

**COLLECTIVE AGREEMENT**

**between**

**VANCOUVER ISLAND UNIVERSITY**

**and the**

**VANCOUVER ISLAND UNIVERSITY  
FACULTY ASSOCIATION**

**Effective from April 1, 2019 to March 31, 2025**

*E&OE*

## TABLE OF CONTENTS

<b>1. PRELIMINARY</b>	<b>1</b>
1.1 PREAMBLE	1
1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE	1
1.4 DEFINITIONS	2
1.5 SINGULAR AND PLURAL	3
1.6 NEGOTIATING A NEW AGREEMENT	3
1.7 ESSENTIAL SERVICES	3
1.9 NO OTHER AGREEMENT	4
1.12 CONFORMITY TO LAW - SAVINGS CLAUSE	4
<b>2. UNION SECURITY</b>	<b>5</b>
2.1 UNION RECOGNITION	5
2.2 UNION SECURITY	5
2.3 DUES CHECK OFF	6
2.6 LEAVE FOR ASSOCIATION AND F.P.S.E. POSITIONS	6
2.8 CONTRACTING OUT	8
<b>3. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE</b>	<b>9</b>
3.1 PERSONNEL FILE	9
3.2 DISCIPLINE	9
3.3 Formal Meetings & Disciplinary Action	9
<b>4. CATEGORIES OF EMPLOYEES AND CATEGORIES OF POSITIONS</b>	<b>11</b>
4.1 CLASSIFICATION OF EMPLOYEES	11
4.2 CATEGORIES OF VIUFA POSITIONS	12
<b>5. GRIEVANCE PROCEDURES AND ARBITRATION</b>	<b>14</b>
5.1 GRIEVANCE PROCEDURE - GENERAL	14
5.2 MEDIATION	15
5.3 EXPEDITED ARBITRATION	15
5.4 ARBITRATION	18
<b>6. SENIORITY, PROMOTIONS, HIRING AND LAYOFFS</b>	<b>20</b>
6.1 PROBATIONARY EMPLOYEES	20
6.2 CALCULATION OF REGULAR SENIORITY	20
6.3 JOB POSTINGS AND VACANCIES	23
6.4 HIRING PROCEDURES	23
6.5 TRANSFERS	28
6.6 LAY OFF	29
6.7 SEVERANCE PAY	34
6.10 SENIORITY RETAINED	34
6.11 RECALL	34
6.13 RETRAINING	35
6.14 Registry of Laid Off Employees	36
6.15 Targeted Labour Adjustment	39
<b>7. EVALUATION</b>	<b>42</b>

7.1	<i>Purpose of Evaluation</i> .....	42
7.2	<i>EVALUATION OF NEW REGULAR INSTRUCTIONAL FACULTY</i> ...	42
7.3	<i>SUMMATIVE EVALUATION OF NON-REGULAR FACULTY</i> .....	44
7.4	<i>EVALUATION OF NEW REGULAR NON-INSTRUCTIONAL FACULTY</i> .....	45
7.5	<i>FACULTY SELF-DIRECTED FORMATIVE EVALUATION</i> .....	45
7.6	<i>FACULTY INITIATED EVALUATION</i> .....	46
8	<b><i>SUPERVISED EVALUATION OF INSTRUCTIONAL FACULTY ON REGULAR APPOINTMENTS</i></b> .....	47
8.2	<i>SUPERVISED EVALUATION OF NON-INSTRUCTIONAL FACULTY</i> ..	48
8.3	<i>SUPERVISED EVALUATION OF NON-REGULAR FACULTY MEMBERS</i> .....	49
9.	<b><i>RENEWAL OF APPOINTMENT</i></b> .....	50
9.1	<i>LIMITED TERM CONTRACTS (LTC)</i> .....	50
9.2	<i>APPOINTMENT OF NON-REGULAR EMPLOYEES</i> .....	50
9.3	<i>LIMITATIONS ON USE OF NON-REGULAR POSITIONS</i> .....	52
9.4	<i>CONVERSION OF FACULTY (INSTRUCTIONAL AND NON-INSTRUCTIONAL) TO REGULAR STATUS</i> .....	52
10.	<b><i>HOURS OF WORK/WORKLOAD</i></b> .....	58
10.1	<i>ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS</i> .....	58
10.2	<i>WORKLOAD</i> .....	58
10.3	<i>OVERLOAD</i> .....	61
10.4	<i>ASSIGNMENT OF WORKLOAD</i> .....	63
10.5	<i>MULTI-CAMPUS TRAVEL</i> .....	65
10.7	<i>INSTRUCTIONAL FACULTY INVOLVED IN CO-OPERATIVE EDUCATION</i> .....	66
10.8	<i>FACULTY IN THE CENTRE FOR EXPERIENTIAL LEARNING</i> ...	67
10.9	<i>ACCESS SERVICES AND COUNSELLING</i> .....	68
10.10	<i>FACULTY ADVISORS</i> .....	68
10.11	<i>WORKLOAD RELEASE</i> .....	69
11.	<b><i>SALARIES AND ALLOWANCES</i></b> .....	73
11.1	<i>SALARIES</i> .....	73
11.2	<i>ALLOWANCES</i> .....	75
11.4	<i>INITIAL PLACEMENT ON SALARY SCALE</i> .....	76
11.5	<i>ADDITIONAL FORMAL QUALIFICATIONS</i> .....	84
11.6	<i>SALARY PLACEMENT FOR TECHNOLOGY SUPPORT POSITIONS</i> .....	84
11.8	<i>INCREMENTAL ADVANCEMENT ON SALARY SCALE</i> .....	85
11.9	<i>Provincial Salary Scale</i> .....	86
12.	<b><i>LEAVES, <del>PAID AND UNPAID</del>, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY</i></b> .....	87
12.2	<i>VACATIONS</i> .....	87
12.3	<i>PROFESSIONAL DEVELOPMENT FUNDS AND LEAVE</i> .....	89
12.4	<i>ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT AND</i>	

SCHOLARLY ACTIVITY).....	92
12.6 PURCHASE OF RELEASE TIME .....	98
12.7 LEAVE FOR DOMESTIC AND SEXUAL VIOLENCE .....	98
12.8 FAMILY ILLNESS.....	99
12.9 BEREAVEMENT LEAVE.....	100
12.10 MATERNITY, PARENTAL AND ADOPTION LEAVE .....	100
12.11 CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES .....	103
12.14 EXCHANGE LEAVE.....	103
12.15 GENERAL LEAVE, UNPAID .....	104
12.16 PUBLIC DUTIES.....	106
12.17 Jury Duty and Court Appearances .....	106
12.18 Deferred Salary Leave .....	107
12.19 Seniority Accrual .....	107
12.20 Retention of Status .....	107
<b>13. HEALTH, INSURANCE AND PENSION BENEFITS.....</b>	<b>108</b>
13.1 Eligibility for Benefits.....	108
<del>13.2 Specific Benefits.....</del>	<del>109</del>
13.3 Benefit Provisions .....	109
13.4 Disability Benefits .....	110
13.5 Health and Welfare Benefits .....	112
13.6 COLLEGE PENSION PLAN.....	113
13.7 SUBROGATION .....	113
<b>14. PROTECTION OF EMPLOYEES.....</b>	<b>114</b>
14.1 DISCRIMINATION AND HARASSMENT .....	114
14.2 HARASSMENT.....	114
14.5 TECHNOLOGICAL CHANGE .....	118
14.6 DISTRIBUTED LEARNING .....	118
14.8 COPYRIGHT.....	119
14.10 LEGAL INDEMNIFICATION.....	121
14.14 ACADEMIC FREEDOM .....	121
14.22 TEACHING ASSIGNMENTS TO UNIVERSITY ADMINISTRATORS ..	122
<b>15. GENERAL.....</b>	<b>123</b>
15.1 FACULTY ROLE IN CURRICULUM AND PROGRAM DEVELOPMENT .....	123
15.2 EARLY RETIREMENT INCENTIVE (Ended July 31, 2018).....	123
15.3 Continuation of Vancouver Island University Faculty Privileges...	123
<b>16. HUMAN RESOURCES DATABASE and jadrc.....</b>	<b>124</b>
16.1 HUMAN RESOURCES DATABASE.....	124
16.2 Joint Administration and Dispute Resolution Committee (JADRC)	125
<b>17. INTERNATIONAL EDUCATION.....</b>	<b>127</b>
17.1 General.....	127
17.2 Expenses.....	127
17.3 Health and Welfare Benefits .....	127
17.4 Emergencies and Emergency Evacuation .....	128

17.5 Orientation .....	128
17.6 Return .....	129
<b>APPENDIX A1: PROVINCIAL F2 SALARY SCALE SCHEDULE .....</b>	<b>130</b>
<b>APPENDIX A2: F1 SALARY SCHEDULE .....</b>	<b>131</b>
<b>APPENDIX A3: TECHNOLOGY SUPPORT POSITION PAY BANDS ...</b>	<b>134</b>
<b>APPENDIX B: VIUFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY .....</b>	<b>136</b>
<b>APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY.</b>	<b>137</b>
<b>APPENDIX D: INITIAL SALARY PLACEMENT FORM NON-INSTRUCTIONAL F1 SALARY SCALE POSITIONS .....</b>	<b>139</b>
<b>APPENDIX E: DISPUTE REFERRAL FORM.....</b>	<b>141</b>
APPENDIX F-1 - REGISTRY OF LAID OFF EMPLOYEES - FORM 1.....	142
APPENDIX F-2 - REGISTRY OF LAID OFF EMPLOYEES - FORM 2.....	143
APPENDIX G - MEDICAL TRAVEL REFERRAL BENEFIT.....	144
APPENDIX H - DENTAL PLAN.....	147
LETTER OF UNDERSTANDING #1: UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1 .....	148
LETTER OF AGREEMENT #2: INDIGENOUS PEDAGOGY.....	149
LETTER OF AGREEMENT #3: USE OF AREA CHAIRS.....	150
<del>LETTER OF AGREEMENT #4: WORKLOAD AVERAGING LEAVE.....</del>	<del>153</del>
LETTER OF AGREEMENT #4: STUDENT SURVEYS .....	153
LETTER OF UNDERSTANDING #5: PRIOR LEARNING ASSESSMENT ..	155
LETTER OF UNDERSTANDING #6: SABBATICALS/UPPER LEVEL RELEASE/WORKLOAD.....	158
LETTER OF AGREEMENT #7: UPPER LEVEL RELEASE FOR NON-REGULAR FACULTY.....	161
LETTER OF AGREEMENT #8: WORKLOAD.....	162
LETTER OF AGREEMENT #9: UPPER LEVEL RELEASE.....	164
LETTER OF AGREEMENT #10: MBA-LOU.....	166
LETTER OF AGREEMENT #11: COLLECTION OF INFORMATION ON SCHOLARLY ACTIVITY.....	176
LETTER OF AGREEMENT #12: ANNUAL WORKLOAD REPORT.....	177
LETTER OF AGREEMENT #13: TEACHING SCHOLARS ACADEMIC YEAR 2004-2005.....	178
LETTER OF AGREEMENT #14: LIMITED TERM CONTRACT HIRING..	179
LETTER OF AGREEMENT #15: NON-REGULAR SENIORITY.....	181
LETTER OF AGREEMENT #16: WORKLOAD FOR BACHELOR OF SCIENCE IN NURSING: PRECEPTOR-LED AND PROFESSOR/INSTRUCTOR-LED PRACTICE COURSES .....	183
<del>LETTER OF UNDERSTANDING #17: EDUCATIONAL ADVISING.....</del>	<del>184</del>
LETTER OF AGREEMENT #17: SUPPORTING STUDENTS WITH COMPLEX ACCOMMODATION NEEDS .....	184
LETTER OF AGREEMENT #18: JOINT EARLY INTERVENTION PROGRAM.....	185
<del>LETTER OF AGREEMENT #19: CLASS SIZE WORKING GROUP.....</del>	<del>186</del>

LETTER OF AGREEMENT #19: DETERMINING CHAIR RELEASE .....	186
LETTER OF AGREEMENT #20: WORKLOAD EQUITY .....	187
<del>LETTER OF AGREEMENT #21: LABOUR MANAGEMENT SUB-</del>	
<del>COMMITTEE ON TRIMESTER MODEL.....</del>	<del>188</del>
LETTER OF AGREEMENT #21: GRADUATE STUDIES SUB-COMMITTEE	
.....	188
<del>LETTER OF AGREEMENT #22: FIELD SCHOOL SUB COMMITTEE ....</del>	<del>189</del>
LETTER OF AGREEMENT #22: SENIOR UNDERGRADUATE PROJECTS	
COMMITTEE .....	189
LETTER OF AGREEMENT #23: MEDICAL SERVICES PLAN OF BC.....	190
<del>LETTER OF AGREEMENT #24: IT DEPARTMENT POSITIONAL BASED-</del>	
<del>PAY PILOT PROJECT.....</del>	<del>191</del>
LETTER OF AGREEMENT #24: DECOLONIZING THE SALARY	
PLACEMENT PROCEDURE .....	194
LETTER OF AGREEMENT #25: RELEASE REPORT.....	195
LETTER OF AGREEMENT #26: ONE-TIME INVESTMENTS .....	196
LETTER OF AGREEMENT #27: WORKLOAD EQUITY – FACULTY OF	
SCIENCE AND TECHNOLOGY.....	197
LETTER OF UNDERSTANDING #28: COST OF LIVING ADJUSTMENT	201

## 1. PRELIMINARY

### 1.1 PREAMBLE

This Agreement applies to all faculty members of Vancouver Island University as described in Article 2.1.

*(Note: Language derived from that which was negotiated at a sectorial bargaining process and that has been harmonized into this Collective Agreement is presented in italics.)*

### 1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE

This Agreement shall be binding from April 1, 2019~~22~~ until March 31, 2022~~5~~, 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, 2024~~4~~, in accordance with Section 46 of the Labour Code of British Columbia (1992).

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Jane Wodlinger, Bargaining  
Spokesperson,  
Vancouver Island University  
Faculty Association

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Patricia Elliott, Bargaining  
Spokesperson,  
Vancouver Island University

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Doug Campbell  
PSEA Chair, Board of Directors

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Original signed on January 28, 2025

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Date

1.4 DEFINITIONS

- 1.4.1 “Appropriate Senior Administrator” refers to the faculty member’s administrative manager, as identified by the University at the time of the faculty member’s initial appointment. Should the faculty member’s administrative manager change, such change will be communicated to the faculty member. The manager may be a Dean or Associate Dean, Director, Associate Vice-President, University Librarian, Registrar, or Chief Information Officer, for example.
- 1.4.2 “Association” means the Vancouver Island University Faculty Association.
- 1.4.23 “B.C.G.E.U.” means the bargaining unit within Vancouver Island University which is represented by local of the British Columbia Government Employees' Union.
- 1.4.34 “C.U.P.E.” means the bargaining unit within Vancouver Island University which is represented by local of the Canadian Union of Public Employees.
- 1.4.45 “Dean” means the ~~Appropriate Dean, Director, or Senior Academic Administrator~~ of an individual Faculty.
- 1.4.56 “Joint Administration and Dispute Resolution Committee” or “JADRC” means the committee established under Article 16.2.
- 1.4.67 “Joint Labour-Management Committee” means a committee formed by the parties with equal representation from the Association and the Employer.
- 1.4.78 “VIUFA” means the bargaining unit within Vancouver Island University which is represented by the Vancouver Island University Faculty Association.
- 1.4.89 “Ministry” means the Ministry that includes responsibility for Vancouver Island University.
- 1.4.910 “Post-Secondary Employers’ Association” or “PSEA” means the Employers’ association established for post-secondary colleges, special-purpose teaching universities and institutes under the Public Sector Employers’ Act.
- 1.4.101 “University” means Vancouver Island University as the employer.



1.4.142 “Vice-President” means the appropriate Vice-President.

1.4.123 Year:

“Academic Year” means August 1<sup>st</sup> to July 31<sup>st</sup>.

“Budget year” or “fiscal year” means the budgetary year the University operates under (currently April 1 to March 31).

“Calendar year” means January 1 to December 31.

“ICBC year” shall be the vehicle insurance period of the personal vehicle of a ~~regular~~ member who is eligible for a travel allowance pursuant to Article 11.2.2.

“Seniority year” means an FTE year of service within the Bargaining Unit, unless otherwise specified.

## 1.5 SINGULAR AND PLURAL

*Wherever the singular is used in the Collective Agreement language, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.*

## 1.6 NEGOTIATING A NEW AGREEMENT

1.6.1 Neither party can commence strike/lock out action prior to September 1 following the expiry of the Collective Agreement.

## 1.7 ESSENTIAL SERVICES

1.7.1 The parties agree that proper care<sup>1</sup> of all research animals<sup>2</sup> will be maintained by appropriate members of the bargaining unit in the event of a strike or lockout in the course of this Agreement or its continuance.

1.7.2 At least seven (7) days before the commencement of a strike or lockout, the University and the Association will meet and determine a list of employees which they deem sufficient to provide for continuous proper care of the animals during the strike or lockout. Should the parties be unable to reach agreement on the persons to be designated,

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<sup>1</sup> Proper care implies provision of appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care appropriate.

<sup>2</sup> Research animals means any live non-human vertebrate or invertebrate utilized in research, teaching, and testing.

the matter will be referred to the CCAC for final and binding resolution by the Council.

1.7.3 All persons so designated will be paid their regular salary during the period of designation.

1.7.4 Due regard will be had for previously arranged vacations and other matters and as far as possible the designated duties will be dispersed among all appropriate employees equally. No other duties will be assigned to these designated employees.

