University ~~College~~ shall make every effort to ensure that ~~University College~~ Professor/Instructor has no classes scheduled before 9:00 am.
- 10.4.1.1.3 ~~University College~~ Professors/Instructors shall be entitled to a minimum of one continuous hour of unscheduled time in the period between 11:30 and 14:30.
- 10.4.1.1.4 ~~University College~~ Professors/Instructors shall be entitled to a minimum of twelve continuous hours of unscheduled time between workdays.
- 10.4.1.1.5 Where a ~~University College~~ Professor/Instructor is required to teach at more than one campus, there shall be reasonable provision for travel time in the University professor's/instructor's teaching schedule.
- 10.4.1.1.6 The University ~~College~~ shall make every effort to ensure that no ~~University College~~ Professor/Instructor shall be required to conduct a class, a lab or a seminar that ends more than 9 hours after the start of their first class, lab or seminar of that day.
- 10.4.1.1.7 Where a full-time ~~University College~~ Professor/Instructor is assigned upper level courses and is taking an upper-level release in that academic year, and where the ~~University College~~ Professor/Instructor makes a written request, the ~~University College~~ Professor/Instructor shall have no classes, labs or seminars scheduled on at least one of Monday to Friday.
- 10.4.1.1.8 All ~~University College~~ Professor/Instructor shall be entitled to two consecutive days off per week, and where a ~~University College~~ Professor/Instructor teaches any part of a course (lab, lecture or seminar) outside of the hours of 8:00 to 17:30 Monday through Friday, the University ~~College~~ shall make every effort to provide that ~~University College~~ Professor/Instructor with a third day off during the week.
- 10.4.1.1.9 Where a faculty member is assigned as part of her/his teaching duties to be on call outside of their regular scheduled teaching assignment, the University ~~College~~ shall make every effort to provide that faculty member with an additional day off for each two weeks of on call duty providing there is no additional expense.

- 10.4.2 Within two weeks of the commencement of a term, the Academic Administrator shall forward to the Association workload reports for all faculty who work in that administrator's area. The Chief Personnel Steward or a designate shall, within two weeks following the receipt of the workload reports, meet with the Academic Administrator responsible to review the workload allocations. The Committee shall present to the Dean, in writing, any concerns about faculty workload. A final report, inclusive of any changes made by the Dean, shall be forwarded immediately by the Chair of the ~~MFA~~ VIUFA faculty Workload Committee to the Dean and the Chief Personnel Steward of the Association no later than four weeks following the first day of classes.
- 10.4.3 Workload allocations determined in accordance with the above Articles 10.4.1 and 10.4.2 may be appealed to the appropriate senior administrator.
- 10.4.5 Other Outside Teaching and Non-Teaching Services Initiated by the University ~~College~~
- 10.4.5.1 Faculty may be given assignments with agencies outside the University ~~College~~ (based on the Standard of Reasonableness.) However, such work may not be assigned to a level which exceeds a full workload, except with the agreement of the faculty member. Faculty may refuse such overload assignments without prejudice to their employment and working conditions at the University ~~College~~.
- 10.4.5.2 Should faculty accept such overload, they shall be paid a mutually agreed upon contract fee. Details of financial arrangements shall be made known to the Committee of Personnel Stewards of the Association.

10.5 MULTI-CAMPUS TRAVEL

~~University College~~ Professors/Instructors may be required to teach a course or courses in one or more of the communities in the University region. ~~University College~~ Professors/Instructors required to teach at least one day per week at Powell River and whose home campus is Nanaimo, Cowichan or Parksville shall receive a stipend of \$1,500 for each semester in which they teach at Powell River. Effective August 1, 1989, a ~~University College~~ Professor/Instructor whose home campus is Nanaimo, and is assigned to teach two consecutive semesters and commutes not less than two days per week to the Cowichan Campus, shall receive a stipend of \$500 on the commencement of the second semester.

10.7 FACULTY EMPLOYED IN CO-OPERATIVE EDUCATION

- 10.7.1 The University ~~College~~ recognizes that the nature of instruction in Co-operative Education programs differs from the normal delivery of programs.
- 10.7.2 Departments and programs which contain co-operative education components shall collaborate with the University ~~College's~~ co-operative education office to ensure uniformity of standards. The University ~~College~~ shall ensure that a high level of consultation and cooperation be maintained during development and implementation of these programs between the departments and the Co-op Education office.
- 10.7.3 While faculty members in Co-operative Education programs may be required to teach or supervise co-op positions three semesters a year, under no circumstances shall a ~~University College~~ Professor/Instructor be required to accept an instructional assignment (workload) which otherwise differs from the provisions stipulated elsewhere in this Collective Agreement.
- 10.7.4 Faculty members shall not be required to teach or supervise co-op positions in more than six semesters in any three-year period commencing on September 1 of the first year of this period.
- 10.7.5 No faculty member shall be denied a two-month summer vacation period, if requested, after being obligated to work a previous summer.
- 10.7.6 For faculty members who are required to teach or supervise co-op positions in three consecutive semesters, vacation and professional development time shall accrue. This vacation and professional time shall be granted within the twelve-month period following the conclusion of the third semester.
- 10.7.7.1 A faculty member who is supporting and supervising students in co-op positions shall receive one-half (1/2) section workload credit for supervision, monitoring and evaluating between one (1) and four (4) students, and one (1) section for between five (5) and ten (10) students. (One section workload credit is equivalent to one-eighth of an annual regular instructional faculty workload.) This credit includes the time required for travel to and from the placement sites. The normal duty per student is two visits per evaluation and reporting.
- 10.7.7.2 If a faculty member carries out these duties for between eleven (11) and nineteen (19) students, the workload credit shall be calculated on the basis of 0.1 credit per student (e.g., fourteen (14) students are equivalent to 1.4 sections of workload credit). For twenty (20) students, a ~~University College~~ Professor/Instructor shall receive two (2) sections workload credit.
- 10.7.7.3 For selection and preparation of work terms, the workload associated in placing up to twenty-seven (27) students in a suitable learning environment is equivalent to one (1) three-hour semester course.

- 10.7.8 Co-op placement monitoring consists of developing, maintaining, and nurturing work-term placements for students, and assisting students in obtaining these placements (writing resumes, job interview skills, setting up interview schedules, etc.)
- 10.7.9 The University ~~College~~ recognizes that co-op placement monitoring is carried out by employees who are members of the same bargaining unit that represents faculty teaching in the program for which placements are being sought, unless in unusual circumstances another employee is assigned to monitor a co-op placement in which event the Association shall be notified.

10.11 WORKLOAD RELEASE

10.11.1 Upper Level Release

For the purposes of scholarly activity, the University ~~College~~ agrees that full-time ~~University College~~ Professors/Instructors who teach upper-level courses shall receive release time on the basis that for ~~University College~~ Professors/Instructors teaching eight (8) sections, one (1) section release time for one or more upper-level sections taught per year;

Amend Article 11 as follows:

11.4 INITIAL PLACEMENT ON SALARY SCALE

11.4.1 Procedure for Salary Placement of Faculty (Excluding Technicians)

11.4.1.1 Initial salary placement shall take place upon appointment. Upon reappointment of a temporary faculty member, salary placement shall not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.

11.4.1.2 A candidate who may be appointed to a position shall be asked to complete an "MFA VIUFA Salary Placement Experience Credit Data Summary" form, as contained in Appendix B.

11.4.1.3 "Initial Salary Placement Forms" are used to place all candidates for regular and temporary 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 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.

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

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

Qualifications	Placement	
	Prior to April 1, 2002	Effective April 1, 2002
Diploma representing two full years of formal study or more, or equivalent	Category II, Step 13	Category II, Step 10
Bachelor's Degree, or equivalent	Category II, Step 13	Category II, Step 10
Master's Degree, or equivalent	Category II, Step 12	Category II, Step 9
Double Master's Degree, or at least one full year of study beyond a Master's Degree	Category II, Step 11	Category II, Step 8
Doctorate	Category II, Step 10	Category II, Step 7

11.4.1.5.1 Only credentials from accredited institutions shall be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.

11.4.1.6 Equivalency

In initial placements an equivalency may be established in lieu of a formal diploma or degree, (Article 11.4.1.5). In such case, credit may be granted toward an equivalency on the basis of two or more years experience equals one year of a diploma or degree. The actual value of the experience shall depend on the nature and relevance of the experience. Where experience is used to establish equivalency, it cannot be used for salary increments.

11.4.1.7 Experience Credit

a) ~~University College~~ Professors (excluding Education Programs):

i) Employment directly related to primary assignment shall mean

employment in the following areas which are directly related to primary assignment:

- 1) teaching in field of instructional assignment, at college, university or senior secondary school level (grade 11 or higher)
 - 2) senior administrative experience in the field of the instructional assignment
 - 3) research at the post-Doctoral level
 - 4) 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
 - 5) teaching not in field of instruction, at college, university or senior secondary school level (grade 11 or higher)
 - 6) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.
- ii) Other relevant employment in the following areas which are relevant to appointment:
- 1) teaching at elementary or junior secondary school level (kindergarten to Grade 10)
 - 2) senior administrative experience
 - 3) research at the post-Master's level
 - 4) other employment after date of first Diploma, Degree or Teaching Certificate.
- b) ~~University College~~ Professors in Education Programs:
- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
 - 1) teaching in field of instructional assignment, at college or university level
 - 2) teaching in public school system after certification
 - 3) teaching in certified private school system, or equivalent, after

certification

- 4) senior administrative experience in the field of the instructional assignment or in the public education sector
 - 5) research at the post-Doctoral level
 - 6) 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
 - 7) teaching not in field of instructional assignment, at college or university level
 - 8) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.
- ii) Other relevant employment in the following areas which are relevant to appointment:
- 1) senior administrative experience
 - 2) research at the post-Master's level
 - 3) other employment after date of first Diploma, Degree or Teaching Certificate.