#### 1.9 NO OTHER AGREEMENT

No faculty member covered by this agreement shall be required or permitted to make a written or oral agreement with the University or its representatives which may conflict with the terms of this agreement, unless mutually agreed to by both parties to this agreement. Said specific variance shall be in writing and shall clearly state that the letter of agreement is made without prejudice to the collective agreement.

#### 1.12 CONFORMITY TO LAW - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this contract that the sections, paragraphs, sentences, clauses and phrases of this contract are subject to applicable federal, provincial and local law and are separable. If any phrase, clause, sentence, paragraph or section of this contract shall be found to be invalid because of conflict with any applicable federal, provincial, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this contract. Any substitute provisions shall be subject to appropriate consultation and negotiation between the parties to this collective agreement.

## **2. UNION SECURITY**

### **2.1 UNION RECOGNITION**

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

2.1.2 The question of inclusion or exclusion of a new position created by the University will be negotiated with the Association prior to any posting of the position. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the Labour Relations Board for determination.

Where the local parties fail to agree and pending a decision from the Labour Relations Board, the position may be filled. The University will provide the Association with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.

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

### **2.2 UNION SECURITY**

2.2.1 All members of the bargaining unit represented by the Association shall, as a condition of employment, pay fees of not less than one dollar per year, the actual amount to be determined from time to time by the Association.

2.2.2 The above provisions of this Agreement shall not be construed as requiring any member of the bargaining unit represented by the Association to become a member of the Association.

2.2.3 The University shall provide each successful candidate for a position in the bargaining unit represented by the Association a copy of this Agreement with the letter of appointment.

## 2.3 DUES CHECK OFF

2.3.1 The University shall as a condition of employment, deduct from the biweekly wages or salary of each member of the bargaining unit represented by the Association the amount of the regular biweekly fees payable to the Association.

2.3.2 All deductions shall be remitted to the Treasurer of the Association without delay. Before the University is obligated to deduct any amount described in Article 2.3.1 the Association must advise the University in writing of the amount of its regular biweekly fees. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the University signed by the Treasurer of the Association. Upon receipt of such notice, such changed amount shall be deducted.

2.3.3 If a faculty member is assigned work that is partly in the bargaining unit represented by the Association and partly by either or both B.C.G.E.U. and C.U.P.E., the University shall, as a condition of employment in the position represented by the Association, deduct from the portion of their biweekly wages or salary applicable to this position, the amount described in Article 2.3.1.

## 2.6 LEAVE FOR ASSOCIATION AND F.P.S.E. POSITIONS

NOTE: see Section 12 regarding Leaves.

Faculty members may, from time-to-time be elected to executive positions within the Association or the Provincial Federation of Post-Secondary Educators of BC (F.P.S.E.).

2.6.1 The University shall, upon request from the Association, grant full or partial release leave to perform duties of an executive position with the Association or F.P.S.E. Such leave shall be renewable on request from the Association.

2.6.2 The University shall continue to pay the faculty member their full salary and benefits while serving the Association or F.P.S.E.

2.6.3 ***Leave of Absence for University Committees***

*An employee whose assigned work schedule would prevent them from attending meetings of a University committee to which they have been elected or appointed, will be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meeting(s).*

2.6.4 ***Union Leave***

*Meetings between representatives of the Union and the Employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.*

*The Employer shall provide the equivalent of one-quarter full-time equivalent release for the VIUFA to distribute to members of the VIUFA Executive.*

*Where such leave is granted, the Employer will replace the employee as necessary.*

*Costs arising from this provision will not be charged against the program area of the participating union representative.*

2.6.5 The Association and/or F.P.S.E. may purchase additional release time above that currently paid for by the Employer at replacement cost. Replacement cost is that for the individual who is carrying out the duties of the individual released.

2.6.6 Subject to the provisions of Article 10.4.1, the University shall identify the sections to be offered in the following academic year by each department and the department shall identify the work to be done by members of that department without regard to any potential release time that may be granted pursuant to Articles 2.6.4 and/or 2.6.5.

The University shall not reduce the number of sections initially proposed to be offered by the regular faculty in a department as a result of a faculty member receiving release time pursuant to section 2.6.4 and/or 2.6.5.

2.6.7 Upon completion of the term of office, the faculty member is assured of resuming duties at a salary level equal to that which they would have

received, had they remained in their usual position at the University. The faculty member shall be given their full seniority credits for the period of their release leave.

## 2.8 CONTRACTING OUT

- a) The University will not contract out any work normally performed by employees covered by this Agreement, except in situations described in subsection (b) herein.
- 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.

### **3. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE**

#### **3.1 PERSONNEL FILE**

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

#### **3.2 DISCIPLINE**

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

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

##### **3.2.3 Other Disciplinary Action**

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

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

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

#### **3.3 FORMAL MEETINGS & DISCIPLINARY ACTION**

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

- 3.3.2.1 Any alleged non-compliance with Article 3.3.1 shall not render void any disciplinary action but will result in a reconvening of the meeting with union representation. If a reconvened meeting becomes necessary only the information from the reconvened meeting shall be considered by the employer.



#### **4. CATEGORIES OF EMPLOYEES AND CATEGORIES OF POSITIONS**

##### **4.1 CLASSIFICATION OF EMPLOYEES**

###### **4.1.1 Regular Faculty Member**

The term "regular" shall refer to a faculty member with an ongoing appointment.

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

###### **4.1.1.2 The position title for regular instructional faculty shall be “Professor.”**

###### **4.1.2 Temporary and Non-Regular Faculty Members**

Temporary and non-regular faculty members have an appointment that is not ongoing and includes an end date.

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

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

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

###### **4.1.2.2 Unless otherwise stated, conditions that are applicable to “Instructors” or “non-regular faculty members” will apply to “Limited Term Contract” and “Temporary” Instructors.**

###### **4.1.3 Full-Time Faculty Member**

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

###### **4.1.4 Part-Time Faculty Member**

Part-time faculty members, either regular or non-regular, are those with

an appointment(s) that specifies a workload less than 1.0 FTE per academic year.

## 4.2 CATEGORIES OF VIUFA POSITIONS

### 4.2.1 Instructional Positions

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

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

### 4.2.2 Non-Instructional Positions

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

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

#### 4.2.2.1 Instructional Support Positions

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

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

#### 4.2.2.2 Academic Experience Positions

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

b) Academic Experience Position salaries will be determined based on

Article 11.4.1 and Appendix C.

4.2.2.3 Technology Support Positions

- a) The primary responsibility of Technology Support Positions is to support the use of technology across the institution and in specific departments at VIU, through their specialized education, training, and expertise.
- b) Salaries for Technology Support Positions ~~will be~~ are determined based on Articles 11.4.2.1, ~~the IT LOA and Appendix D.~~

4.2.2.4 University Experience Positions

- a) The primary responsibility of University Experience Positions is to support students in enrolment, graduation transition, co-curricular or extracurricular activities.
- b) Salaries for University Experience Positions will be determined based on Articles 11.4.2.1 and Appendix D.

4.3 Position Titles

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

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

## **5. GRIEVANCE PROCEDURES AND ARBITRATION**

### **5.1 GRIEVANCE PROCEDURE - GENERAL**

5.1.1 Differences between the parties bound by this agreement concerning its interpretation, application, operation or any violation thereof, and any questions as to whether any matter is arbitrable shall, if possible, be resolved by informal discussions.

#### **5.1.2 Grievance Procedure – Steps**

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

##### **Step 1**

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

##### **Step 2**

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

##### **Step 3**

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

#### **Step 4**

Failing a resolution at Step 3, the VIUFA Chief Steward may, within thirty (30) working days refer the grievance to arbitration.

- 5.1.2.2.1 The timelines for the meetings and responses in Steps 1, 2, 3, and 4 may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.
- 5.1.2.2.2 Unless extended by mutual agreement, time limits in the grievance and arbitration procedure are mandatory. Failure to initiate a grievance in a timely manner will result in the grievance being deemed abandoned. In the event that a grievance once initiated is not processed by either party within the time limit specified the grievance will be considered to have been advanced to the next step. A grievance shall be deemed to have been abandoned if a year passes during which no action is taken by either party without any reasonable explanation for the delay.
- 5.1.2.2.3 It is the expectation of the parties that before submission to arbitration, the grievance shall have been discussed in the grievance procedure.
- 5.1.2.2.4 The time limit provisions in this Article do not impact any remedy arguments either party may choose to make in connection with any continuing grievance(s) filed pursuant to this Article.

#### **5.2 MEDIATION**

- a) The parties may by mutual agreement, submit a grievance or matter in dispute to a mutually agreed upon mediator at any time.
- b) Any such mediation process shall be without prejudice to either party.
- c) The expense of grievance mediator shall be equally shared by the parties.

#### **5.3 EXPEDITED ARBITRATION**

- 5.3.1 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 of 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 with 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, 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 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) The parties may mutually agree to refer a particular grievance to the expedited process, or to the full arbitration process (Article 5.4) irrespective of the categories listed in Article 5.3.2(a) above.
- (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 their 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

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

available within thirty (30) days of appointment.

#### 5.3.4 Process

Lawyers shall not be retained to represent either party unless there is mutual agreement between the parties. This does not preclude either party from using staff who may be lawyers.

#### 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 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*.

### 5.4 ARBITRATION

- 5.4.1 The parties agree to a preference for sole-arbitrator hearings. However, should either party determine that a particular case warrants it, they may opt for a three-person arbitration board by communicating that decision, in writing, to the other party prior to agreement on a named sole arbitrator.

- 5.4.2 The expenses of the arbitrator or chairperson of the arbitration board shall be shared equally. The parties shall bear the expenses of their respective nominees.

#### 5.4.3 Powers of Arbitrator

- 5.4.3.1 The decision of the Board of Arbitration shall be binding upon the parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. The Board shall have the power to determine whether the grievance is arbitrable.



- 5.4.3.2 The Board of Arbitration has the same powers, follows the same procedures and has the same authority as an arbitration board under the *Labour Relations Code of British Columbia*. The Board of Arbitration shall give full opportunity to all parties to present evidence and make representation to it. The Board of Arbitration shall commence its proceedings as soon as possible. The decision of a majority shall be the decision of the Board of Arbitration.

## **6. SENIORITY, PROMOTIONS, HIRING AND LAYOFFS**

### **6.1 PROBATIONARY EMPLOYEES**

#### **6.1.1 First Regular Faculty Appointments**

Initial appointments for all regular faculty are for a probationary period of two years.

### **6.2 CALCULATION OF REGULAR SENIORITY**

#### **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 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.)

#### **6.2.2 Full-time appointments of at least 32 weeks shall be considered equal and equivalent to one full unit of seniority credit.**

#### **6.2.3 When a faculty member is given a regular contract after serving at Vancouver Island University on a non-regular contract, the time served under the 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 non-regular contract.**

#### **6.2.4 Seniority shall be represented as credits such that one credit equals one year of full-time service. No faculty member shall accumulate more than one credit in one year. Partial credit (without limitation of size of fraction) shall be given in those cases where leaves or appointments other than a full-time appointment have occurred. The date of original appointment continuous with the current appointment shall be printed with the seniority credits.**

#### **6.2.5 Assignment to Seniority Group**

~~The terms of the original appointment of any Association. Upon appointment, a regular faculty member shall include assignment be assigned to a seniority group(s) aligned with their regular ongoing instructional or non-instructional appointment(s).~~

6.2.6 ~~Assignment of existing faculty to a seniority group will be in accordance with the major instructional or non-instructional regular assignment over the past two (2) years, excluding temporary secondments. Faculty members with ongoing appointments in more than one seniority group will accumulate seniority equivalent to their full appointment in each of the seniority groups to which they are appointed. Additional temporary appointments, temporary secondments, or internal transfers do not change the ongoing seniority group assigned. This shall be determined by November 30th of each year. A copy of the list shall be forwarded to the Chief Personnel Steward of the Association, and a further copy distributed to each instructional and non-instructional group. All new faculty appointments positions, courses, programs or services will be assigned to a seniority group at the time of appointment creation or implementation.~~

6.2.7 Time spent on professional development assisted and unassisted leaves (as approved as professional development by the appropriate authority when the leave was determined to be P.D. Leave) or exchanges shall be calculated towards seniority with full credit. Sick leaves and maternity and parental leaves shall be calculated towards seniority with full credit up to fifteen (15) months maximum.

6.2.8 The seniority groups currently agreed upon are:

<p> <u>Accessibility Services</u>  Accounting  <u>American Sign Language Interpreters</u>  Anthropology  Art and Design  <u>Athletics and Recreation</u>  Biology  <u>Campus Career Centre for Experiential Learning</u>  Centre for Innovation &amp; Excellence in Learning  Chemistry  Child &amp; Youth Care  Chinese  Classics, Philosophy &amp; Religious Studies </p>	<p> <del>Horticulture</del>  Hospitality Management  <u>Indigenous Education and Engagement</u>  <del>International Education Student Advisor</del>  <del>Computer Support</del> <u>IT Operations and Enterprise Systems</u>  Japanese  <del>Physical Education</del> <u>Kinesiology</u>  Liberal Studies  Library  Management  Marketing  Mathematics  MBA <del>Hertfordshire</del>  <del>Media Services</del>  Media Studies  Music  <del>Baccalaureate</del> <u>Nursing</u> </p>
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<p>Community Planning Community Support Worker Computing Science Counselling Creative Writing and Journalism Criminology <del>BA</del>-Degree Advisor Dental Hygiene Early Childhood Education and Care Earth Sciences Economics Education Educational Advising Elders <u>Engineering</u> English (26) <del>University Affairs</del> <u>External Relations</u> Finance (8) <del>Student Financial Services</del> <u>Aid &amp; Awards</u> <del>First Nations Student Services</del> Fisheries &amp; Aquaculture Forestry French Geography History</p>	<p>Physics Political Science Practicum <del>Liaison</del> <u>Coordinator</u>, Health Services Programs Practicum <del>Liaison</del> <u>Coordinator</u>, Human Services Programs <u>Psychedelic Studies</u> Psychology Quantitative Methods Recreation <del>Administration</del> <u>and Tourism Management</u> <del>Research Chair</del> Resource Management <del>Officer</del> <del>Technology and Protection</del> Social Work Sociology Spanish <del>Enrollment Management</del> <u>Student Recruitment</u> <u>Studies in Women's Studies and Gender</u> Theatre Writing Centre <del>First Nations</del> <u>Xwulmuxw</u> Studies</p>
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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. On or before that date, ~~C~~opies of the seniority lists shall be sent to the ~~Deans~~ appropriate Senior Administrators and the Association's President and Chief ~~Personnel~~ Steward ~~of the Association~~ and each instructional and non-instructional area ~~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 ~~s~~Senior ~~a~~Administrator and the Associate Vice-President, Human Resources.

A faculty member's assignment to a seniority group may be changed by agreement of the Association and the Employer.

~~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.~~

### 6.3 JOB POSTINGS AND VACANCIES

The University shall provide, to the Association, a copy of all job postings and of all appointment forms at the time they are processed in Human Resources.

### 6.4 HIRING PROCEDURES

#### 6.4.1 Recruitment of Faculty

6.4.1.1 References to Vice President in this Article shall include the Vice President Academic and, where appropriate, the Vice President of Administration and Finance.

6.4.1.2 For the purpose of 6.4.1, "the appropriate sSenior aAdministrator (s)" shall refer to the Dean(s), or Director(s), or Regional Campus Academic Administrator(s) who take(s) the responsibility designated in Article 6.4.1.56.

6.4.1.3 Where a position to be filled is a regular position, the appropriate sSenior aAdministrator shall develop the job posting after effective consultation with members of the department.

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 non-regular.

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

6.4.1.6 The appropriate sSenior aAdministrator(s) shall be responsible, in cooperation with a Selection Committee consisting of themselves, the appropriate Chair(s) and faculty members from the appropriate department(s) or service group(s), for developing procedures to screen applicants, preparing a short list of applicants, conducting interviews,

and making recommendations of candidates for each position.

Requirement for a Selection Committee may be waived with the mutual agreement of the appropriate ~~s~~Senior ~~a~~Administrator(s), the appropriate Vice President and the appropriate department(s) or service group(s).

- 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 ~~s~~Senior ~~a~~Administrator(s) concerned) shall be included in the process described in Article 6.4.1.56.

A 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 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.

- 6.4.1.7 The Chair of the Selection Committee shall advise the appropriate member of the Executive of the short-listed candidates for a regular position. Candidates on the short list are then invited to the campus by the Chair of the Selection Committee.

- 6.4.1.8 The Chair of the Selection Committee or designate, with due regard to confidentiality, shall coordinate visits to the University by the short-listed candidates for a regular position. The Chair shall attempt to ensure the appropriate member of the Executive and other relevant individuals and groups in the University have the opportunity to meet the candidate and to express to the Chair their views on each candidate. The Chair shall ensure a record is maintained of any such information presented and that record shall for part of the documentation for the selection process.

- 6.4.1.9 The Chair of the Selection Committee, in co-operation with the Selection Committee, shall make recommendations to the Vice President for a

regular appointment, and the Vice President, if they approve, shall recommend to the President that the formal offer of appointment be made. Dissenting views shall accompany recommendations of the appropriate sSenior aAdministrator(s) and Vice President.

6.4.1.10 The procedure for the initial placement of a new faculty member on the salary schedule is described in Article 11.4.

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

#### 6.4.2 Selection of University Administrators

6.4.2.1 Appointments of senior administrators related to instruction, instructional services and student services including the Vice Presidents Academic, Deans, ~~Executive Directors~~ Associate Vice-Presidents, Directors, and ~~Regional Campus Academic~~ Administrators shall be made according to the University Act. 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.

#### 6.4.2.2 Selection of Academic Administrators

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

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

6.4.2.2.3 i. The selection committee shall be chaired by the person to

whom the Administrator reports or that person's designate.