11.4.2 Procedure for Salary Placement of Technicians

11.4.2.1 The minimum initial placement for a technician on the salary schedule given in Appendix A shall be as follows:

Qualifications	Placement
Diploma in Technology or equivalent	F1-1
Diploma in Technology plus one year of related study	F1-2
Bachelor's Degree or equivalent	F1-3
Bachelor's Degree plus one year of related study	F1-4

Bachelor's Degree plus
two years of related study F1-5

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

Amend Article 12 as follows:

12. LEAVE, PAID AND UNPAID, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY

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 vacate in each year, exclusive of statutory holidays and the days between Christmas and New Years.
- 12.2.2 Regular instructional faculty members, 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 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 professor has assigned teaching duties.
- 12.2.4 If the University ~~College~~ requires an instructional faculty member to report for duty or otherwise be in attendance during his or her vacation time, then the ~~University College~~ Professor is given equivalent time off. Both the request and arrangements for equivalent time off are to be made in writing.
- 12.2.5 The vacation period for Faculty Advisors is from June 1st to July 31st. This shall begin in the year in which the Faculty Advisor's assignment begins. In the year in which the Faculty Advisor's assignment to the Advising Centre ends, he or she has the option of continuing with the June 1st to July 31st vacation period, or returning to the vacation period for instructional faculty, or any two-month period

agreed to mutually by the Faculty Advisor, the Appropriate Senior Administrator in which the Faculty Advisor's assignment is being reinstated.

12.4.10.3.1 **Group I**

A faculty member who applies for an assisted leave shall be considered to be in Group I if at the time of their application they have accumulated 3 FTE years of ~~MFA~~VIUFA seniority since their hiring or their last assisted leave, which ever is less, and

the following formula produces a value that is greater than or equal to zero:

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

Where:

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

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

FTE Leave Applied For is the number of FTE years of assisted leave that the ~~University College~~ Professor is applying for.

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

Amend Article 14 as follows:

14.22 TEACHING ASSIGNMENTS TO UNIVERSITY ADMINISTRATORS

~~University College~~ administrators, who are given a teaching assignment as part of their regular workload, and receive no extra remuneration for doing so, shall retain their excluded status so long as their teaching load does not exceed one section in a semester (with associated seminars and labs) and a maximum of one Directed Studies student in a semester. Said administrators shall be required to meet the educational background required of ~~University College~~ Professors/Instructors who teach similar courses in the division.

Amend the following Appendices, Letters of Understanding as follows:

APPENDIX B: ~~MFA~~VIUFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY

NAME: U-~~C~~Professor_ Counsellor Librarian Technician

START (mo/yr)	FINISH (mo/yr)	% OF FULL TIME	NATURE AND DETAILS OF PREVIOUS WORK	OFFICE USE ONLY	
				1.00	0.50
TOTALS:					

The above information is complete and accurate to the best of my knowledge. A current detailed curriculum vitae is attached or is on file with the Human Resources Office. I understand this information will be used to determine salary placement.

SIGNED:

DATE:

Employee

APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY

~~MALASPINA VANCOUVER ISLAND UNIVERSITY COLLEGE~~

UNIV COLLEGE PROFESSOR: _____ COUNSELLOR: _____ LIBRARIAN: _____

NAME: _____ DEPARTMENT: _____ DATE: _____

PART I EDUCATION CREDIT

- a) Highest degree or diploma
Institution: _____ Date: _____
- b) Equivalent granted in lieu of degree or diploma: _____
Description of experience used to grant equivalency: _____

INITIAL MINIMUM PLACEMENT: _____ **STEP** _____

- c) Related Study: If Master’s degree, subtract one step for one year of additional study or for double Master’s degree _____

SUBTOTAL EDUCATION CREDIT: (minimum placement minus related study) _____

PART II EXPERIENCE CREDIT (see reverse for details)

Experience which is used to establish equivalency above cannot again be used for experience credit.

- 1. Full-time equivalent employment directly related to primary assignment obtained after completion of the first diploma, degree or teaching certificate in the field as defined in Article 11.4.1.7.
Date of first diploma, degree or teaching certificate _____ (# of years) x 1.00 _____
- 2. Full-time equivalent employment related to field, obtained after completion of the first diploma, degree or teaching certificate in the field as defined in Article 11.4.1.7.
Date of first diploma, degree or teaching certificate _____ (# of years) x 0.50 _____

SUBTOTAL EXPERIENCE CREDIT: _____

TOTAL EDUCATION CREDIT minus EXPERIENCE CREDIT = _____

(≥.50 round up; ≤.50 round down)

Note: Normal maximum placement: STEP 6

INITIAL SALARY PLACEMENT: _____ **STEP** _____

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

Date _____ Executive Director of Human Resources or Designate
Revised Form: March ~~2006~~-2013

~~LETTER OF UNDERSTANDING: UNIVERSITY COLLEGE PROFESSOR~~

~~It is agreed that the title "University College Professor" is to be applied to employees appointed as regular instructional faculty only. Temporary instructional faculty will continue to be referred to as "instructor".~~

~~The signatories below agree that the renewed collective agreement, April 1, 2001 to March 31, 2004 will incorporate this change where appropriate throughout the document.~~

~~Signed: July 25, 2001~~

B2 Chair Release: Amend Article 10 as follows:

10.11.2 Chair Release

10.11.2.1 Chairs shall be selected by a process established by the appropriate Dean of Instruction in consultation with all faculty members in the program group. Chairs shall be granted release time as per the terms of the Agreement.

10.11.2.2 Effective August 1, ~~1993~~ 2013 release sections for 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 2 to 9 less than 10 FTE faculty:	1 section
Instructional Departments with 10 to less than 20 FTE faculty:	2 sections
Instructional Departments with 20+ FTE faculty:	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	5 sections
Sport, Health and Physical Education	2 sections
Human Services	6 sections

10.11.2.3 List of Instructional Departments

The following is the list of Instructional Departments that the University College and the Association acknowledge. Additions or deletions to this list can only be made with the agreement of the Vice-President Academic and the Chief Personnel Steward of the Association.

Arts and Humanities

Creative Writing and Journalism
English
First Nations Studies
Graphic Design
History
Interior Design
Modern Languages
Media Studies
Music
Theatre
Visual Art
Women's Studies

Social Sciences

Anthropology
Classics, Philosophy and Religious Studies
Criminology
Geography
Global Studies
3rd Year Liberal Studies Teaching Team
4th Year Liberal Studies Teaching Team
Political Studies
Psychology
Sociology

Management

Accounting
Economics
Finance and Quantitative Methods
Hospitality
Management
Marketing
~~Quantitative Methods~~
Recreation and Tourism Management

Education

Health and Human Services

Baccalaureate Nursing

Dental Hygiene

Human Services

Child and Youth Care
Community Support Worker
Early Childhood Education and Care
Social Work

Sport Health and Physical Education

Science and Technology

Biology
Chemistry
Computing Science
Fisheries and Aquaculture
Forestry
~~Geology~~ Earth Sciences
Mathematics
Physics, Engineering and Astronomy
~~RMOT~~ Resource Management Officer
Technology

B3. Instructional Workload Committee (including Chair Release)

Letter of Agreement Joint Committee on Faculty Instructional Workload

The University and the VIU Faculty Association agree to the formation of a joint committee to undertake a comprehensive review of faculty workload. This committee shall be formed immediately upon conclusion of the current round of negotiations.

Composition shall be:

- three faculty members appointed by the Faculty Association,
- two deans appointed by the Provost and Vice-President, Academic, and,
- the Associate Vice-President, Academic Planning and Aboriginal Initiatives.

The committee shall develop its own terms of reference, which shall be forwarded to the Labour-Management committee for approval. These terms of reference may include delegating work to departments or other authorities with specialized knowledge, as required.

The committee will work to establish a framework that more clearly defines the components of faculty workload; and that acknowledges the need for solutions that are sustainable, in the broadest sense.

Specific topics for consideration may include, but shall not be limited to, the following:

- Developing departmental teaching load norms by comparing to like institutions and disciplines.
- Ensuring equitable distribution of workload within a department and among departments.
- Distributing workload across the semesters and sessions.
- Considering the distribution of teaching, scholarship, and service.
- Reviewing the parameters of teaching load. These may include but are not limited to numbers of students, number of course preparations, type of instruction (classroom face-to-face; online; hybrid and blended models; assignment type, number, and frequency; etc.).
- Reviewing the concept of “discounted” teaching hours.
- Fiscal models to support reductions in teaching load.
- Chair release.
- Upper-level release.

The desired outcome of this committee's work will be a set of recommendations for consideration by the parties' respective principals prior to the next round of negotiations.

B4 Formative Evaluation

Letter of Agreement Joint Committees on Formative Evaluation of VIUFA Faculty

The parties agree on the benefits of regular formative evaluation of teaching faculty in order to ensure high quality instruction and student success. Further, the parties agree that the majority of faculty currently undertake some form of self-evaluation as part of their practice.

The University and the Faculty Association shall establish two joint committees to consider how to establish a process of regular, periodic formative evaluation of all faculty, both instructional and non-instructional.

Composition of the instructional committee shall be three faculty members appointed by the Faculty Association, and three members appointed by the Provost's Council. The instructional committee will begin their work in the fall of 2013.

Composition of the non-instructional committee shall be three faculty members appointed by the Faculty Association, and three members appointed by the President's Council. The non-instructional committee will begin their work immediately upon ratification of the collective agreement.

Topics that may be considered include the following:

- Instituting a meaningful, formal, regular, formative evaluation process
- Structures to support the administration of this process, including the use of technology
- Resource requirements in terms of professional development to support faculty development
- Financial commitments required to support faculty development

The desired outcomes of these committees' work will be a set of recommendations to be considered by the parties' respective principals prior to the next round of negotiations.

B5 Field Schools and Powell River Campus

Amend the collective agreement as follows:

9. RENEWAL OF APPOINTMENT

9.2 APPOINTMENT OF TEMPORARY EMPLOYEES

9.2.1 Seniority of Temporary Faculty

A temporary faculty member whose initial evaluations have been satisfactory shall accrue seniority.

9.2.2 Accrual and Available Work

This clause applies to both non instructional and instructional faculty.

9.2.2.1 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.

9.2.2.2 Subject to paragraph ~~9~~2.2.2.1 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.

9.2.3 The length of contract will reflect the specific needs of the department. Where work is required on a continuous basis, appointments will be without breaks.

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 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.

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

10.3 OVERLOAD

10.3.1 Overloads shall only be carried on a voluntary basis

- a) Effective August 1, 2001 a regular faculty member who teaches an overload in a given academic year shall be paid according to his/her placement on the salary scale (Appendix A) based on the pro-rata workload for the overload. This does not

apply to regular faculty members teaching Summer Session courses under Article 10.3.2 and Field School courses under Article 10.3.3.