- ii. The selection committee shall have four (4) VIUFA members. The number of Administrative representatives, including the Chair, will not exceed the number of VIUFA representatives.
- iii. VIUFA representation on the committee shall be formed by and from Association members directly managed by the Administrator.
- iv. Changes to the number of VIUFA or Administrative representatives may be agreed to by the parties.

6.4.2.2.4 Academic Administrators' rights to a teaching position:

- a) An Academic Administrator shall have the right to assume a teaching position in the bargaining unit on the completion of their appointment providing that the duration of that appointment, including renewals, is at most ten (10) years. The right to assume a teaching position may be extended beyond ten (10) years after consultation with VIUFA.
- b) The selection process will involve a representative selection committee that will shortlist candidates, conduct interviews, and make recommendations to the President.
- c) An external candidate shall not be short-listed for a position as an Academic Administrator unless the department into which the Academic Administrator would have the right to assume a teaching position determines that they are qualified to teach in that department.
- d) When an Academic Administrator completes their term(s), if they wish to assume a faculty position, a regular position in their discipline shall be created if there is no suitable vacant position available. Where the Academic Administrator was a member of the VIUFA prior to selection as an Academic Administrator, they have the right to return to their original position as a faculty member with full seniority.
- e) If an externally hired Academic Administrator is successful in being renewed, that Academic Administrator shall start to accrue VIUFA seniority at the start of the second appointment.



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

**NOTE: This does not retroactively change the duration of the term of any existing senior administrator**

- 6.4.2.3 Selection and appointment of the University President is the duty and responsibility of the University Board. It is recognized however that the President should be appointed only after wide consultation within (and perhaps outside) the University community. Therefore in order to assist the University Board in this task a Search Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.
- 6.4.2.4 Additional staff, student, or community representatives, up to a number equal to the number of Association members on the Search Committee for the President may also be invited by the Committee, as constituted in Article 6.4.2.2, to serve as voting members of the Committee.
- 6.4.2.5 It shall be the responsibility of the Search Committee to recommend a short list to the University Board or President for appointment to the office in respect to which it is struck.
- 6.4.3 Selection of Provost and Vice-President Academic
- 6.4.3.1 Appointments of the Provost and Vice-President Academic shall be made according to the University Act. It is recognized however that such persons shall be appointed only after wide consultation within the University community. Therefore, in order to assist the President in the selection of a Provost and Vice-President Academic a Selection Committee, which shall include faculty representation, shall be constituted. These faculty representatives shall be selected by the faculty in accordance with procedures established for Senate Elections. No two elected faculty will come from the same Faculty or service group. The number of faculty on the Committee shall be not less than 25% of the Committee inclusive of the VIUFA President or designate

exclusive of those faculty members who may be appointed by the University.

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

## 6.5 TRANSFERS

### 6.5.1 Internal Transfer 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 they shall be considered to be on loan from that seniority group consistent with the member's original appointment and they shall revert back to that group when the assignment in the other unit they are filling is terminated.

6.5.3 Home Campus

Within this agreement home campus shall refer to the campus at which a regular or limited term contract faculty member was originally appointed to undertake the majority of their designated duties. The designation of home campus may be changed with consultation with the member. 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.

6.5.4 Transfer Expenses

Employer initiated transfer to a campus other than the one which a faculty member was originally assigned shall be assisted by the University in the form of, but not limited to, moving expenses which shall include the cost of moving and insuring the move of household furniture and personal effects to a maximum of \$2,500.00.

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 3.

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

6.6.2 Application

All faculty, whether or not they are on leave, shall be subject to the conditions of this section.

6.6.3 Definitions

The following definitions apply throughout Article 6.6:

6.6.3.1 "Lay off" refers to the loss of the employment specified in a faculty member's regular contract.

6.6.3.2 "Seniority" is defined in Article 6.2.1 of this agreement.

6.6.3.3 "Bumping" is defined as the displacement of a faculty member in another department, program or service area, by a member with more seniority within the Association bargaining unit.

6.6.3.4 "Program" means a program as defined by the Senate.

6.6.3.5 (a) "Program Redundancy" arises when the Board accepts a recommendation from the Senate that a program can be discontinued.

(b) "Suspension" arises when the Board accepts a recommendation from the Senate that a program be suspended.

6.6.4 Seniority Principle and Seniority Groups

It is recognized that the principle of seniority shall govern the application of this Article.

6.6.4.1 It is recognized that the selection of faculty members to be laid off within one of the groups identified in Article 6.2.8 shall be in reverse order of seniority subject to the senior employee(s) having the qualifications to perform the remaining work available within the group following the effective date of lay off.

6.6.4.2 Notwithstanding the above, no faculty member employed by the University as at May 1, 1993 who has at least fifteen years of seniority will be laid off if there are junior faculty members remaining in the group to which the faculty member is assigned.

6.6.4.3 Faculty with more than 15 years of seniority, as of May 1, 1993, will not be laid off except in cases where a program redundancy has been declared, or in a non-instructional area where there is no longer a demonstrable need for the service.

6.6.4.4 Except where a Program Redundancy or suspension has been declared, a faculty member cannot be laid off if the result of that lay off would be that a program would be discontinued or suspended.

6.6.5 University Responsibilities

6.6.5.1 It is recognized that the University has a responsibility to explore all alternative ways of preventing the lay off of regular faculty members.

6.6.5.2 It is further recognized that the University must have bona fide reasons for the lay off of regular faculty members.

6.6.5.3 The University shall not prepare budgets in such a way that any faculty position or alternative position is financially unsupportable for the purpose of bypassing the steps outlined in Article 3.2.1.

6.6.5.4 On or before October 15<sup>th</sup> of each year, the University will meet with the Association to present preliminary budget assumptions for the following academic year. The University will give notice at this meeting if there are budgetary shortfalls projected for the following academic year.

6.6.5.5 If notice was given according to 6.6.5.4, then the University shall, on or before December 15<sup>th</sup> give notice to the Association if it is expected that the budgetary shortfall will precipitate faculty layoffs.

In the absence of such notice on or before December 15, there shall be no layoffs except in the case of a Program Redundancy.

6.6.5.6. The University will provide to the Association:

- a) Annual Audited Financial Statements including all related Variance analysis reports;
- (b) Quarterly Management Variance and Forecast reports;
- (c) The Draft Annual Budget Plan prepared for Board approval;
- (d) The consolidated budget submissions from Deans and Directors as presented to the Vice Presidents;
- (e) The annual CAUBO Information Return; and
- (f) the University will provide additional detailed information related to the documents in (a)-(e) above, upon request by the Association.

6.6.5.7 The information listed in 6.6.5.6 will be provided to the Association as soon as available.

6.6.5.8 If notice of layoff for budgetary reasons is given, the University shall:  
(a) provide to the Association any further information that the Association requests that is pertinent to the budgetary shortfall or its remedy, and  
(b) allow the Association prior to January 15<sup>th</sup>, the opportunity to make

proposals to the University to avoid the layoffs. If any of the proposals are not implemented and layoffs are not avoided, the Association will be notified as to the reasons for the rejection of the alternatives to layoffs.

6.6.6 Lay Off Process & Responsibility for Notice

6.6.6.1 When the lay off of faculty members appears to be necessary, the following process shall be followed during the academic year in which the lay off may occur:

6.6.6.1.1 Not later than at the time of formal notice being given to a faculty member the Administration shall provide a written outline of the reasons for the proposed lay off to the faculty member and to the Chief ~~Personnel~~ Steward of the Association.

6.6.6.1.2 A faculty member being terminated from their position shall be given formal written notice of the lay off at least four (4) months prior to the effective date of lay off being served.

6.6.6.1.3 All alternatives to the lay off of the faculty member involved shall be explored at this time by both the University and the Association. The Chief ~~Personnel~~ Steward of the Association shall be provided with all data and material relied upon by the University in arriving at this decision. The Association can, within twenty (20) working days of receiving formal written notice of the lay off, make a presentation to the University, outlining alternatives to the lay off of the faculty member.

6.6.6.1.4 The implementation of any of the alternatives identified above must be agreed to by:

- a) The Faculty Member;
- b) The Chief ~~Personnel~~ Steward of the Association;
- c) An appropriate ~~s~~Senior ~~a~~Administrator.

The University shall not unreasonably deny any viable alternative.

6.6.6.2 When a recommendation is made by the Senate that may result in a declaration of program redundancy which may result in the layoff of member(s), the University shall notify the Association and the Faculty member(s) involved by a minimum of six (6) months prior to formal notice of lay off.

6.6.6.3 When written notice is given to the faculty member, the University shall provide the reasons for lay off and inform the faculty member of their rights as outlined in these Articles.

6.6.7 Bumping (Displacing) of Less Senior Faculty Members

6.6.7.1 A faculty member who has been given notice of lay off shall be eligible to bump across the bargaining unit if:

- a) The faculty member has the current qualifications for the position in question. The qualifications of the faculty member shall be assessed by a hiring committee as outlined in Article 6.4.1.5~~6~~. This committee shall be responsible for the assessment of whether the faculty member has the qualifications normally required to work in that department or service area.

If a faculty member is found to generally meet the qualifications but lacks currency in the field or specific course work in a required specialty area, the faculty member will file a one year plan to attain currency or course work. If this plan is approved by the hiring committee and the faculty member has had three (3) years or more of full-time service with the University, they shall receive an assisted leave in accordance with the provisions of Articles 12.3.1(c) and 12.4; and

- b) There is a faculty member with less seniority in the position.

6.6.7.2 A faculty member who is eligible and elects to bump into another position shall:

- a) make that decision within ten (10) working days of receipt of formal notice of lay off; and
- b) bump the least senior member of the seniority group in a position for which they are qualified.

6.6.7.3 A faculty member who is displaced by the operation of Articles 6.6.7.1 and 6.6.7.2 shall have:

- a) ten (10) working days to exercise their rights under Articles 6.6.7.1 and 6.6.7.2; and
- b) written notice of lay off if the faculty member is unable or chooses not to exercise their rights under Article 6.6.7.1. Length of notice shall be as outlined in Article 6.6.6.1.4; and
- c) eligibility for all provisions accorded laid off faculty (Articles 6.6.7 through 6.14).

6.6.8 Employee Records of Laid Off Faculty Members

The records of all faculty members laid off hereunder, and all references supplied by the University or requested by outside agencies, will clearly state that the lay off in no way reflects upon the performance of the person in question.

6.6.9 Expiry of Rights

A faculty member who is laid off under this section and is rehired by the University subsequent to the expiry of a retraining leave and/or the recall period shall be treated as a new employee for all purposes.

6.7 SEVERANCE PAY

Upon lay off, the faculty member shall receive severance pay of one month's salary for each year of service at the University, with a minimum of two (2) months salary to a maximum of ten (10) months, plus earned vacation pay accrued to the date of lay off. Years of service shall be defined as equal to the faculty member's seniority.

6.10 SENIORITY RETAINED

Should a faculty member be transferred on an ongoing basis into a position under another seniority group within the bargaining unit, all the seniority credits accumulated during the previous years under the same or other seniority groups within this bargaining unit shall all be transferred at the time the member accepts the transfer. Transfer shall not be used to circumvent the layoff provisions of Article 6.6.

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 they are 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 non-regular faculty members for the subsequent two (2) years unless all faculty members laid off from that group have been offered such non-regular work. Acceptance of such 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 non-regular assignment shall be appointed on a non-regular basis. That faculty member shall have the right of first refusal for any non-regular work for which they are qualified within their department, up to the level of their regular workload prior to lay off, before any part-time regular faculty member in that department exercises the right of refusal for the available non-regular work.

At the end of the recall period all regular and non-regular seniority shall be converted to non-regular seniority.

#### 6.13 RETRAINING

6.13.1 Faculty who have been laid off pursuant to this Article may elect to retrain, subject to mutual agreement as in Article 6.6.6. If a retraining plan is agreed to in accordance with the above, the faculty member shall receive that amount equivalent to the combined severance and vacation pay entitlement, allocated in such a manner as to provide a payment plan during the retraining period. The total of such payment shall not exceed the amount of the combined severance and vacation pay the faculty member would be entitled to under Article 6.7. Continuation of health and welfare benefits shall be subject to:

- a) the faculty member meeting the eligibility requirements of existing contracts with insurance carriers; and
- b) the faculty member prepaying by way of post-dated cheques to the University the total cost of such benefits.

6.13.2 The maximum period of leave for retraining shall be two (2) years except where the retraining programs involves a Ph.D. program in which the maximum period of such leave shall be three (3) years

6.13.3 During the academic year following the completion of the leave, the University will agree to appoint the faculty member to any vacancy for which they become qualified. Where more than one faculty member becomes qualified for a vacancy as a result of retraining, priority for such vacancies will be on the basis of seniority. Retrained faculty will also be

able to displace regular faculty with less than three (3) years seniority from established regular positions for which they become qualified.

- 6.13.4 Faculty members who are reinstated as a result of retraining will resume their employment on a regular basis, with no loss in seniority. Any future notice or severance under this Article will be calculated from the date regular employment resumed.

#### 6.14 REGISTRY OF LAID OFF EMPLOYEES

##### 6.14.1 *Electronic Posting of Available Positions*

*On behalf of the parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.*

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.*
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1-Form 1).*
- (c) Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.*
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.*
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.*
- (f) Unions, Employers and eligible employees have the right to access the information on the Registry.*

##### 6.14.2 *Electronic Registry of Eligible Employees (Registrants)*

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:*
  - i. regular employees with one (1) calendar year of service*

*working at fifty (50%) percent workload or greater, as defined in the applicable local agreement, or*

- ii. non-regular employees with two (2) calendar years of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreements.*

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

*(c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:*

- i. recall or reappointment to equivalent employment at the institution from which the person was laid off or was not reappointed.*
- ii. obtaining equivalent employment as a result of being listed on the Registry.*
- iii. the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.*

*(d) Implementation*

- i. An employee applies for listing through their Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 – Form 2).*
- ii. The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.*
- iii. A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if they are no longer available for employment through the Registry.*

*(e) Employees Not Eligible*

*Employees are not eligible for listing on the Registry if they have:*

- i. had their employment terminated for just and reasonable cause;*
- ii. accepted early retirement, or*

iii. *voluntarily resigned their employment.*

6.14.3 *Applying for Available Positions*

- (a) *It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.*
- (b) *Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that they are a registrant on the Registry.*

6.14.4 *Rights for Registrants*

(a) *Entitlement for Interview*

*Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.*

*The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.*

(b) *Entitlements for Successful Applicants*

- i. *Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.*
- ii. *Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.*
- iii. *Seniority: All registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.*

- 1. *In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, they will have their seniority recognized for all purposes other than severance accrual.*

2. *FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.*
3. *In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry their seniority to that new institution for all purposes other than severance accrual.*
- iv. *Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.*
- v. *Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired them in accordance with its relocation policies and practices for the position for which the registrant was hired.*

## 6.15 TARGETED LABOUR ADJUSTMENT

### 6.15.1 Employer Commitments

*It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.*

*Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.*

*It is incumbent upon institutions to communicate effectively with their*

*employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.*

*If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.*

6.15.2 *Menu of Labour Adjustment Strategies*

*To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s):*

- (a) Job Sharing.*
- (b) Reduced hours of work through partial leaves.*
- (c) Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.*
- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.*
- (e) Voluntary severance with up to twelve (12) months' severance payment.*
- (f) Workload averaging.*
- (g) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.*
- (h) Combined pension earnings and reduced workload to equal 100% of regular salary.*
- (i) Early retirement incentives pursuant to local collective agreements.*

*(j) Agreed secondment.*

*(k) Retraining.*

*(l) Continuation of health and welfare benefits.*

*(m) Combinations and variations of the above or other alternatives.*

**6.15.3**      *Layoffs May Occur*

*Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid Off Employees will be available.*

**6.15.4**      *No Stacking of Entitlements*

*While various options may be considered and offered, there will be no stacking of entitlements.*

## **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.

#### **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 their ongoing formative evaluation and the results of which go only to the faculty member, to be shared only at the discretion of the faculty member.

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

### **7.2 EVALUATION OF NEW REGULAR INSTRUCTIONAL FACULTY**

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

7.2.2 The primary professional responsibilities of the Professor/Instructor are to



prepare and to teach courses and programs within their 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 their field;
- d) demonstrate participation in professional development and/or scholarly activity;
- e) participate in departmental and institutional activities.

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

- a) Classroom observation. The timing of the classroom observations shall be subjected to agreement between the faculty member and the ~~A~~appropriate Senior Administrator.
- b) Where applicable, interview with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than five (5) students. The faculty member may send an observer to the interviews.
- c) Review of course materials.
- d) Discussion with Department Chair.

7.2.4 If in the summative evaluation, the ~~A~~appropriate Senior Administrator determines that a faculty member's overall performance is unsatisfactory, the ~~A~~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 ~~A~~appropriate Senior Administrator. The faculty member may elect to invite a VIUFA

shop steward or a colleague chosen by the faculty member. In such cases, the ~~Appropriate~~ Senior Administrator will Chair the meeting. At this meeting the ~~Appropriate~~ Senior Administrator will determine the time of a follow-up evaluation to determine whether the faculty member has been successful in addressing the areas identified as requiring improvement.

- 7.2.5 The probationary period for a probationary faculty member may be extended for up to a maximum of one (1) year if deemed necessary by the employer for exceptional circumstances.
- 7.2.6 If at the end of the two-year probationary appointment or the extended probationary appointment the faculty member's performance is satisfactory, then the faculty member will be considered to have successfully passed probation.
- 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.