- b) A regular 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.

10.3.2 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 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.

10.3.3 ~~Field Studies~~ Field Schools

A regular faculty member teaching a field school (including studies abroad) except those field schools ~~except those courses which are offered through a field school and which are a program requirement that can only be fulfilled by attendance at the field school~~ which are a program requirement shall be paid in accordance with Article 11.1.4.2.

10.3.4 Directed Studies

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) per semester for each Directed Studies student for a 3 credit course.

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 receive \$83.34 (\$250/3) per semester for each Directed Studies student enrolled in a one credit course; \$125.00 (\$250/2) for a 1.5 credit course;

\$166.67 (\$250 x 2/3) for a two-credit course; \$333.34 (250 x 4/3) for a four-credit course, etc.

The Dean will identify Directed Studies on the workload report.

B6 Housekeeping Items

The parties agree to the following housekeeping changes. In addition to these changes, upon agreement by the parties and their respective principals, the parties may make additional housekeeping changes in preparing the 2012-2014 Collective Agreement.

Old Article	Old Text	New Article	New Text
Throughout the agreement	Malaspina University-College	Throughout the agreement	Vancouver Island University
1.4.1, 1.4.8,	Malaspina Faculty Association	1.4.1, 1.4.8	Vancouver Island University Faculty Association
1.4.8, 2.6.4, 4.2.2.1.1 c) iv), 6.4.2.2.3, 6.4.3.1, 7.2.4, 9.4.4, 9.4.5, 10.4.2, 11.4.1.2, 11.4.1.4, 12.4.9(a) (b), 12.4.10.3.1, Letter of Understanding, Prior Learning Assessment, Letter of Agreement Workload,	MFA	1.4.8, 2.6.4, 4.2.2.1.1 c) iv), 6.4.2.2.3, 6.4.3.1, 7.2.4, 9.4.4, 9.4.5, 10.4.2, 11.4.1.2, 11.4.1.4, 12.4.9 (a) (b), 12.4.10.3.1, Letter of Understanding, Prior Learning Assessment, Letter of Agreement Workload,	VIUFA
1.4.9	“Ministry” means the Ministry of Advanced Education.	1.4.9	<u>“Ministry” means the Ministry that includes responsibility for Vancouver Island University.</u>
1.7.1	Remove * and **	1.7.1	Insert information as footnotes 1 and 2
1.13, 5.1.2, 6.2.9, 6.4.1.5, 11.4.1.3, 11.5.2, 12.4.9, 12.15.1, 15.2.6, Initial Salary Placement Forms	Director of Human Resources	1.13, 5.1.2, 6.2.9, 6.4.1.5, 11.4.1.3, 11.5.2, 12.4.9, 12.15.1, 15.2.6, Initial Salary Placement Forms	<u>Executive Director Human Resources</u>

6.2.9, 15.1.2	Deans of Instruction	6.2.9, 15.1.2	<u>Deans</u>
6.4.1.1	References to Vice President in this Article shall include the Vice President(s) Academic and, where appropriate, the Vice President of Administration/Bursar.	6.4.1.1	References to Vice President in this Article shall include the Vice President(s) Academic and, where appropriate, the Vice President of Administration <u>and Finance.</u>
6.4.1.2	"The appropriate senior administrator(s)" shall refer to the Dean(s), or Director(s), or Regional Campus Principal who take(s) the responsibility designated in Article 6.4.1.4.	6.4.1.2	"The appropriate senior administrator(s)" shall refer to the Dean(s), or Director(s), or Regional Campus <u>Academic Administrators(s)</u> who take(s) the responsibility designated in Article 6.4.1.45.
6.4.2.1	Appointments of the Vice Presidents of Instruction, Deans of Instruction, Directors and Regional Campus Principals shall be made according to the College and Institute Act. It is recognized however that such persons should be appointed only after wide consultation within the University-College community. Therefore in order to assist the University-College Board in the selection of a Vice President a Selection Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.	6.4.2.1	Appointments of <u>senior administrators related to instruction, instructional services and student services including the Vice President(s) Academic, Deans, Executive Directors, Directors , and Regional Campus Academic Administrators</u> shall be made according to <u>the University Act</u> . It is recognized however that such persons should be appointed only after wide consultation within the University community. Therefore, in order to assist the University Board in the selection of an Academic Administrator, a Selection Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.
6.4.3	Selection of Vice-President Academic and Vice-President of Student Services	6.4.3	Selection of the <u>Provost and Vice-President Academic and Vice-President of Student Services</u>
6.4.3.1	Appointments of the Vice-President Academic and the Vice-President of Student Services shall be made according to the College and Institute Act. It is recognized however that such persons shall be appointed only after wide consultation within the University-College community. Therefore, in order to assist the President in the selection of a Vice-President Academic and a Vice-President of Student Services a Selection	6.4.3.1	Appointments of the <u>Provost and Vice-President Academic and the Vice-President of Student Services</u> shall be made according to the <u>University Act</u> . It is recognized however that such persons shall be appointed only after wide consultation within the University community. Therefore, in order to assist the President in the selection of a <u>Provost and Vice-President Academic and a Vice-President of Student Services</u> a Selection Committee, which shall include faculty representation, shall be constituted.