### 7.3 SUMMATIVE EVALUATION OF NON-REGULAR FACULTY

#### 7.3.1 Evaluation of non-regular instructional faculty

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

- a) Student course surveys. Non-regular instructional faculty members may request that student surveys not be used to assess overall performance for courses for which the faculty member has already received two or more satisfactory evaluations. Student surveys that have been waived for specific courses may resume upon the request of the faculty member or at the discretion of the Senior Administrator.
- b) Classroom observation. The timing of the classroom observations shall be subjected to agreement between the faculty member and the ~~Appropriate~~ Senior Administrator.
- c) Where applicable, interview with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than five (5) students. The faculty member may send an observer to the interviews.
- d) Review of course materials.

e) Discussion with Department Chair.

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

#### 7.4 EVALUATION OF NEW REGULAR NON-INSTRUCTIONAL FACULTY

New faculty shall receive an initial two-year appointment and shall be on probation during this period.

Evaluation shall be carried out using methods appropriate to the particular assignment. Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant ~~Appropriate~~ Senior Administrator’s assessments based on relevant job related activities shall constitute the basis of the evaluation process.

Whenever appropriate the provisions of Article 7.2 shall also apply to non-instructional faculty.

#### 7.5 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;

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

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

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

7.5.4 Faculty members will design their own evaluation process. To accommodate differences in work, program, and discipline, a “menu” of evaluation options, including an “other” category, should be available for

each Faculty, department, or administrative unit.

- 7.5.5 The periodic evaluation should not be onerous.
- 7.5.6 The faculty member's conclusions based on information gathered from the evaluation may inform the faculty member in the design of their professional development plan for the following cycle.
- 7.5.7 As this is self-directed formative evaluation, access to and control over conclusions drawn or reports to be made shall remain with the faculty member. No adverse inference can be drawn from the failure of the faculty member to report on the results of periodic evaluations.
- 7.5.8 Non-regular and Limited Term Contract instructional faculty members may voluntarily participate in self-directed formative evaluation.

#### 7.6 FACULTY INITIATED EVALUATION

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

## **8 SUPERVISED EVALUATION OF INSTRUCTIONAL FACULTY ON REGULAR APPOINTMENTS**

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

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

- a) The faculty member will be advised by the ~~A~~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 8.1
- b) The ~~A~~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 8.
- c) The ~~A~~appropriate Senior Administrator shall, at the end of the semester in which the notice was given pursuant to Article 8.1.1 a) above, consider whether or not the faculty member has sufficiently addressed the professional concern(s). If the ~~A~~appropriate Senior Administrator determines that there is no longer any professional concern(s) a Supervised Formative Evaluation pursuant to Article 8.1.2 will not be required.

### **8.1.2 Supervised Formative Evaluation**

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

Senior Administrator, the above may be supplemented by compendia of activities compiled by the faculty member and the ~~A~~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 ~~A~~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 ~~A~~appropriate Senior Administrator in the development of a performance improvement plan specifically designed for the faculty member, which shall be mutually acceptable to the ~~A~~appropriate Senior Administrator and the faculty member. The faculty member shall not unreasonably refuse such agreement

### 8.1.3 Summative Evaluation

8.1.3.1 A Summative Evaluation shall be commenced in the first semester in which they are teaching following the conclusion of the evaluation referred to in Article 8.1.2 above. This evaluation shall be concluded in the second semester following the semester in which the evaluation pursuant to Article 8.1.2 was concluded.

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

- 8.1.3.3
  - a) If the Summative Evaluation results in a satisfactory assessment the faculty member will continue with their ongoing appointment.
  - b) If the Summative Evaluation results in an unsatisfactory assessment the faculty member's appointment shall be terminated.

## 8.2 SUPERVISED EVALUATION OF NON-INSTRUCTIONAL FACULTY

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

All of Article 7.2.3 shall also apply except for 7.2.3 (b). Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant supervisor's assessments based on relevant job related

activities shall constitute the basis of the evaluation process.

8.3 SUPERVISED EVALUATION OF NON-REGULAR FACULTY MEMBERS

A non-regular faculty member may be evaluated at the ~~A~~appropriate Senior Administrator's discretion where a professional concern has arisen. Evaluation shall be carried out using methods appropriate to the particular appointment.

## **9. RENEWAL OF APPOINTMENT**

### **9.1 LIMITED TERM CONTRACTS (LTC)**

Where possible, subject to 9.2.2.1, limited term contracts will be offered in The following situations:

- a) For the temporary replacement of encumbered work. Work is considered to be encumbered when the work is part of the assignment of a regular faculty member who is on leave from their regular position or is on reassignment.
- b) For carrying out unencumbered work, where VIU and VIUFA agree that such an offer is warranted.

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

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

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

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

### **9.2 APPOINTMENT OF NON-REGULAR EMPLOYEES**

#### **9.2.1 Seniority of Non-Regular Faculty**

Subject to subsequent provisions in this article, a non-regular 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 Work in a department will be assigned according to 10.4 to the regular faculty complement. Additional temporary available work in the same department will be offered, on the basis of seniority, first to qualified regular faculty on lay-off who have recall rights under Articles 6.11.1 and 6.11.4 and then to qualified regular faculty who have less than full workloads. If there are two or more regular faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5. Additional available encumbered work may then be aggregated into 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 8.2. 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).
- 9.2.2.3 Subject to paragraph 9.2.2.1 and 9.2.2.2 above, additional available temporary work in the same department will be offered, on the basis of seniority, to qualified temporary faculty who have received satisfactory teaching evaluations pursuant to Article 8.3, provided that, notwithstanding articles 9.4.3 and 9.4.4, the additional work will not result in the temporary faculty becoming eligible for regularization pursuant to Article 9.4.1. If there are two or more temporary faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5. For the purposes of this article, externally hired instructors holding limited term contract will only accrue non-regular seniority after the completion of their first limited term contracts.
- 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~~ tiwšɛmawtx<sup>w</sup> 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~~ tiwšɛmawtx<sup>w</sup> within the preceding twenty-four months.

Additional available temporary work on Vancouver Island will be offered on a seniority basis to faculty having done work for the University on Vancouver Island within the preceding twelve months,

using the processes in paragraphs 9.2.1, 9.2.2.1, 9.2.2.2, 9.2.2.3 and 9.2.3.

9.2.5 Upon agreement of the Association and the University, courses timetabled less frequently than once every twelve (12) months will be offered on a seniority basis to faculty having done this work for the University within the preceding twenty-four (24) months.

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

### 9.3 LIMITATIONS ON USE OF NON-REGULAR POSITIONS

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, where ongoing workload is sufficient, the University shall recruit and appoint regular, rather than non-regular faculty members.

9.3.2 Where ongoing full-time work is created (e.g. through the addition of new programs) which can be filled by a single faculty member, a regular position will be created.

### 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.

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

#### 9.4.1 Regularization of Non-Regular Faculty

##### 9.4.1.1 Eligibility Requirements

##### 9.4.1.1.1 Temporary Faculty

A temporary faculty member shall be entitled to be converted to regular status where the temporary faculty member has worked not less than

two consecutive academic years immediately preceding regularization with an annual workload of fifty percent (50%) or greater with work in ~~each of the~~ at least two semesters (Fall, and Spring, or Intersession) ~~semesters~~ in each of those two consecutive academic years, provided:

- a) There is a reasonable expectation of ongoing employment for which the temporary faculty member is deemed qualified pursuant to (c) below at a workload of not less than fifty percent (50%) of an annual full-time workload with work in ~~each of the~~ at least two semesters (Fall, and Spring, or Intersession) ~~semesters~~ in the next academic year;
- b) The evaluations of the faculty member during the two consecutive academic years immediately preceding regularization have been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been performed.
- c) A duly constituted selection committee (Article 6.4.1.6), in the applicable seniority group(s), deems the faculty member qualified for the work available.

#### 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 totaling 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 of the faculty member during the two consecutive academic years immediately preceding regularization have been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been performed.

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.

#### 9.4.1.1.3 Temporary Non-instructional Faculty

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

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

#### 9.4.1.2 Initial Regular Appointment

The initial regular appointment workload shall be based on the workload available at a minimum of the lesser amount of workload in each of the two qualifying years.

Where the regular appointment is for an annual workload of 50% or greater averaged over the academic year but the actual workload assignment is less than 50% in one semester (e.g., 75% Fall Semester and 25% Spring Semester), payment of salary shall reflect the variation in workload (e.g., 75% of full-time paid for six months and 25% of full-time paid for six months) and the faculty member will be responsible for paying both the employer and employee portions of benefit premiums in order to maintain benefit coverage during the period(s) where the actual workload is less than 50% (Article 13). If the reason for the workload falling below 50% in any one semester is

due to the regular workload being assigned over more than two semesters during the appointment year (i.e., part of the workload is assigned during special session as per Article 10.2.1.2.2), salary payment and benefits will be averaged over the full appointment year. The initial regular appointment shall be for a probationary period of two years (Article 6.1.1).

9.4.1.3 Seniority

- a) Where a non-regular faculty member is offered regular status pursuant to Article 9.4.1, the time served under the eligible non-regular contracts and accrued as 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. 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, 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 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.

9.4.2 Regularization of Temporary Workload for Regular Part-Time Faculty

9.4.2.1 Eligibility Requirements

A regular part-time faculty member shall be entitled to have their regular workload appointment increased on an ongoing basis where the regular part-time faculty member has been assigned a temporary increase in workload of twenty percent (20%)\* or greater in addition to their regular part-time workload assignment for not less than two consecutive academic years, provided:

- a) There is a reasonable expectation of the continuation of the

temporary workload for which the faculty member is deemed qualified at a workload of not less than twenty percent (20%)\* of an annual full-time workload in the next academic year;

- b) The evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory; and
- c) A duly constituted selection committee (Article 6.4.1.5), in the applicable seniority group(s), deems the faculty member qualified for the work available.

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

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

For the purposes of determining eligibility for regularization, ~~The~~ academic year is deemed to commence August 1 and include workload during the subsequent fall, spring and ~~special session~~ (intersession/~~summer~~) semesters.

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

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

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

For the purpose of determining eligibility for regularization, ~~The~~ academic year is deemed to commence August 1 and include workload during the subsequent fall, spring and ~~special session~~ (intersession/~~summer~~) semesters.

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

- i) Directed Studies;
- ii) Non-release section(s) of Prior Learning Assessment;
- iii) Overload;
- iv) Contract activity not related to the normal delivery of credit

instruction during the fall, ~~and/or~~ spring, and/or intersession semesters;

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

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

- 9.4.3 It is acknowledged that courses shall not be scheduled for the primary purpose of avoiding provisions related to regularization.
- 9.4.4 If any non-regular faculty member believes that the regularization provisions of the collective agreement have been violated (with respect to their assignment, including an assignment in replacement of a faculty member who has chosen to phase in their early retirement), they 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.
- 9.4.5 In addition, the Vice-President Academic ~~and Research~~ will meet with the VIUFA Chief ~~Personnel~~ Steward by no later than March 31<sup>st</sup> of each year to review and analyze data related to regularization to assess the overall effects of the regularization provisions.
- 9.4.6 A faculty member will not be discriminated against in any future hiring as a result of a choice to exercise rights under Article 9.4.4.

## **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.

10.1.1.1 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.

10.1.2.3 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 WORKLOAD**

10.2.1 Workload for Regular and Limited Term Contract Instructional Faculty

10.2.1.1 High Quality Instruction



Vancouver Island University is committed to maintaining high quality instruction. It is recognized that faculty involvement in the determination of realistic instructional workloads is important for the maintenance of a high quality of instruction at the University, and that excessive workloads shall result in a deterioration of that quality.

Several factors must be considered in determining faculty instructional workloads, including but not limited to: number of separate course preparations; type of course; number of students; number of contact hours with students; number and type of assignments; pedagogy and delivery (on-line, face-to-face, team teaching, shared teaching, etc.); program requirements; scholarly activity; nature and extent of non-instructional assignment. Faculty and departments are in the best position to recommend optimal workloads, and so faculty and departments, in consultation with their Dean, shall work towards acceptable overall workloads, taking into consideration the factors outlined above for instructional assignments, as well as scholarly activity and service.

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, 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 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).

10.2.1.2.3 All faculty as part of their professional responsibilities shall:

- 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 their field through demonstrated participation in professional development and/or scholarly activity;
- d) participate in departmental and institutional activities.

#### 10.2.1.2.4 Supervision of Student Research Projects

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

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

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

#### 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 non-regular faculty, such an arrangement shall be paid at the corresponding proportion of the appropriate 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.

#### 10.2.2 Workload for Regular Non-Instructional Faculty

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

10.2.2.2 Where a non-instructional faculty member has family care commitments, makes a written request, and where operational requirements permit, the faculty member will not be scheduled to work before 9:00 am.

10.2.2.3 Chairs of non-instructional faculty shall be selected in accordance with the procedure in Article 10.11.2.1.

#### 10.3 OVERLOAD

10.3.1 Overloads shall only be carried on a voluntary basis.

- a) A regular or limited term contract faculty member who works an overload in a given year shall receive no less than either:
  - i) the pro-rated salary for the overload based on the Salary Scale or the secondary scale on which the employee is placed, or,
  - ii) after consultation with their Dean, a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

- 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.

#### 10.3.2 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 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 their 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~~ is 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 Schools

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.

#### 10.3.4 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 three hundred and seventy-nine dollars (\$379) 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 \$126.33

(\$379/3) per semester for each Directed Studies student enrolled in a one credit course; \$189.50 (\$379/2) for a 1.5 credit course; \$252.67 (\$379 x 2/3) for a two-credit course; \$505.33 (\$379 x 4/3) for a four-credit course, etc.

The Dean will identify Directed Studies on the workload report.

#### 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 Professor/Instructor. The faculty member shall receive two-hundred and fifty dollars (\$250) per semester for each three credit Senior Project student. If two 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. If budgetary developments necessitate a change to the activity level of a department in the upcoming year, the Dean will advise the department accordingly. The initial proposed allocation of each Professor's/Instructor's workload shall first be determined by the Chair of each department (or dean if no chair) in consultation with the members of that department. The proposed workload allocations shall be reviewed by the appropriate Dean in order to ensure a fair distribution within the department. Differences in contact hours, course preparations, student numbers, travel times, and other parameters which are seen to be relevant including those factors set out in Article 10.2.1.1, shall be considered. The workloads determined shall be consistent with the guidelines and limits in all relevant sections of the Collective Agreement.

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

Concerns regarding individual or departmental workload allocation or timetables, Article 10.4.1.1, should be communicated to the appropriate academic administrator. The Chief Steward or designate may be part of

those communications if desired by the faculty member.

10.4.1.1 Timetabling

Professors/Instructors shall be advised of their proposed timetable as soon as possible, and normally, no later than April 30 of the ~~end of the~~ preceding academic year.

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

- 10.4.1.1.1 No Professor/Instructor shall be required to teach more than three consecutive one hour classes, labs or seminars, or more than 2 consecutive classes, labs or seminars of duration more than one hour each. No Professor/Instructor shall be required to conduct more than four consecutive hours of class, lab or seminar.
- 10.4.1.1.2 Where a Professor/Instructor has family care commitments, and where the Professor/Instructor makes a written request, the University shall make every effort to ensure that Professor/Instructor has no classes scheduled before 9:00 am.
- 10.4.1.1.3 Upon written request to the Chair and/or Academic Administrator, Professors/Instructors shall be granted a minimum of one continuous hour of unscheduled time in the period between 11:30 and 14:30. Written requests will be submitted at the beginning of the timetabling process.
- 10.4.1.1.4 Professors/Instructors shall be entitled to a minimum of twelve continuous hours of unscheduled time between workdays.
- 10.4.1.1.5 Where a Professor/Instructor is required to teach at more than one campus, there shall be reasonable provision for travel time in the Professor's/Instructor's teaching schedule.
- 10.4.1.1.6 The University shall make every effort to ensure that no Professor/Instructor shall be required to conduct a class, a lab or a seminar that ends more than 9 hours after the start of their first class, lab or seminar of that day.
- 10.4.1.1.7 Where a full-time Professor/Instructor is assigned upper level courses and is taking an upper-level release in that academic year, and where the Professor/Instructor makes a written request, the Professor/Instructor shall have no classes, labs or seminars scheduled on at least one of Monday to Friday.

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

A Professor/Instructor may request exemption from teaching:

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

Such requests will not be unreasonably denied.

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

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

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

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

## 10.5 MULTI-CAMPUS TRAVEL

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

Professors/Instructors required to teach at least one day per week at ~~Powell River~~ tiwšemawtx<sup>w</sup>, whose home campus is not ~~Powell River~~ tiwšemawtx<sup>w</sup>, shall receive a stipend of \$1,500 for each semester in which they teach at ~~Powell River~~ tiwšemawtx<sup>w</sup>.

A Professor/Instructor whose home campus is Nanaimo, and is assigned

to teach two consecutive semesters and commutes not less than two days per week to the Cowichan Campus, shall receive a stipend of \$500 on the commencement of the second semester.

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

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

#### 10.7 INSTRUCTIONAL FACULTY INVOLVED IN CO-OPERATIVE EDUCATION

- 10.7.1 The University recognizes that the nature of instruction in Co-operative Education programs differs from the normal delivery of academic programs.
- 10.7.2 The University supports a high level of consultation and cooperation during development and implementation of Cooperative Education programs between the departments and the Centre for Experiential Learning.
- 10.7.3 While faculty members in Co-operative Education programs may be required to teach or supervise co-op positions three semesters a year, under no circumstances shall a Professor/Instructor be required to accept an instructional assignment (workload) which otherwise differs from the provisions stipulated elsewhere in this Collective Agreement.
- 10.7.4 Faculty members shall not be assigned co-op positions in more than six semesters in any three-year period commencing on September 1 of the first year of this period.
- 10.7.5 No faculty member shall be denied a two-month summer vacation period, if requested, after voluntarily working the previous summer.
- 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 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 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.