	Committee, which shall include faculty representation, shall be constituted. These faculty representatives shall be selected by the faculty in accordance with procedures established for Education Council Elections. No two elected faculty will come from the same Faculty or service group. The number of faculty on the Committee shall be not less than 25% of the Committee exclusive of those faculty members who may be appointed by the University-College. In addition, the VIUFA President or designate shall be appointed to the selection committee.		These faculty representatives shall be selected by the faculty in accordance with procedures established for <u>Senate Elections</u> . No two elected faculty will come from the same Faculty or service group. The number of faculty on the Committee shall be not less than 25% of the Committee exclusive of those faculty members who may be appointed by the University-College. In addition, the <u>VIUFA</u> President or designate shall be appointed to the selection committee.
10.3.1	Overloads shall only be carried on a voluntary basis a) Effective August 1, 2001 a regular faculty member who teaches an overload in a given academic year shall be paid according to his/her placement on the salary scale (Appendix A) based on the pro-rata workload for the overload. This does not apply to regular faculty members teaching Summer Session courses under Article 10.3.2 and Field School courses under Article 10.3.3.	10.3.1	Overloads shall only be carried on a voluntary basis a) <u>A</u> regular faculty member who teaches an overload in a given academic year shall be paid according to his/her placement on the salary scale (Appendix A) based on the pro-rata workload for the overload. This does not apply to regular faculty members teaching Summer Session courses under Article 10.3.2 and Field School courses under Article 10.3.3.
6.4.3.1, 9.4.1.1(c)(v), 9.4.2.1.(c)(v), Letter of Understanding: Upper Level Release	Education Council		Senate
10.11.3	In the event the Chair of the Education Council is a member of the Faculty Association, Malaspina University-College shall allocate to the Chair at least one section of release time, or equivalent, for each of the Fall and Spring semesters.	10.11.3	In the event the <u>Vice-Chair of the Senate</u> is a member of the Faculty Association, the University shall allocate to the <u>Vice-Chair of the Senate</u> at least one section of release time, or equivalent, for each of the Fall and Spring semesters.

6.2.8 The seniority groups currently agreed upon are:

Access Services
Accounting & Law
Anthropology
Art and Design
American Sign Language Interpreters
BA Degree Advisor
Baccalaureate Nursing
Biology
Campus Career Centre ~~Co-operative Education/~~ ~~Employment Transition~~
Chemistry
Child & Youth Care
Chinese
Classics, Philosophy & Religious Studies
Community Support Worker
Computer Support
Computing Science
~~Continuing Health Care Administration~~
Counselling
Creative Writing and Journalism
Criminology
Dental Hygiene
Early Childhood Education and Care
Earth Sciences
Economics
Education
Educational Advisor
Educational Counselling
English
Finance
First Nations Elder
First Nations Student Services
First Nations Studies
~~First Nations Studies Program Manager~~
Fisheries & Aquaculture
Forestry
French
Geography
~~Geology~~
History
Horticulture
Hospitality Management
International Education Student Advisor
Japanese

Law
 Liberal Studies
 Library
 Management
 Marketing
 Mathematics
MBA Hertfordshire
 Media Services
Media Studies
 Music
 Physical Education
 Physics
 Political Science
 Practicum Liaison, Health Programs
Practicum Liaison, Human Service Programs
 Psychology
 Quantitative Methods
 Recreation Administration/Tourism
 Research Chairs
Resource Management Officer
 RMOT
 Social ~~Work~~ Service Worker
 Sociology
 Spanish
 Student Financial Services
 Theatre
 Women's Studies
Writing Centre
Recruitment
Centre for Innovation and Excellence in Learning
Communications and Public Relations

- 6.2.8.1 Additions, deletions, or changes may be made to the agreed upon list of seniority groups by mutual agreement of the parties to this agreement.
- 6.2.9 The Seniority list for Article 6.2.6 shall be published yearly by November 30. Copies of the seniority lists shall be sent to the Faculty Deans ~~of Instruction~~ and the Association's President and Chief Personnel Steward of the Association on or before the respective deadlines. Appeals of placement on these lists can be made through the Committee of Personnel Stewards of the Association within ninety days of circulation. Disputes shall be resolved by a joint committee consisting of the Chief Personnel Steward of the Association, President of the Association, the appropriate senior administrator and the Executive Director of Human Resources.
- 6.2.10 A flagging mechanism shall be employed to indicate any faculty member who has seniority accumulation different from the difference between the faculty member's date

of original appointment and the date of the seniority lists.