## 10.8 FACULTY IN THE CENTRE FOR EXPERIENTIAL LEARNING

- 10.8.1 Faculty in the Centre for Experiential Learning (CEL) specialize in work-integrated learning education. Faculty in CEL facilitate planned, practical, educationally purposeful experiences in professional and community-based settings, which align with students' academic and career goals.
- 10.8.2 CEL positions are currently classified as 'hybrid positions' in that the responsibilities and the workload of the position combine aspects of more than one category of position as outlined in Article 4.2.
- 10.8.3 Salaries for faculty in CEL will be determined based on Article 11.4.2.3.
- 10.8.4 The workload allocations in CEL shall be reviewed annually by the appropriate sSenior aAdministrator in consultation with the department to ensure a fair distribution.
- 10.8.5 All regular full time faculty in the Centre for Experiential Learning shall receive a vacation allotment consistent with 50/50 split between Articles 12.2.1 and 12.2.6, regardless of their actual workload. Variations in workload from academic year to year will not impact the 50/50 split.
- 10.8.5.1 Vacation allotment for Regular Part-time faculty and temporary faculty

in CEL will be prorated based on their initial workload for the current academic year.

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

#### 10.9 ACCESS SERVICES AND COUNSELLING

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

#### 10.10 FACULTY ADVISORS

Nothing in this Article 10.10 shall preclude the University from employing individuals as faculty advisors from outside the Association's bargaining unit. Such individuals shall not be covered by this Agreement; this Agreement shall cover only those faculty advisors who were covered by this Agreement immediately prior to the faculty members' assignments.

- 10.10.1 Faculty Advisors are those faculty members who are assigned to the Advising Centre as part of their normal duties.
- 10.10.2 A faculty member's assignment to the Advising Centre as a Faculty Advisor is normally for a one- or two-year term. They may be reassigned to that position for further one- or two-year terms.
- 10.10.3 A Faculty Advisor's assignment to the Advising Centre is in direct proportion to the reduction of their other assigned duties, and the conditions of this assignment shall be covered in the Articles pertaining to counsellors (non-instructional faculty members) in this Agreement.
- 10.10.4 Faculty Advisors may apply for professional development as described in Article 12.3.2.

- 10.10.5 Faculty Advisors' seniority shall continue to accumulate in their instructional units.

## 10.11 WORKLOAD RELEASE

### 10.11.1 Upper Level Release

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

- 10.11.1.1 a) A full-time regular faculty member who teaches third or fourth year courses may choose to group their scholarly activity release into a single semester providing the grouping results in a single semester of full release from teaching commitments. The faculty member may choose to take the release time in this way provided that:
- i) the Dean agrees that the faculty member may group their scholarly activity release into a single semester, and
  - ii) the workloads can be arranged to meet program needs.
- b) A full-time regular faculty member who chooses to group their scholarly activity release agrees that they will continue grouping their release time and will take the scholarly release semester, and further that they may not opt out of the release time grouping provision except when they neither owe, nor are owed release time. A faculty member may bank a maximum of one semester release.
- c) A full-time regular faculty member who is permitted to group their scholarly activity release may take the scholarly activity semester after they have received the agreement of the Dean to group their scholarly activity release provided that:
- i) the faculty member has provided the Dean with notice by February of the preceding academic year that the faculty member intends to take the grouped release, and
  - ii) the Dean agrees with the faculty member taking the specific semester proposed by the faculty member, and

- iii) the program needs of the department can be met, and
  - iv) the faculty member is not scheduled to take, or applying for a P.D. leave that would occur within five months of the semester that the faculty member is proposing to take the grouped scholarly activity release.
- d) Where a full-time regular faculty member takes a scholarly release semester before they have completed a teaching load that includes enough overload under the provisions of the limitations on faculty workload to earn the scholarly activity semester, and where the faculty member resigns or retires from their position, the faculty member shall repay the University the portion of their salary that they received for upper division release that they were not entitled to.
- e) Where the University cancels third and fourth year offerings in a department, the faculty member grouping their scholarly release will be entitled to take the accumulated scholarly release at any point within the following five years, subject to program needs and Dean's approval.
- f) Where a full-time regular faculty member has chosen to group their scholarly activity release time, and where the faculty member is laid off, the University shall pay the faculty member for all unused scholarly activity release at the pay rate that they were at when the scholarly release time would have been taken had the faculty member not been grouping their scholarly activity. If the faculty member has taken a scholarly activity semester and has not accumulated enough scholarly activity release time to earn the scholarly activity semester, the University will recover the portion of that faculty member's salary that the faculty member was not entitled to.
- 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 their 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.
- 10.11.1.3 If a faculty member whose assignment includes technician work is given

a full-time workload which includes the teaching of upper division courses, then that faculty member shall receive one (1) section of upper level release.

10.11.1.4 In addition, the following workload components do not qualify for determining eligibility for Upper Level release:

- Directed Studies;
- Senior Projects;
- Non-release section(s) of Prior Learning Assessment;
- Overload;
- Contract activity not related to the normal delivery of credit instruction during the fall, spring and/or intersession semesters;
- Courses taught voluntarily outside the normal fall and spring semesters unless the course is required for a program and designated to be taught in intersession in the official program outline as approved by Senate. Notwithstanding this, where part of the regular workload for a faculty member is assigned during intersession, it will be considered in determining eligibility for Upper Level release.

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 Release sections for Chairs 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 less than 20 FTE  
faculty: greater than or equal to 2 sections

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

Instructional Departments with 30+ FTE faculty: greater than or equal to 4 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 Programs. These areas are guaranteed the following minimum number of release sections:~~

<del>Education</del>	<del>5 sections</del>
<del>Sport, Health and Physical Education</del>	<del>2 sections</del>

~~It is understood that Education is a new and developing areas. The parties agree to review the changing needs for Chair release time with the intent of applying the formula to these areas in the future.~~

In a year in which a department undergoes Program Review, the Chair (or designate) will receive a section (.125 FTE) of release.

#### 10.11.2.3 List of Instructional Departments

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

#### 10.11.3 Senate

In the event the Vice-Chair of the Senate is a member of the Faculty Association, Vancouver Island University shall allocate to the Vice-Chair of the Senate at least one section of release time, or equivalent, for each of the Fall and Spring semesters.

#### 10.11.4 Deans may grant additional release time to faculty, for purposes designated by the Dean. This could include course or program development, special or administrative tasks or other activities.

## 11. SALARIES AND ALLOWANCES

### 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

Includes 1% Salary Stipend Bargained in 2014

	April 1, 2022 to March 31, 2023*		April 1, 2023 to March 31, 2024* <sup>1</sup>		April 1, 2024 to March 31, 2025* <sup>1</sup>	
Step	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
F1-11	<u>\$80,094</u>	<u>\$3,069.99</u>	<u>\$85,500</u>	<u>\$3,277.21</u>	<u>\$88,065</u>	<u>\$3,375.52</u>
F1-10	<u>\$74,190</u>	<u>\$2,843.69</u>	<u>\$79,198</u>	<u>\$3,035.65</u>	<u>\$81,574</u>	<u>\$3,126.72</u>
F1-9	<u>\$71,021</u>	<u>\$2,722.23</u>	<u>\$75,815</u>	<u>\$2,905.98</u>	<u>\$78,089</u>	<u>\$2,993.14</u>
F1-8	<u>\$67,860</u>	<u>\$2,601.07</u>	<u>\$72,441</u>	<u>\$2,776.66</u>	<u>\$74,614</u>	<u>\$2,859.95</u>
F1-7	<u>\$64,698</u>	<u>\$2,479.87</u>	<u>\$69,065</u>	<u>\$2,647.25</u>	<u>\$71,137</u>	<u>\$2,726.67</u>
F1-6	<u>\$62,283</u>	<u>\$2,387.30</u>	<u>\$66,487</u>	<u>\$2,548.44</u>	<u>\$68,482</u>	<u>\$2,624.91</u>
F1-5	<u>\$60,352</u>	<u>\$2,313.29</u>	<u>\$64,426</u>	<u>\$2,469.44</u>	<u>\$66,359</u>	<u>\$2,543.53</u>
F1-4	<u>\$58,436</u>	<u>\$2,239.85</u>	<u>\$62,380</u>	<u>\$2,391.02</u>	<u>\$64,251</u>	<u>\$2,462.73</u>
F1-3	<u>\$56,504</u>	<u>\$2,165.79</u>	<u>\$60,318</u>	<u>\$2,311.98</u>	<u>\$62,128</u>	<u>\$2,381.36</u>
F1-2	<u>\$52,892</u>	<u>\$2,027.34</u>	<u>\$56,462</u>	<u>\$2,164.18</u>	<u>\$58,156</u>	<u>\$2,229.11</u>
F1-1	<u>\$50,433</u>	<u>\$1,933.09</u>	<u>\$53,837</u>	<u>\$2,063.57</u>	<u>\$55,452</u>	<u>\$2,125.47</u>

\* All salary adjustments will occur on the first full pay period after this date.

<sup>1</sup> These amounts include the Cost of Living Adjustments per Letter of Understanding #28: Cost of Living Adjustment.

#### Provincial Salary Schedule F2 (All regular faculty and limited term contract instructors)

Includes 1% Salary Stipend Bargained in 2014

	April 1, 2022 to March 31, 2023*		April 1, 2023 to March 31, 2024* <sup>1</sup>		April 1, 2024 to March 31, 2025* <sup>1</sup>	
Step	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary	Annual Salary	Biweekly Salary
F2-1	<u>\$103,682</u>	<u>\$3,974.12</u>	<u>\$110,680</u>	<u>\$4,242.35</u>	<u>\$114,001</u>	<u>\$4,369.65</u>

F2-2	<u>\$97,157</u>	<u>\$3,724.02</u>	<u>\$103,715</u>	<u>\$3,975.38</u>	<u>\$106,827</u>	<u>\$4,094.67</u>
F2-3	<u>\$90,531</u>	<u>\$3,470.04</u>	<u>\$96,642</u>	<u>\$3,704.28</u>	<u>\$99,542</u>	<u>\$3,815.43</u>
F2-4	<u>\$86,850</u>	<u>\$3,328.95</u>	<u>\$92,712</u>	<u>\$3,553.64</u>	<u>\$95,493</u>	<u>\$3,660.24</u>
F2-5	<u>\$83,683</u>	<u>\$3,207.56</u>	<u>\$89,331</u>	<u>\$3,424.05</u>	<u>\$92,011</u>	<u>\$3,526.77</u>
F2-6	<u>\$80,522</u>	<u>\$3,086.40</u>	<u>\$85,957</u>	<u>\$3,294.72</u>	<u>\$88,536</u>	<u>\$3,393.58</u>
F2-7	<u>\$77,356</u>	<u>\$2,965.05</u>	<u>\$82,578</u>	<u>\$3,165.21</u>	<u>\$85,055</u>	<u>\$3,260.15</u>
F2-8	<u>\$74,194</u>	<u>\$2,843.85</u>	<u>\$79,201</u>	<u>\$3,035.77</u>	<u>\$81,578</u>	<u>\$3,126.88</u>
F2-9	<u>\$71,029</u>	<u>\$2,722.53</u>	<u>\$75,824</u>	<u>\$2,906.33</u>	<u>\$78,098</u>	<u>\$2,993.49</u>
F2-10	<u>\$67,864</u>	<u>\$2,601.22</u>	<u>\$72,444</u>	<u>\$2,776.77</u>	<u>\$74,618</u>	<u>\$2,860.10</u>
F2-11	<u>\$64,702</u>	<u>\$2,480.02</u>	<u>\$69,069</u>	<u>\$2,647.41</u>	<u>\$71,141</u>	<u>\$2,726.83</u>

\* All salary adjustments will occur on the first full pay period after this date.

<sup>1</sup> These amounts include the Cost of Living Adjustments per Letter of Understanding #28: Cost of Living Adjustment.

#### 11.1.2 Salary Schedule for Regular Part-Time Faculty

Regular part-time faculty shall be positioned on the salary scale in the same manner as a regular faculty member. Their salary shall be the biweekly rate times the percentage of a full-time workload consistent with their original appointment paid evenly on a biweekly basis.

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 their salary shall be the biweekly rate times the percentage of a full-time workload consistent with their original appointment paid evenly on a biweekly basis.

#### 11.1.4 Salary Schedule for Temporary Faculty Members

11.1.4.1 A temporary non-instructional faculty member shall be positioned on the salary scale in the same manner as a regular faculty member. Their contract salary shall be the biweekly rate times the percentage of a full-time workload for the position times the number of biweekly pays falling within the contract period. Temporary non-instructional appointments include a vacation entitlement as outlined in Article 12.2.7.

11.1.4.2 Effective April 1, 201922, a temporary instructional faculty member shall be paid the flat rate of ~~\$6,640.99~~\$7,454.40 per assigned course consisting of three lecture or equivalent hours per week over the normal fall or spring semester. ~~Effective the first day of the first full-pay period after April 1, 2020, by four percent (4.0%) to \$7,044.76.~~



The rate will be adjusted ~~by the 2% CWT again~~ to \$7,957.57 on April 1, 2020~~3~~, and to \$8,196.30\* April 1, 2021~~4~~. 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:

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.

\*Adjusted amount include the Cost of Living Adjustments per Letter of Understanding #28: Cost of Living Adjustment.

- 11.1.4.3 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%).

## 11.2 ALLOWANCES

### 11.2.1 Allowance for Administrative Duties

At the request of the Association, the Employer will provide a report of any and all allowances or stipends for administrative duties for the current academic year.

### 11.2.2 Travel Allowances

The University shall pay the expenses of a faculty member, as per ~~section 42.08 of the Vancouver Island University Policy Book~~, of a faculty member the appropriate University policy on reimbursement of travel and/or other expenses when on University business as approved by the ~~Dean of Instruction~~ appropriate Senior Administrator. In instances where no other means of transportation can be made available by the University, and a faculty member is required to drive their personal vehicle for Vancouver Island University business more than six days in one calendar month in their I.C.B.C. year, then the University shall pay the extra costs of necessary insurance. Prior approval of the ~~s~~Senior aAdministrator is required. A copy of insurance documentation reflecting additional 007 coverage premium costs must be attached to the claim for reimbursement.

A faculty member using their own vehicle for eligible and approved travel shall be entitled to reimbursement for the use of that vehicle in the amount equal to the per kilometer rate set out in ~~Vancouver Island~~ the appropriate University Policy and the Guidelines for Reimbursement of Travel and Other Expenses policy on reimbursement of travel and/or other expenses.

If a faculty member is directed to perform and performs work away from their home campus (in the case of a temporary faculty member away from the campus(es) of their posted assignment(s)), the faculty member will be entitled to claim all other eligible expenses actually incurred in accordance with ~~the Guidelines for Reimbursement of Travel and Other Expenses~~ University policy.

- 11.2.3 Where the duties of a faculty member require, as a condition of employment and as specified in the posting, that the faculty member belong to a professional association Vancouver Island University shall reimburse the faculty member for any fee paid to maintain membership in that professional association.

#### 11.4 INITIAL PLACEMENT ON SALARY SCALE

- 11.4.1 Procedure for Salary Placement of Faculty in Instructional and Academic Experience Positions
- 11.4.1.1 Initial salary placement shall take place upon appointment. Upon reappointment of a 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 limited term contract or temporary non-instructional appointment.
- 11.4.1.2 A candidate who may be appointed to a position shall be asked to complete a "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 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 Associate Vice-President, Human Resources or designate, and be given to the candidate with the letter of appointment. The candidate shall not be required to accept or reject an appointment until at least 24 hours have elapsed after they have received this form.

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

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

Qualifications	Placement
Diploma representing two full years of formal study or more, or equivalent	F2 Provincial Salary Scale, Step 11
Bachelor's Degree, or equivalent	F2 Provincial Salary Scale, Step 11
Master's Degree, or equivalent	F2 Provincial Salary Scale, Step 10
Double Master's Degree, or at least one full year of study beyond a Master's Degree	F2 Provincial Salary Scale, Step 9
Doctorate	F2 Provincial Salary Scale, Step 8

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) Professors limited term contract Instructors (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) Professors and limited term contract Instructors 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.

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

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 whose primary assignment is Counselling shall be limited to Counselling experience. Directly related experience for those employees whose primary assignment is Advising 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.
- d) Librarians within the Academic Experience Positions category:
- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
    - 1) as a professional librarian, following the M.L.S. degree or equivalent
    - 2) teaching in field of assignment
    - 3) senior administrative experience in the field of the assignment
    - 4) research at the post-Doctoral level
    - 5) teaching assistantships or other similar work 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 at post-Bachelor's level
  - ii) Other relevant employment in the following areas which are relevant to appointment:
    - 1) employment after a two-year diploma level as a library technician or senior supervisory library assistant
    - 2) senior administrative experience
    - 3) research at the post-Master's level
    - 4) other employment at post-Bachelor's level
- e) Instructional Support Positions:

- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
  - 1) teaching, research, and work in field of assignment at post-diploma or equivalent level.
- ii) Other relevant employment in the following areas which are relevant to appointment:
  - 1) teaching, research, and work.

11.4.1.7.1 Part-time teaching experience shall be pro-rated based on a two-semester teaching year. Other part-time work experience shall be pro-rated based on a 35-hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.

11.4.1.7.2 Teaching of non-credit courses shall be excluded.

11.4.1.7.3 The decimal fraction of a year's experience leading to initial salary placement shall not be carried forward as a credit towards an increment on the salary schedule.

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

11.4.2.1 The minimum initial placement for a Faculty Member in an Instructional Support, Technology Support and University Experience position 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 Faculty member who, as part of their workload, has responsibilities for instructing and evaluating students in a Instructional Support Position or other teaching situation shall be placed as both a Professor and a Instructional Support Position (Articles 11.4.1 and 11.4.2) and shall be paid for the proportion of time devoted to each of the two activities as determined by the Program Group Workload Committee. Other conditions of employment shall be determined by this same ratio. The duration of the teaching assignment shall be set at the time that the Faculty member accepts the assignment.
- 11.4.2.3 Notwithstanding the foregoing, all regular full time faculty in the Centre for Experiential Learning shall be paid on the F2 scale for at least 50% of their total workload.
- 11.4.3 Salary Placement Appeals
- 11.4.3.1 Appeals on initial salary placement may be made on questions regarding the interpretation and application of the salary placement criteria.
- 11.4.3.2 Appeals on salary placement shall be made to a Salary Placement Appeals Committee which shall consist of the following: the Vice-President Academic, the appropriate ~~Dean of Instruction~~ Senior Administrator, and four (4) faculty members elected annually in May by the Association. The Chief ~~Personnel~~ Steward of the Association, or designate, shall be the advocate for the faculty member involved.
- 11.4.3.3 The Vice-President Academic Provost and the four (4) faculty members on the Salary Placement Appeals Committee shall elect a Chair in May. The Chair shall be responsible for calling meetings of the Committee as necessary.
- 11.4.3.4 A new faculty member must initiate any appeal regarding their placement on the salary schedule within ninety (90) days of commencing duty at the University, or within sixty (60) days of receiving the placement form, whichever is the later. The Chair of the Salary Appeals Committee shall call a meeting of the Committee within sixty (60) days of receipt of an appeal.
- 11.4.3.5 The decision of the Salary Placement Appeals Committee is final.
- 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 they are reassigned to another position within the same salary scale, at any time after they have been appointed to more than a one-year term.

## 11.5 ADDITIONAL FORMAL QUALIFICATIONS

11.5.1 Faculty members who complete additional formal qualifications shall be awarded additional increments corresponding to the differences indicated in the criteria for initial placement (Articles 11.4.1.5 and 11.4.2.1). Where experience increments have been given for work toward the additional formal qualifications (not teaching) an additional educational increment shall not be given within the same year for the completion of the said qualifications.

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

## 11.6 SALARY PLACEMENT FOR TECHNOLOGY SUPPORT POSITIONS

11.6.1 The current F1 Scale, incorporating the 2018 Labour Market Adjustments where applicable, is the basis of a six level pay scale applicable to all Technology Support Positions as defined in Article 4.2.2.3 a).

11.6.2 Each Pay Band has four progressive steps. Each step is a percentage of the current job rate (see Appendix A.3)

a. Step 1 will normally be used for new hires who meet the posted qualifications of the position.

b. A full time Technology Support faculty member can normally expect an annual step increment on the basis of experience, as per Article 11.8.

c. Temporary employees hired into Technology Support positions with initial appointments of less than five months are paid at 75% of the job rate. Temporary employees who are extended beyond five months will receive Step 1. Such employees are not subject to postings and can be filled at the discretion of management, as

required. Upon request, VIUFA will receive a report on the number, duration, placements and reasons relating to these positions.

d. Temporary employees with appointments of more than five months are paid at Step 1.

11.6.3 Temporary employees with initial appointments of less than five months are intended for short-term use in covering vacancies or unanticipated leave backfill.

11.6.4 Regular part-time Technology Support faculty will advance through the steps proportional to their appointment.

11.6.5 Step increments will be effective on the first day of the pay period following the date in which the Technology Support faculty member accrued 1.000 FTE in the position they currently hold.

11.6.6 Credentials earned after the hire date will not be considered a reason for a step increment.

11.6.7 When a Technology Support faculty member is promoted to another Technology Support position, either permanently or temporarily, the faculty member will be placed at the next step on the new position's pay scale that is closest to their own without a reduction in pay.

11.6.8 When an existing faculty member is assigned to or posts into a lateral position within their current group, the faculty member's step or increment date will not change.

11.6.9 All general wage increases will apply to only the job rate (Step 4 of the Pay Band). Steps 1 to 3 and the temporary rate will be recalculated from the increased job rate. Bargained salary increases will not change the faculty member's increment date.

11.6.10 Any layoffs that result in the reduction of Technology Support positions will occur at the department level, as per the Collective Agreement.

## **11.8 INCREMENTAL ADVANCEMENT ON SALARY SCALE**

**11.8.1** Since experience usually results in improved teaching ability and/or increased knowledge in an area of expertise, a faculty member can normally expect an annual increment on the basis of this experience. Each part-time faculty member shall accumulate experience credits in the same proportion as their salary compared to the salary they would receive as a full-time faculty member. If the increment is not granted,

the ~~Dean of Instruction~~ appropriate Senior Administrator must state the reasons in writing to the faculty member by February 15 of the year preceding the contract year when the increment is to be withheld. The Committee of Personnel Stewards of the Association may make representation to the Vice-President Academic should the faculty member so request. Increments will be effective on the first day of the pay period following that date in which the faculty member accrued 1.000 credits towards an incremental salary increase. Normally, only one work experience increment or additional educational increment shall be awarded in a twelve-month period subject to Articles 11.5.1 and 11.5.2.

- 11.8.2 Full-time faculty members who have appointments in more than one category of the salary scale (that is, those who have split appointments) shall have the salary in each category fully incremented annually.

#### 11.9 PROVINCIAL SALARY SCALE

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

##### 11.9.2 ***Maintenance of Placement***

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

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

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

**12. ~~LEAVES, PAID AND UNPAID, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY~~**

**12.2 VACATIONS**

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

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

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

- 12.2.3 ~~An instructional~~ instructional faculty members 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 their specified teaching period, including each full regular semester (including examination period) and each designated teaching period for ~~special session~~ Intercession or summer session in which the 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 their vacation time, then the Professor or limited term contract instructor 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, they have 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 ~~A~~appropriate Senior Administrator in which the Faculty Advisor's assignment is being reinstated.

**12.2.6 Instructional Support, Technology Support and University Experience Positions:**

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

**12.2.7 Vacation for Temporary Non-Instructional Appointees:**

a) Temporary appointments for Academic Experience positions shall include a vacation entitlement of twenty (20) accrued days\* or 8% vacation pay in the first year of employment, thirty (30) accrued days\* or 12% vacation pay in the second year of employment, and forty (40) accrued days\* or 16% vacation pay in the third year of employment.

b) Temporary appointments for Instructional Support, Technology Support and University Experience positions shall include a vacation entitlement of twenty (20) accrued vacation days\* or 8% vacation pay.

~~\*vacation amounts based on full-time work hours.~~

c) Vacation pay shall be paid out on a biweekly basis for appointments of less than five months.

d) After the fifth month of continuous temporary employment, upon the request of a temporary employee, vacation entitlement can be accrued and shall be used during the term of the temporary appointment. Any unused vacation entitlement will be paid out at the end of the temporary appointment.

~~e) Non-instructional temporary faculty, in at least their third year of employment, shall be entitled to professional development time as outlined in Article 12.3.1.1 on a pro-rated basis.~~

\*vacation amounts based on full-time work hours.

### 12.3 PROFESSIONAL DEVELOPMENT FUNDS AND LEAVE

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

- a) provide each regular faculty member, upon application, a minimum of ~~\$1200~~\$10 for professional development activities approved by the appropriate Academic Administrator.

Only those activities undertaken primarily for the benefit of the 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);
- v) Computer purchases (once every three years);
- vi) Other activities deemed of significant benefit to Vancouver Island University.

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

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

guidelines.

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 Campus Administrator. Payment to the faculty member of 75% of the unexpended balance at the end of the fiscal year (March 31) will be added to their 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 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. For new assisted leaves beginning after April 1, 2021,~~ provide funds to support the equivalent of eight and one-half full-time professional development leaves of absence (assisted leaves) at a minimum of 80% of regular salary.
- 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 \$12010 per year provided:
  1. The activities (as per Article 12.3.1.a) have been approved by the appropriate academic administrator and



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

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

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

- 12.3.2.2 Temporary non-instructional faculty, in at least their third year of employment, shall be entitled to professional development time as outlined in Article 12.3.2.1 on a pro-rated basis.

- 12.3.2.23 When additional professional development time is needed non-instructional faculty may, upon written application to the appropriate Administrator, receive special permission to be absent from the University.

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

12.3.3 Waiver of Tuition Fees for University Employees

a) Credit Courses

Employees who have a regular appointment may register in University courses, at no cost, provided that no fee-paying student is displaced. Such registration will be subject to admission requirements and enrolment procedures which will be set from time to time by the Registrar.

b) Professional Development and Training Courses

Eligible\* employees will be allowed to enroll in one non-credit or part-time Professional Development and Training course per term,

at no cost, subject to procedures developed by VIU.

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

#### 12.4 ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY)

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

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

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

ii) A half-year leave is designed to free a regular faculty member from 0.50 of a full time workload at the University. The salary received by a faculty member on partial release leave shall be calculated on a percentage basis: e.g. A regular full time faculty member receiving a .25-FTE Assisted PD Leave and working the rest of their full workload would receive 75% of their regular salary plus 25% of 70% (80% effective April 1, 2021) of their regular salary.

A regular .75 time faculty member receiving a .25-FTE PD Leave from their 75% workload would receive 50% of the salary they would be entitled to as a full time faculty member plus 25% of 70% (80% effective April 1, 2021) of the salary they would be entitled to as a full time faculty member.

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

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

As provided in 12.3.1 the Employer will provide funds to support the equivalent of eight and one-half full-time assisted leaves at a minimum of 80% of regular salary, ~~effective April 1, 2021~~.

- 12.4.1.2 Section Release is a time award and intended to support Professional Development and Scholarly Activity projects that do not require full-year or half-year leaves. A section release allows a faculty member one or two sections of release in an academic year. If taking two sections, those sections may be taken at the same time or in different semesters. The University will provide a minimum of two (2) sections of release time. Further sections of release may be provided as resources allow. Section release is not subject to the ~~30% (20% effective April 1, 2021)~~ reduction in pay and does not impact eligibility for other releases. Time awards are fully funded. Section release cannot be taken as overload or banked for future use.
- 12.4.2 Since P.D. leaves are recognized in Articles 12.4 and 12.4.9 as contributing to the instructional quality and educational services offered by Vancouver Island University, a faculty member on P.D. leave is considered to be continuing to perform their duties of employment.
- Except for the professional development allowance under Article 12.3.1, a faculty member on P.D. leave is expected to pay, from their salary, all travel, meal and accommodation costs incurred while fulfilling their duties of employment under the terms of their leave proposal and while away from the employer's normal place of business and the faculty member's principal residence. In addition, supplies consumed directly in the performance of the P.D. leave responsibilities must be paid for by the faculty member on leave.
- 12.4.3 The University shall, during the period of a P.D. leave, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.
- 12.4.4 It is recognized that faculty members should not realize direct financial gain from the assisted leave program. Consequently, the University is entitled to recover from a recipient of an assisted leave the amount by which their earnings from employment or contracts while on assisted leave exceed their normal annual income and benefits.
- 12.4.5 The faculty member shall be required to return to the service of the University upon completion of their P.D. leave for a period equal to the length of the leave. In the event of failing to do so, the faculty member shall refund the amount of any money paid to them or on their behalf by

the University during the P.D. leave.

- 12.4.6 Upon completion of P.D. leave, the faculty member is assured of resuming duties at a salary level equal to that which they would have received, had they remained in their usual position at the University.
- 12.4.7 If a faculty member on assisted professional development leave, by mutual agreement with a Dean, Director, or Campus Administrator, returns to work prior to the commencement of the leave or during the period of the leave, a new assisted professional development leave equivalent to the length of time remaining in the leave shall be created. The new leave, or any portion thereof, shall be carried over in to the following fiscal year if unused in the year in which it is created.
- 12.4.8 In the first semester after returning from a Professional Development Leave, the faculty member shall submit a report, to the President, summarizing the professional development that has been accomplished on the leave. Failure to fill this requirement shall render the faculty member ineligible for future assisted leaves.
- 12.4.9.1 In order to be eligible for a half-year or full-year P.D. leave, a faculty member must:
- (a) have a regular appointment and at least three FTE years of VIUFA seniority preceding the commencement date of the leave-
- ~~12.4.9.1.2~~ (b) propose in their application a program which shall be of professional benefit to them and which shall increase their potential contribution to the University. Such programs may include:
- i) Further academic studies relevant to the professional growth of the faculty member in their particular area of scholarship and/or to the Vancouver Island University curriculum.
  - ii) Engagement with community, business, industry or government entities with direct relevance to the role of the faculty member within the University.
  - iii) Studies of educational systems and methods in other institutions.
  - iv) Engagement in scholarship, research or creative activity that benefit the faculty member professionally.
- 12.4.9.1.32 Any change in the originally approved plan requires a new submission

to the Leave Committee outlining the rationale for the change. The new plan is subject to re-evaluation under Article 12.4.9.

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

- a) have a regular appointment and at least three (3) years of VIUFA seniority.
- b) propose a research project that is appropriate in scope and duration for a section release, and meets the eligibility requirements outlined in Article 12.4.9.1.2(b)
- c) not hold a half-year assisted leave in the same academic year in which the section release was taken.

12.4.10 University Leave Committee

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

12.4.10.1 Constitution

The committee shall consist of eight members, including

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

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

- i) determine which applicants have satisfied the eligibility conditions of Article 12.4.9.
- ii) rank all eligible applicants on the basis of the perceived merit of their proposals. Where two proposals are deemed to be of equal merit, the ranking shall be by seniority according to the procedures outlined in Article 12.4.10.3.
- iii) forward its list of recommendations to the University President with a brief description of the Professional Development pursuit.

- iv) return all applications and confidential papers to the applicants not later than October 31.

#### 12.4.10.3 Procedures for Half-Year and Full-Year Assisted Leave

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

##### 12.4.10.3.1 **Group I**

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

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

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

Where:

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

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

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

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

##### **Group II**

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

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

12.4.10.3.3 Procedures for Section Release

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

12.4.10.4 The University President, or designate, shall notify in writing, all applicants approved for P.D. leave. The President of VIUFA will also be notified.

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

12.4.10.5.1 When the residual assisted leave funding is used for sectional releases, the total combined funds disbursed in an academic year for full year, half year, and section releases will be equivalent to eight and one half leaves at ~~70% (80% effective April 1, 2021)~~. A Dean or supervisor will not unreasonably deny faculty release from their regular work assignment when they have been awarded sectional releases.

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

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

12.4.10.7 The faculty member shall submit a report to the President, summarizing the professional development that has been accomplished on a

Professional Development Leave, in the first semester after returning from the leave. This report will be in a form approved by the Committee. Extensions may be granted with support from the faculty member's Dean or Director. Faculty members with outstanding reports are ineligible to apply for future assisted leaves.

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

## 12.6 PURCHASE OF RELEASE TIME

A faculty member may purchase release time from their duties at Vancouver Island University under the following conditions:

- a) the faculty member has a research grant that permits the purchase of release time; or
- b) the faculty member has taken on an external part time paid position related to their work at Vancouver Island University and that work has been approved as PD by the PD Committee.

Where the faculty member purchases release time from their duties at Vancouver Island University, the faculty member shall pay only the replacement cost.

## 12.7 LEAVE FOR DOMESTIC AND SEXUAL VIOLENCE

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

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

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

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



## 12.8 FAMILY ILLNESS

12.8.1 *All references to spouse within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee.*

12.8.10 Absence due to illness in the immediate family or, with the approval of the appropriate Senior Administrator, absence due to other circumstances that affect the satisfactory performance of the faculty member, may be granted to a maximum of six days per year.

### 12.8.11 *Compassionate Care Leave*

#### *(a) Entitlement*

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

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

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

*under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.*

## 12.9 BEREAVEMENT LEAVE

*An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the Employer. The Employer may grant additional leave with pay.*

## 12.10 MATERNITY, PARENTAL AND ADOPTION LEAVE

### 12.10.1 Maternity Leave

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

- 12.10.1.1 If the leave of absence shall affect part or all of any semester, the faculty member shall give as much notice as possible to the appropriate Senior Administrator, to allow satisfactory arrangements to be made for any classes involved.
- 12.10.1.2 The leave of absence shall not exceed seventeen (17) consecutive weeks.
- 12.10.1.3 The University shall maintain its share of benefits during the leave of absence, up to a period of seventeen (17) weeks.
- 12.10.1.4 On completion of leave, the faculty member shall resume their faculty position without disadvantage in seniority, salary, or benefits.

### 12.10.2 **PARENTAL LEAVE**

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

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

semester.

**12.10.2.2 Entitlement**

*Upon written request, an employee shall be entitled to parental leave.*

**12.10.2.3 Commencement of Leave**

*Leave taken under this provision shall commence:*

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

*12.10.2.3.2 In the case of a parent (other than the employee who gave birth) or adoptive parent, up to sixty-two (62) consecutive weeks of unpaid leave may be taken which must commence within seventy-eight (78) weeks of the birth of the child or the date the child is placed with the parent.*

**12.10.2.4 Benefits Continuation**

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

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

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

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

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

**12.10.2.4.6 Graduated Return to Work**

*Upon written request, an employee on parental leave under Article 20*

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

**12.10.2.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave**

**12.10.2.5.1** *When on maternity or parental leave, an employee in receipt of Employment Insurance will receive a supplemental payment added to Employment Insurance benefits as follows:*

- (a) For a maximum of fifteen (15) weeks of maternity leave the employee shall receive an amount equal to the difference between the Maternity Employment Insurance Benefit and ninety-five (95%) of her salary calculated on her average base salary.*
- (b) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard Parental Employment Insurance Benefit and eighty-five percent (85%) of the employee's salary calculated on their average base salary.*
- (c) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 12.10.2.5.1 (b) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.*
- (d) For the two weeks of the leave where no EI benefit is paid, the following SEB will be paid:*
  - (i) For employees who are eligible to receive SEB as per clause 12.10.2.5.1 (a) and (b), or (a) and (c), they shall receive one hundred percent (100%) of their salary calculated on their average base salary.*
  - (ii) For employees who are eligible to receive SEB as per clause 12.10.2.5.1 (b) or (c), they shall receive eighty-five percent (85%) of their salary calculated on their average base salary. Should there be no waiting period, then the employee will receive eight-five percent (85%) of their salary calculated on their average base salary for the last week when no EI is paid.*

(e) *The average base salary for the purpose of Article 12.10.2.5.1 (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.*

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

## 12.11 CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES

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

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

## 12.14 EXCHANGE LEAVE

Exchange leave involves a program whereby a faculty member exchanges, for an extended period of time, their position and responsibilities with a qualified person from another institution.