B8 The parties agree to renew following letters of understanding and letters of agreement and will include them in the collective agreement

1. Letter of Understanding: Unconventional Instruction Designated Under 10.2.1.2.1
2. Letter of Understanding: Prior Learning Assessment
3. Letter of Agreement: New Flat Rate for Instruction
4. Letter of Understanding: Upper Level Release
5. Letter of Understanding: Summer Session Courses
6. Letter of Understanding: MBA LOU
7. Letter of Understanding: Directed Studies
8. Letter of Agreement: Dental Hygiene Diploma Program
9. Letter of Understanding: Collection of Information on Scholarly Activity
10. Letter of Agreement: Upper Level Release MFA Grievance 07-04
11. Letter of Understanding: Policies on Retirement Appreciation and Parking
12. Letter of Agreement: Teaching Scholars Academic Year 2004-2005
13. Letter of Understanding: Sabbaticals/Upper Level Release/Workload
14. Letter of Agreement: Workload (Class Size Maxima)

B9 The Parties agree to amend the following Letters of Understanding as follows and include them in the collective agreement:

~~INTERIM MEMORANDUM OF AGREEMENT: AREA CHAIRS~~

~~This Interim Memorandum of Agreement re Area Chairs will cease to exist at the expiry of the term of this Contract or upon the signing of a revised document by both parties, whichever is sooner.~~

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.

1. Chairs will be elected by a majority vote of faculty in the area. The Dean and each regular staff member will be eligible to cast a vote. The election will be by secret ballot. In the case of a single candidate, a ballot will be used to ensure that the candidate is supported by a majority of eligible voters.
2. Any faculty member holding a regular position in the area will be eligible to stand for election as Area Chair.
3. The position of Area Chair will be for a period of up to three (3) years, with terms commencing August 1, January 1 or May 1 after consultation with the faculty. Faculty will resume their normal duties at the expiry of their term.
4. Elections of Area Chairs will be held at least six (6) months before the term commences.

RELEASE TIME

Release time for Area Chair positions shall be at least a half-time workload with additional release time by agreement between the two parties taking the following factors into account:

- number of programs/departments for which the chair is responsible
- number of FTE faculty and FTE students in the area
- complexity and demands of the program and responsibilities
- role of the dean
- number of students in the program/courses
- number of faculty in the program/courses
- number of new programs (required or approved), faculty or departments
- degree of collaboration required with other agencies, institutions or certifying bodies
- number, size and diversity of educational service contracts
- degree of planning required in the area (e.g. new facilities planning)

JOB DESCRIPTION

When the position of Area Chair falls within the ~~MEAVIUFA~~, the duties and responsibilities must not conflict with provisions of the ~~Malaspina University College~~ Vancouver Island University/~~Malaspina~~ Vancouver Island University Faculty Association Collective Agreement. The job description should be generic, and reflect duties across the University-~~College~~; and allow for the job description to be adapted to meet needs of the Area.

~~The following job description will be effective immediately.~~

DUTIES AND RESPONSIBILITIES OF CHAIR

1. Budgets:
 - Prepares the capital budgets, annual operating budget, mid-year review and/or other budgets for review by the Dean, who retains responsibility as budget-holder
 - Monitors budget expenditures
 - Has Level 3 operating fund signing authority.
1. Works with Departments to coordinate the faculty hiring process in accordance with the Collective Agreement.
2. Supervises special projects (e.g. B.A. General Degree) as assigned by the Dean.
3. Manages Area office as assigned by the Dean.
4. Represents the Area Faculty at meetings and on internal and external committees as assigned by the Dean.
5. At the Dean's request, Chairs or Faculty meetings.
6. Coordinates program admission and timetable requirements and initiates changes in cooperation with the Chair(s) and the Dean.
7. Assists the Chair(s) in arranging faculty replacement as required, in accordance with the Human Resources policy.
8. Assists the Dean and Chair(s) in the drafting of instructional policies and procedures.
9. Chairs the Area Workload Committee in accordance with the Collective Agreement.
10. Shares responsibility with the Dean to promote courses and programs.
11. Responsible for the development and management of educational service contracts as required by the Dean.
12. Where there is an elected Chair in accordance with this agreement, Chairs are responsible for faculty evaluation, notwithstanding Article H.3.
13. Coordinates orientation of new faculty in consultation with Departments and the Dean.
14. Consults as required with regional campuses regarding program delivery and management.
15. Student complaints and grade appeals are the initial responsibility of the Chair, who will refer unresolved cases to the Dean.
16. Carries out other duties as agreed with the Dean.

~~RE MEMORANDUM OF AGREEMENT AND AREA CHAIRS~~

~~Notwithstanding the fact that neither party raised this issue in its initial set of proposals we are prepared to agree on a without prejudice basis to the Memorandum of Agreement being repeated in its entirety for the duration of the new collective agreement. This will give us the opportunity to better determine how Area Chairs will fit into the future instructional administrative structure.~~

~~Signed: June 12, 1996~~

LETTER OF AGREEMENT: WORKLOAD AVERAGING LEAVE

WITHOUT PREJUDICE

The ~~Malaspina~~ Vancouver Island University 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, ~~1998~~ 2014

Signed: July 17, 1996

Letter of Agreement

Workload for Bachelor of Science in Nursing – professor/instructor-led CPE

In the Faculty of Health and Human Services, there are instructor/~~university college~~ professor-led Consolidated Practice Experience courses. These currently include:

- NURS ~~127-175~~ (6) Consolidated Practice Experience I
~~28 hours per week of practice for students~~ 112 hours over a five-week period
- NURS ~~227-275~~ (67) Consolidated Practice Experience II
~~32 hours per week of practice for students~~ 180 hours over a six-week period

It is agreed that one hour of ~~instructor/university college professor~~ professor/instructor led practice is the same as an hour of lecture or lab instruction. Totalling all the officially scheduled contact hours for the ~~instructor/university college professor/instructor~~ professor 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 this formula, the workload hour would be rounded up to the nearest 0.5 of an hour.