12.14.1 A faculty member on Exchange Leave shall gain professionally from the insights into the workings of another institution, and also from the obvious benefits which may result from a change in environment, geography, and personal experience.

12.14.2 The Exchange Leave shall normally be for one full semester or for one academic year.

12.14.3 The salary of the faculty member on exchange leave shall be paid by Vancouver Island University, and the replacement's salary by the exchange institution. This may be modified, however, in cases where Exchange Leave presents problems of inequities in salary, and the appropriate sSenior aAdministrator and Board shall then attempt to arrive at a financial arrangement that is feasible and agreeable to all parties.

- 12.14.4 The University shall, during the period of Exchange Leave, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.
- 12.14.5 The President shall recommend suitable candidates for exchange leave to the University Board.

12.15 GENERAL LEAVE, UNPAID

Non-instructional faculty members may receive, on written application to the appropriate Senior Administrator, permission to be absent from the University, without pay.

- 12.15.1 A faculty member may apply for a partial or full ~~release unpaid~~ leave of ~~A~~absence from the University for a maximum period of three (3) consecutive years. Requests should be forwarded to the Chair and then to the ~~Dean~~ appropriate Senior Administrator for comments and recommendation. The request will then be reviewed by the Associate Vice-President, Human Resources prior to final approval from the Vice-President Academic. The decision to grant the leave shall be based on the Standard of Reasonableness. Requests should be submitted to the appropriate ~~Dean~~ Senior Administrator, with three (3) month~~s~~' notice required.

- 12.15.2~~1.2~~ Faculty members on a full release leave of absence ~~may~~ must maintain their ~~benefit plans~~ VIU Group Life Insurance, AD&D, and Disability Insurance and may maintain their extended health and dental benefits by monthly payments of the full faculty and employer shares. Faculty members on a partial release leave of absence shall continue to contribute to the benefit plans as provided in Article 13.

12.15.3 PARTIAL WORKLOAD AVERAGING LEAVE

- 12.15.3.1 A workload averaging leave is a partial unassisted averaging of salary across two semesters in the same academic year 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.

- 12.15.3.2 Workload averaging Leaves can be used to defer, but not prepay salaries.

- 12.15.3.3 Averaging must be across two semesters within an academic year but not across academic years. There must be a minimum of one section of instruction or seven hours per week of non-instructional workload in any term.

12.15.3.4 This provision can be utilized in consecutive academic years to a maximum time period not to exceed the equivalent of three years, as per Article 12.15.

12.15.34 Faculty members on a Leave of Absence shall bank their accrued seniority credits earned up until the commencement of the leave. No seniority credits shall be granted for the leave period (except under Article 12.15.45). Faculty members shall lose all seniority credits should they continue their Leave of Absence beyond three years except the case of leaves for serving in public office, as described in Article 12.16, in which case leave can be extended to a maximum of five years plus the intervening months between the next August 1 or January 1, whichever comes first.

12.15.45 Upon receiving an approved Leave of Absence (Article 12.15) and before taking said Leave of Absence, faculty shall submit a written description of their plans to the University Leave Committee. The University Leave Committee shall then determine whether said leave shall be granted "Preliminary Approval as Professional Development Leave of Absence" under the guidelines of Article 12.4.9.1-2 (b).

Upon the faculty member's return from a Leave of Absence which was given "Preliminary Approval as Professional Development Leave of Absence", they shall supply supporting documentation and evidence that the plans were successfully completed to the University Leave Committee. The Committee shall review the original application, the supporting documentation and evidence to determine if the leave conformed to the original plans.

Should the Committee determine by simple majority vote, after reviewing the application to confirm and grant the leave P.D. status, the faculty member shall be given their full seniority credits for the period of their Leave of Absence.

12.15.45.1 The Leave Committee shall also recommend to the President persons who are given P.D. status shall be eligible for normal increments for the period of the leave.

12.15.56 A one-half year leave of absence shall normally be for a period January 1 to June 30 or the period July 1 to December 31. A full year leave shall be for the twelve-month period following commencement of the leave.

12.15.67 Faculty on unassisted leave must give at least five months notice to the appropriate Dean, Director, or Campus Administrator, that they intend

to return to the University at the predetermined date. ~~This provision applies to leaves that commence on or after August 1, 2001.~~ The Human Resources Office will note this requirement and quote the relevant contract section on the appointment form initiating the commencement of the leave. As a further step, if notice has not been received four months prior to the expiry of the leave, the Human Resources Office will send notification by certified mail to the last known address provided by the employee outlining the requirement to confirm the return-to-work date. Failure to so notify the University by the required date will result in the leave automatically being extended for the subsequent semester. The University shall, having extended the faculty member's leave for one semester, inform the faculty member by certified mail, at least four months prior to the end of the extended leave, to their last known address, that their leave has been extended and of the consequences of not providing a written commitment to return at the end of the extended leave.

Should no official written commitment to return to work be forthcoming from the faculty member three months before the end of the extended leave, the faculty member will be deemed to have abandoned their position with the University.

#### 12.16 PUBLIC DUTIES

12.16.1 *An employer will grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.*

12.16.2 *An employer will grant a leave of absence without pay to an employee:*

*(a) to seek election in a municipal, provincial or federal election to a maximum of ninety (90) days.*

*(b) where elected to public office, for up to two (2) consecutive terms.*

#### 12.17 JURY DUTY AND COURT APPEARANCES

*Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An*



*employee in receipt of pay or benefits under this article has the responsibility to reimburse the Employer all monies paid to them by the Court, except traveling and meal allowances not reimbursed by the Employer.*

**12.18 DEFERRED SALARY LEAVE**

*Each Employer ratifying this Agreement will continue or establish a deferred salary leave plan consistent with Regulations issued by Canada Customs Revenue Agency under the Income Tax Act.*

**12.19 SENIORITY ACCRUAL**

*All paid leaves shall be treated as continuous employment for the purposes of seniority accrual.*

**12.20 RETENTION OF STATUS**

*An employee on approved paid or unpaid leave will retain their employment status for the duration of the leave.*

### **13. HEALTH, INSURANCE AND PENSION BENEFITS**

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

#### **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) and c) 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 (b), 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 13.1(b) 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) for that time period only.

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

##### **b) Non-Regular Instructional Faculty**

Temporary instructional 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%).

##### **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 Articles 13.3 a) and c). 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 (b).

## ~~13.2~~ SPECIFIC BENEFITS

### 13.3 BENEFIT PROVISIONS

#### a) 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 benefits 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 \$12000 every three (3) 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 ~~\$12500.00~~ 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 ~~\$6500~~ per person every 24 consecutive months.
- x. Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

b) 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>.

c) 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.
  - ~~67~~0% of major restorative services such as crowns, bridges, and dentures.
  - 50% of orthodontia for dependent children to a maximum \$~~24000~~ per child.

d) 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 their 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, they 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) contact hours or equivalent per course per month, ~~for the duration of the Collective Agreement~~ pro-rated for courses with more or fewer contact hours per week. Notwithstanding the above, any employee after ninety (90) days of employment who is not eligible for participation in this plan, will be entitled to no fewer than five days of paid sick leave per calendar year.

## 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) 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) 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.

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.

## **14. PROTECTION OF EMPLOYEES**

### **14.1 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, gender identify or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or membership or activity in the Faculty Association.

### **14.2 HARASSMENT**

#### **14.2.1 Statement of Commitment**

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

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

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

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

#### **14.2.2 Definitions**



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

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

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

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

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

14.2.5 Procedures

14.2.5.1 VIU Informal Processes

Where the parties are mutually agreeable, they may first attempt to use VIU policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 14.2.5.3 Mediation and 14.2.5.4 Investigation.

14.2.5.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to their terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 14.2 investigation involving an allegation of harassment.

14.2.5.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, the parties may initiate a mediation procedure at the bargaining unit level.

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

- (a) the parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) there will be no record of the mediation except the written agreed resolution.

#### 14.2.5.4 Investigation

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

If the complaint is not resolved at the mediation stage, then it will be referred to an agreed upon investigator.

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

The referral will, where possible, include a copy of the complaint and any written response. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from recommending mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 14.2.5.5(a) below.

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

#### 14.2.5.5 Terms of Reference of the Investigator

- a) The primary purpose of the investigator will be to make findings of facts.
- b) All persons quoted in the investigation will be named by initials.
- c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.
- d) The investigator will conclude their work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the parties. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- e) The investigator should, as part of their report, make findings in relation to possible breaches of VIU policies.
- f) The investigator's report will not be placed on an employee's file.

#### 14.2.6 Findings

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

#### 14.2.7 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code, section 25 of the Human Rights Code will apply.

14.2.8 The above noted procedure does not restrict:

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

14.2.9 False Complaints, Breaches of Confidentiality and Retaliatory Action

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

14.2.10 Joint Discussion

The parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 14.2.11 below.

14.2.11 Relation to Other Agreements

Where a complaint under Article 14.2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

14.5 TECHNOLOGICAL 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 non-regular employees. Copies of this legislation are available from the Chief ~~Personnel~~ Steward or Human Resources.

14.6 DISTRIBUTED LEARNING

14.6.1 Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

- 14.6.2 In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographical limitations.

- 14.6.3 Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revisions of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revisions of distributed learning programs or courses, local letters of understanding shall apply.
- 14.6.4 The Employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.
- 14.6.5 The Employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.
- 14.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- 14.6.7 Employees shall not be required to deliver distributed learning programs/courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- 14.6.8 Where an employee has been assigned an online course and agrees to the employer's request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved costs of delivering those courses from home.
- 14.6.9 No regular employee will be laid off as a direct result of the introduction of distributed learning.

#### 14.8 COPYRIGHT

14.8.1 *Copyright Ownership*

*The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:*

14.8.1.1 *Belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 14.8.7.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout their lifetime and upon their death by their heirs or assigns; and,*

14.8.1.2 *belongs to the institution where one or more employees:*

*(a) have been hired or agrees to create and produce copyrightable work product for the institution, or*

*(b) are given release time from usual duties to create and produce copyrightable work product, or*

*(c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.*

14.8.2 *Employer Rights to Materials Copyrighted by Employee(s)*

*Where the employee holds the copyright pursuant to Article 14.8.7.1, the institution shall have a right to use their copyrighted material for the duration of the employee's employment with the institution, for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.*

14.8.3 *Employee Rights to Materials Copyrighted by the Employer*

*Where the institution holds the copyright pursuant to Article 14.8.7.2 above, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.*

14.8.4 *Joint Review*

*JADRC, may, at the request of either party, review issues arising from the application of Article 14.8.*

#### 14.10 LEGAL INDEMNIFICATION

##### 14.10.1 Vancouver Island University shall maintain:

- a) The University's Self-Insured Comprehensive General Liability Coverage under the University, College, and Institute Protection Program, including the extension of general liability coverage thereunder to faculty to the extent liability arises from activities in connection with the University; or
- b) similar general liability insurance, no less effective than the above program as of December 1, 1995.

##### 14.10.2 To the extent that such coverage is available, the University shall:

- a) exempt and save harmless each current and former faculty member from any liability action arising from the proper performance of duties for the University, and
- b) assume all costs, legal fees and other expenses arising from any such action.

##### 14.10.3 Providing the Employer requests the use of tools, reference texts and instruments, and the declared value is recorded in writing with the ~~Dean of Instruction~~ appropriate Senior Administrator at the time the items are brought on campus, coverage is provided for:

All risks of direct physical loss or damage consistent with policy provisions.

#### 14.14 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member. Faculty members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom to produce and perform creative works, freedom of teaching and of discussion, freedom to criticize the University and freedom from institutional censorship. Academic

freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a fair manner consistent with the scholarly obligation to base research, criticism, and teaching on an honest search for knowledge.

#### 14.22 TEACHING ASSIGNMENTS TO UNIVERSITY ADMINISTRATORS

University 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 Professors/Instructors who teach similar courses in the division.



## **15. GENERAL**

### **15.1 FACULTY ROLE IN CURRICULUM AND PROGRAM DEVELOPMENT**

- 15.1.1 It is recognized that faculty involvement in curriculum and program development is vital for the maintenance of the quality of instruction at Vancouver Island University. Further, as faculty are expected to maintain currency within areas of expertise and are provided opportunity to do so, it is essential that faculty are recognized as key players in both curriculum and program change and development.
- 15.1.2 The process of curriculum and program changes and development will involve faculty, chairs and Deans within each program group. Each program group will establish methodology incorporating the above that will satisfy the respective needs of the program or discipline group.
- 15.1.3 The process does not negate the possibility of either program or curriculum changes emanating from other sources but where this does occur the aforementioned group is to have a meaningful part in the curriculum and program development process.

### **15.2 EARLY RETIREMENT INCENTIVE (ENDED JULY 31, 2018)**

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

### **15.3 CONTINUATION OF VANCOUVER ISLAND UNIVERSITY FACULTY PRIVILEGES**

- 15.3.1 Non-regular faculty shall continue to have access to the following Vancouver Island University services and facilities for the twelve (12) months following the end of their last employment with Vancouver Island University:
  - a) e-mail;
  - b) library, with the exception of interlibrary loans;
  - c) computers and networks that are accessible to students.

## **16. HUMAN RESOURCES DATABASE AND JADRC**

### **16.1 HUMAN RESOURCES DATABASE**

*The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.*

*The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.*

*The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.*

*The Parties recommend that the Ministry of Advanced Education, Training and Technology continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.*

#### **16.1.1 Relevant Matters include:**

##### **(a) Health and Welfare**

- (i) Types of coverage*
- (ii) Participation rates*
- (iii) Premiums*
- (iv) Cost sharing*
- (v) Commission costs*
- (vi) Available studies commissioned by Government agencies (e.g. comparative benefit analysis)*
- (vii) Carrier contracts*

##### **(b) Collective Bargaining**

- (i) Salary information by classification*
- (ii) Demographics: age, sex, salary, placement, status*
- (iii) Analysis of local collective agreements within the system*
- (iv) Pension plan participation rates*

##### **(c) Contract Administration**

- (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system*
- (ii) Local Letters of Understanding*

## 16.2 JOINT ADMINISTRATION AND DISPUTE RESOLUTION COMMITTEE (JADRC)

### 16.2.1 Formation and Composition

*The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.*

### 16.2.2 Operation

*Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.*

### 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 arbitrator(s) as applicable for Common Agreement Dispute Resolution*
- (e) Develop strategies to reduce arbitration and related costs.*

### 16.2.4 Common Articles Dispute Resolution

*Where a dispute arises concerning the interpretation, application, operation or alleged violation of any articles common to the Sector, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix E to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.*

*JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar.*

*Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.*

*Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or allege violation of this Agreement. The resolution is without prejudice or precedent.*

#### **16.2.5 Process and Costs**

*A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.*

*Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.*

*An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.*

*Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.*

## **17. INTERNATIONAL EDUCATION**

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities.

The Parties agree that this Article shall govern the terms and conditions for faculty who travel outside Canada and the U.S. to perform assigned work pursuant to the collective agreement.

### **17.1 GENERAL**

- a) Faculty participation in international education is voluntary.
- b) Subject to Article 17.1 (d) below, the terms and conditions of the Collective Agreement will apply.
- c) The University will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the faculty member participating in an international education project.
- d) Should an international education project require the interpretation of the workload provisions of the Collective Agreement, the University will apply to the faculty such workload expectations as are reasonably equivalent to those workload expectations that would normally apply.

### **17.2 EXPENSES**

- a) The University will reimburse, pursuant to Policy 42.08, receipted expenses incurred by a faculty member while on University business. The University may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- b) The University will waive the requirement that receipts be provided in situations where these are not reasonably obtainable. In such cases, a per diem allowance consistent with Policy 42.08 will be provided to the faculty member.

### **17.3 HEALTH AND WELFARE BENEFITS**

- 17.3.1 Subject to eligibility pursuant to the Collective Agreement, Vancouver Island University will provide current health and welfare benefits coverage for faculty working under this article. Premiums for this

coverage will continue to be paid as if the faculty member was continuing to work for the University in British Columbia.

Limitations:

- a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the University's group policy.
- b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the University insurance carrier.
- c) When a faculty member is working in countries where payment for medical services may require cash payment, the faculty member will submit their claim to the insurance carrier for reimbursement of such expenses. The University will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- d) A faculty member will be referred to the Human Resources Department to clarify the benefit and travel medical insurance coverage.
- e) In no event will a faculty member who is eligible for benefits receive greater benefits than they would have been covered for while employed at their home campus.

17.3.2 Notwithstanding the provisions of 17.3.1, in cases where a faculty member does not have Extended Health Benefit Coverage, the University will supply travel medical insurance. Article 17.3 also applies to travel in the United States.

#### 17.4 EMERGENCIES AND EMERGENCY EVACUATION

~~The Faculty of International Education shall maintain procedures for dealing with emergencies while working overseas and shall provide same to a faculty member as part of their orientation.~~ Guidelines, policies and/or procedures for dealing with emergencies while working outside of Canada will be maintained by the University as part of the University's guidelines, policies and/or procedures on international travel.