~~The employer recognizes that for the period from April 1, 2002 forward, when NURS 127 was five weeks in length with 28 hours per week of contact hours and NURS 227 was six weeks in length with 32 hours per week of contact, NURS 127 should have had 9 hours of workload credit and NURS 227 should have had 13 hours of workload credit.~~

~~Faculty who taught these courses since April 1, 2002 are entitled to back pay for any shortfall in the workload credit they may have received.~~

Letter of Agreement

Workload for Bachelor of Science in Nursing

In the Faculty of Health and Human Services, there are two Consolidated Practice Experiences (CPE) courses and one course delivered in a format consistent with the CPE course format that are implemented under a preceptor model. These currently include:

- NURS ~~370-375~~ (68) Consolidated Practice Experience III
~~215~~ 258 hours of practice for students over a ~~six~~ eight-week period
- ~~NURS 475 (6) Consolidated Practice Experience IV~~
~~215 hours of practice for students over a six week period~~

- NURS ~~491~~ 414 (912) Nursing Practice VIII
~~430~~574 hours of practice for students over a twelve-week period

It is agreed that ~~0.3333~~ 0.4444 of a workload hour per student is the standard for a ~~six~~eight-week Consolidated Practice Experience; 0.6666 of a workload hour per student is the standard for a twelve-week Consolidated Practice Experience.

Should fractional outcomes result from this formula, the workload hour would be rounded up to the nearest 0.5 of an hour.

B10 The Parties agree to not renew the following letters of Understanding:

1. Letter of Understanding: Bargaining Unit Definition
2. Letter of Understanding: Renumbering of Collective Agreement
3. Letter of Understanding: University College Professor
5. Letter of Understanding: Financial Incentive
6. Letter of Understanding: Fiscal Dividend
7. Letter of Understanding: Review of Draft 2007-2010 Collective Agreement
8. Letter of Agreement: Early Retirement Incentive
9. Letter of Agreement: Cowichan Tribes Cultural and Education Centre Project.
10. Letter of Agreement: Faculty Workload and Compensation for the Master of Arts in Creative Writing Program Offered in Partnership with Griffiths University

SCHEDULE C

Finalizing the Collective Agreements

Letter of Understanding

Finalizing collective agreements

The parties agree that, in order to facilitate collective bargaining of the 2012-2014 collective agreement, both parties will work from the document provided by PSEA on January 23, 2013.

Housekeeping items in the 2012-2014 round of negotiations:

Each party will provide to the other a list of housekeeping items. Housekeeping items that are tentatively agreed to between the parties over the course of bargaining will form part of the tentative 2012-2014 Memorandum of Agreement, and are subject to the ratification by the parties' respective principals.

Housekeeping items are those items that both parties agree are housekeeping.

Creating final versions of the 2007-2010, 2010-2012 Collective Agreements

Prior to June 30, 2013, the parties will:

1. Update the 2004-2007 collective agreement reflecting only those changes contained in the March 23, 2007 Memorandum of Agreement.
2. Upon approval from the principals of the respective parties, the parties will sign this 2007-2010 collective agreement, and create a PDF version of the agreement for distribution and posting.
3. Update the 2007-2010 collective agreement reflecting only those changes contained in the April 10, Memorandum of Agreement, as modified by the recommendations contained in the May 11, 2011 Special Mediator's Report.
4. Upon approval from the principals of the respective parties, the parties will sign this 2007-2010 collective agreement and create a PDF version of the agreement for distribution and posting.

Finalizing the 2012-2014 Collective Agreement

In the interests of Focused Bargaining and of expeditious publication of a 2012-2014 Collective Agreement, the parties agree that:

1. After negotiations have concluded and a tentative 2012-2014 Memorandum of Agreement is signed and ratified by all parties, the parties will prepare a draft 2012-2014 collective agreement that will update the 2010-2012 collective agreement described above by the ratified Memorandum of Agreement.

2. The parties will electronically (PDF) produce and mark this agreement as a draft agreement.
3. A housekeeping process will be undertaken by the parties to be completed by June 10, 2013. Only items that both parties agree are housekeeping items by June 10, 2013 will be added to the draft 2012-2014 collective agreement.
4. Immediately after June 10, 2013, both parties will take the draft 2012-2014 collective agreement to their respective principals for approval, prior to signing the final version of the 2012 – 2014 collective agreement.
5. Once signed, the final 2012-2014 collective agreement will be published electronically in a PDF version, and fifty printed copies will be delivered to the Faculty Association in a timely manner.

Letters of Understanding Outside the Collective Agreement for renewal:

Letter of Understanding: Non-union vacancy during a period when a faculty member is on layoff with a right of recall, or in receipt of a layoff notice

In the event that a vacancy for a non-union position arises during a period when there are faculty members(s) on layoff who retain a right of recall pursuant to Article 6.11; or, when there are faculty members(s) in receipt of layoff notice, such employees will be eligible to apply for the non-union position. Provided that a faculty member making such an application possesses the skills, knowledge, ability and qualifications for the vacant position as determined by Vancouver Island University, the faculty member will be provided with an opportunity to interview for the position.