#### 17.5 ORIENTATION

Faculty working under this Article will receive an orientation prior to departure that includes but is not limited to:

- a) The project;
- b) The culture and country;
- c) Travel, safety or medical concerns, benefits issues;
- d) Emergency procedures; and
- e) Other issues related to the work.

#### 17.6 RETURN

The University will arrange the scheduling of international work in such a way that faculty members will be provided up to three (3) days inclusive of required travel time between the completion of their international education assignments before assuming regular duties at the institution. The duration of travel shall be a factor in determining the number of days off upon return. This will not apply in situations where a faculty member elects to extend their stay through the use of vacation.

**APPENDIX A1: PROVINCIAL F2 SALARY SCALE SCHEDULE**

<b>STEP</b>	<b>01-Apr-19 to 31-Mar-20</b>	<b>01-Apr-20 to 31-Mar-21</b>	<b>01-Apr-21 to 31-Mar-22</b>
<b>1</b>	\$95,134	\$97,037	\$98,978
<b>2</b>	\$89,121	\$90,903	\$92,724
<b>3</b>	\$83,014	\$84,674	\$86,367
<b>4</b>	\$79,620	\$81,212	\$82,836
<b>5</b>	\$76,700	\$78,234	\$79,799
<b>6</b>	\$73,787	\$75,263	\$76,768
<b>7</b>	\$70,868	\$72,285	\$73,734
<b>8</b>	\$67,954	\$69,313	\$70,699
<b>9</b>	\$65,036	\$66,337	\$67,664
<b>10</b>	\$62,119	\$63,361	\$64,628
<b>11</b>	\$59,204	\$60,388	\$61,596

<b>STEP</b>	<b>01-Apr-22 to 31-Mar-23*</b>	<b>01-Apr-23 to 31-Mar-24*<sup>1</sup></b>	<b>01-Apr-24 to 31-Mar-25*<sup>1</sup></b>
<b>1</b>	<u>\$102,655</u>	<u>\$109,584</u>	<u>\$112,872</u>
<b>2</b>	<u>\$96,195</u>	<u>\$102,688</u>	<u>\$105,769</u>
<b>3</b>	<u>\$89,635</u>	<u>\$95,685</u>	<u>\$98,556</u>
<b>4</b>	<u>\$85,990</u>	<u>\$91,794</u>	<u>\$94,548</u>
<b>5</b>	<u>\$82,854</u>	<u>\$88,447</u>	<u>\$91,100</u>
<b>6</b>	<u>\$79,725</u>	<u>\$85,106</u>	<u>\$87,659</u>
<b>7</b>	<u>\$76,590</u>	<u>\$81,760</u>	<u>\$84,213</u>
<b>8</b>	<u>\$73,459</u>	<u>\$78,417</u>	<u>\$80,770</u>
<b>9</b>	<u>\$70,326</u>	<u>\$75,073</u>	<u>\$77,325</u>
<b>10</b>	<u>\$67,192</u>	<u>\$71,727</u>	<u>\$73,879</u>
<b>11</b>	<u>\$64,061</u>	<u>\$68,385</u>	<u>\$70,437</u>

\*All salary adjustments will occur on the first full pay period after this date.

<sup>1</sup> These amounts include the Cost of Living Adjustments per Letter of Understanding #28: Cost of Living Adjustment.



APPENDIX A2: F1 SALARY SCHEDULE

F1 Salary Schedule

<b>STEP</b>	<b>01-Apr-19 to 31-Mar-20</b>	<b>01-Apr-20 to 31-Mar-21</b>	<b>01-Apr-21 to 31-Mar-22</b>
Max F1-11	\$73,396	\$74,864	\$76,364
F1-10	\$67,955	\$69,314	\$70,700
F1-9	\$65,033	\$66,334	\$67,664
F1-8	\$62,120	\$63,362	\$64,629
F1-7	\$59,205	\$60,389	\$61,597
F1-6	\$56,978	\$58,118	\$59,280
F1-5	\$55,199	\$56,303	\$57,429
F1-4	\$53,432	\$54,504	\$55,594
F1-3	\$51,652	\$52,685	\$53,739
F1-2	\$48,322	\$49,289	\$50,275
Min F1-1	\$46,055	\$46,976	\$47,946

<b>STEP</b>	<b><u>01-Apr-22 to 31-Mar-23*</u></b>	<b><u>01-Apr-23 to 31-Mar-24*<sup>1</sup></u></b>	<b><u>01-Apr-24 to 31-Mar-25*<sup>1</sup></u></b>
Max F1-11	<u>\$79,306</u>	<u>\$84,659</u>	<u>\$87,199</u>
F1-10	<u>\$73,460</u>	<u>\$78,419</u>	<u>\$80,772</u>
F1-9	<u>\$70,322</u>	<u>\$75,069</u>	<u>\$77,321</u>
F1-8	<u>\$67,193</u>	<u>\$71,729</u>	<u>\$73,881</u>
F1-7	<u>\$64,062</u>	<u>\$68,386</u>	<u>\$70,438</u>
F1-6	<u>\$61,670</u>	<u>\$65,833</u>	<u>\$67,808</u>
F1-5	<u>\$59,759</u>	<u>\$63,793</u>	<u>\$65,707</u>
F1-4	<u>\$57,862</u>	<u>\$61,768</u>	<u>\$63,621</u>
F1-3	<u>\$55,950</u>	<u>\$59,727</u>	<u>\$61,519</u>
F1-2	<u>\$52,373</u>	<u>\$55,908</u>	<u>\$57,585</u>
Min F1-1	<u>\$49,938</u>	<u>\$53,309</u>	<u>\$54,908</u>

<sup>1</sup> These amounts include the Cost of Living Adjustments per Letter of Understanding #28: Cost of Living Adjustment.

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

F1 Salary Scale and F2 Salary Scale:  
~~Table of Corresponding Steps & Their Fixed Ratio Percentages~~

F1 Salary Scale			F2 Salary Scale			Fixed Ratio Percentages
11	\$73,396	➔	01	\$95,134	➔	77.15%
10	\$67,955	➔	02	\$89,121	➔	76.25%
09	\$65,033	➔	03	\$83,014	➔	78.34%
08	\$62,120	➔	04	\$79,620	➔	78.02%
07	\$59,205	➔	05	\$76,700	➔	77.19%
06	\$56,978	➔	06	\$73,787	➔	77.22%
05	\$55,199	➔	07	\$70,868	➔	77.89%
04	\$53,432	➔	08	\$67,954	➔	78.63%
03	\$51,652	➔	09	\$65,036	➔	79.42%
02	\$48,322	➔	10	\$62,119	➔	77.79%
01	\$46,055	➔	11	\$59,204	➔	77.79%

**APPENDIX A3: TECHNOLOGY SUPPORT POSITION PAY BANDS**

Step 4 in each Technician Group B-F is equal to the Job Rate (Step 11 on F1 Salary Scale) plus Labour Market Adjustment (LMA) amount. Steps 1-3 in each Technician Group B-F are a percentage of Step 4 (as indicated). Salaries are effective April 1, 2022, and GWI will be applied to the Job Rate at Step 4, then the LMA amount will be added. The LMA amount is not subject to GWI. Steps 1-3 will be maintained as a percentage of Step 4.

	01-Apr-22	01-Apr-23	01-Apr-24*
<u>VIUFA IT Group F</u>			
<u>Step 1 (85% of step 4)</u>	<u>\$85,080</u>	<u>\$89,675</u>	<u>\$91,855</u>
<u>Step 2 (90% of step 4)</u>	<u>\$90,085</u>	<u>\$94,950</u>	<u>\$97,259</u>
<u>Step 3 (95% of step 4)</u>	<u>\$95,089</u>	<u>\$100,225</u>	<u>\$102,662</u>
<u>Step 4 (100% of step F1-11 + \$20,000 LMA)</u>	<u>\$100,094</u>	<u>\$105,500</u>	<u>\$108,065</u>

e.g. Senior DBA

	<u>Pay Band</u>	<u>Pay Band</u>	<u>Pay Band</u>
<u>VIUFA IT Group E</u>			
<u>Step 1 (85% of step 4)</u>	<u>\$79,980</u>	<u>\$84,575</u>	<u>\$86,755</u>
<u>Step 2 (90% of step 4)</u>	<u>\$84,685</u>	<u>\$89,550</u>	<u>\$91,859</u>
<u>Step 3 (95% of step 4)</u>	<u>\$89,389</u>	<u>\$94,525</u>	<u>\$96,962</u>
<u>Step 4 (100% of step F1-11 + \$14,000 LMA)</u>	<u>\$94,094</u>	<u>\$99,500</u>	<u>\$102,065</u>

e.g Senior Web Analyst

Senior Programmer Analyst

Senior Network/System Analyst

	<u>Pay Band</u>	<u>Pay Band</u>	<u>Pay Band</u>
<u>VIUFA IT Group D</u>			
<u>Step 1 (85% of step 4)</u>	<u>\$74,455</u>	<u>\$79,050</u>	<u>\$81,230</u>
<u>Step 2 (90% of step 4)</u>	<u>\$78,835</u>	<u>\$83,700</u>	<u>\$86,009</u>
<u>Step 3 (95% of step 4)</u>	<u>\$83,214</u>	<u>\$88,350</u>	<u>\$90,787</u>
<u>Step 4 (100% of step F1-11 + \$7,500 LMA)</u>	<u>\$87,594</u>	<u>\$93,000</u>	<u>\$95,565</u>

e.g. Programmer Analyst II

System /Network Analyst

Web Developer

	<u>Pay Band</u>	<u>Pay Band</u>	<u>Pay Band</u>
<u>VIUFA IT Group C</u>			
<u>Step 1 (85% of step 4)</u>	<u>\$74,030</u>	<u>\$78,625</u>	<u>\$80,805</u>

<u>Step 2 (90% of step 4)</u>	<u>\$78,385</u>	<u>\$83,250</u>	<u>\$85,559</u>
<u>Step 3 (95% of step 4)</u>	<u>\$82,739</u>	<u>\$87,875</u>	<u>\$90,312</u>
<u>Step 4 (100% of step F1-11 + \$7,000 LMA)</u>	<u>\$87,094</u>	<u>\$92,500</u>	<u>\$95,065</u>

e.g. DBA

	<u>Pay Band</u>	<u>Pay Band</u>	<u>Pay Band</u>
<u>VIUFA IT Group B</u>			
<u>Step 1 (85%)</u>	<u>\$68,080</u>	<u>\$72,675</u>	<u>\$74,855</u>
<u>Step 2 (90%)</u>	<u>\$72,085</u>	<u>\$76,950</u>	<u>\$79,259</u>
<u>Step 3 (95%)</u>	<u>\$76,089</u>	<u>\$81,225</u>	<u>\$83,662</u>
<u>Step 4 (100% of step F1-11)</u>	<u>\$80,094</u>	<u>\$85,500</u>	<u>\$88,065</u>

e.g. Technicians

	<u>Pay Band</u>	<u>Pay Band</u>	<u>Pay Band</u>
<u>VIUFA IT Group A</u>			
<u>Step 1 (85%)</u>	<u>\$57,681</u>	<u>\$61,575</u>	<u>\$63,422</u>
<u>Step 2 (90%)</u>	<u>\$61,074</u>	<u>\$65,197</u>	<u>\$67,153</u>
<u>Step 3 (95%)</u>	<u>\$64,467</u>	<u>\$68,819</u>	<u>\$70,883</u>
<u>Step 4 (100% of step F1-8)</u>	<u>\$67,860</u>	<u>\$72,441</u>	<u>\$74,614</u>

e.g. Programmer/Analyst

\*These amounts include the Cost of Living Adjustments per Letter of Understanding #28: Cost of Living Adjustment.

**APPENDIX B: VIUFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY**

NAME:

Professor/LTC

Instructional Support Position  
Technology Support Position

Academic Experience Position  
University Experience Position

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:

Employee

DATE:

**APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY**

**VANCOUVER ISLAND UNIVERSITY**

PROFESSOR: \_\_\_\_\_ ACADEMIC EXPERIENCE POSITION: \_\_\_\_\_  
LIMITED TERM CONTRACT: \_\_\_\_\_

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 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 Associate Vice-President, Human Resources or Designate

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of non-regular faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last non-regular appointment.
2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience in a position related to the position for which they were hired.
3. Research at the post-Doctoral level, and/or senior administrative experience in the field of hire or in the public education sector will be included as experience directly related to primary assignment.
4. Teaching assistantships or other similar teaching assignments done while working on a Master's or PhD will not be given extra credit unless the teaching assignment constitutes a full-time workload.
5. Part-time teaching experience will be pro-rated based on a two-semester teaching year. Other part-time work experience will be pro-rated based on a 35 hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.
6. Teaching of non-credit courses is not included.
7. The decimal fraction of a year's experience leading to initial salary placement will not be carried forward to salary incremental progression.
8. Only credentials from accredited institutions will be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.
9. The decision of the Salaries Placement Appeals Committee is final.

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DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

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**APPENDIX D: INITIAL SALARY PLACEMENT FORM NON-  
INSTRUCTIONAL F1 SALARY SCALE POSITIONS**

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 F1-1** \_\_\_\_\_

- c) Related Study: \_\_\_\_\_
1. If Diploma or equivalent, subtract one step for one year of related study. \_\_\_\_\_
  2. If Bachelor's degree or equivalent, subtract one step for one year of additional study, \_\_\_\_\_  
**OR** two steps for two or more years of additional study. \_\_\_\_\_

**SUBTOTAL EDUCATION CREDIT:** (minimum placement plus related study) \_\_\_\_\_

**PART II EXPERIENCE CREDIT** (see over 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(e).  
Date of first diploma or degree: \_\_\_\_\_  
\_\_\_\_\_ (# of years) x 1.00 \_\_\_\_\_
2. Full-time equivalent employment related to field, obtained after completion of the first diploma or degree in the field as defined in Article 11.4.1.7(e).  
Date of first diploma or degree: \_\_\_\_\_  
\_\_\_\_\_ (# of years) x 0.50 \_\_\_\_\_

**SUBTOTAL EXPERIENCE CREDIT:** \_\_\_\_\_

**TOTAL EDUCATION CREDIT plus EXPERIENCE CREDIT =** \_\_\_\_\_

(≥.50 round up; ≤.50 round down)

Normal maximum placement will be F1-8

**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 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

\_\_\_\_\_  
Associate Vice-President, Human Resources or Designate

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of temporary faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.
2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience as related to the position for which they were hired.
3. Research at the post-Doctoral level, and/or senior administrative experience in the field of hire or in the public education sector will be included as experience directly related to primary assignment.
4. Teaching assistantships or other similar teaching assignments done while working on a Master's or PhD will not be given extra credit unless the teaching assignment constitutes a full-time workload.
5. Part-time teaching experience will be pro-rated based on a two-semester teaching year. Other part-time work experience will be pro-rated based on a 35 hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.
6. Teaching of non-credit courses is not included.
7. The decimal fraction of a year's experience leading to initial salary placement will not be carried forward to salary incremental progression.
8. Only credentials from accredited institutions will be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.
9. The decision of the Salaries Placement Appeals Committee is final.

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DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

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**APPENDIX E: DISPUTE REFERRAL FORM**

Date: \_\_\_\_\_

<b>EMPLOYER</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

<b>UNION</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

*APPENDIX F-1 - REGISTRY OF LAID OFF EMPLOYEES - FORM 1*

***PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS***

0. *(For PSEA use only)*
1. *College/University College/Institute and Location:*
2. *Job Title:*
3. *Area/Program/Discipline(s):*
4. *Job Description:*
5. *Minimum and Preferred Qualifications:*
6. *Start Date:*
7. *Close Date:*
8. *Contact Person and Address:*

APPENDIX F-2 - REGISTRY OF LAID OFF EMPLOYEES - FORM 2

***PSEA REGISTRY OF ELIGIBLE EMPLOYEES***

0. *(For PSEA use only:)*
1. *College, University College, Institute:*
2. *Registrant:*
3. *Service Date (length of service):*
4. *Program/Area:*
5. *Date of Availability (Lay-off or End of Contract):*

*Registrant Electronic Resume available at:*

*College/University College/Institute Contact Person:*

*College/University College/Institute Contact Phone Number:*

*Bargaining Unit Contact Person:*

*Bargaining Unit Contact Phone Number:*

*Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:*

*I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.*

*Signature of Registrant*

*Date*

**APPENDIX G - MEDICAL TRAVEL REFERRAL BENEFIT**

***Benefit Summary***

*Deductible Amount: None*

*Benefit Amount: 100% of eligible expenses*

*Individual Maximum: \$10,000 per year*

*Coverage Limitations:*

- *\$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;*
- *Where an employer requires it, receipts must be submitted with the expense claim;*
- *Where the eligible expenses exceed \$125 per day, but the average daily expenses do not exceed ~~the average of~~ \$125 per day for the year, the average will be paid for all days. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3 (average = \$145), a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and ~~\$300~~75 day 3 (average = \$100), a total of ~~\$375~~500 will be paid;*
- *Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;*
- *Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).*

***List of Eligible Expenses***

***Medical Travel:*** *When ordered by the attending physician because in their opinion adequate medical treatment is not available within a 100 kilometer radius of the employee's home campus or is not accessible without crossing the Salish Sea, the following are included as eligible expenses:*

- *Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);*
- *Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution*

***Accommodation:*** *Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House,*

*Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.*

***Meals:*** *Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.*

***Attendant:*** *Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.*

### ***Superior Benefits***

*A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.*

### ***Exclusions***

***No benefit shall be payable for:***

- *Charges which are considered an insured service of any provincial government plan;*
- *Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;*
- *Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;*
- *Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;*
- *Charges not included in the list of eligible expenses;*
- *Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of their license;*
- *Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;*
- *Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;*
- *Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;*
- *Charges which the administrator is not permitted, by any law to cover;*

- *Charges for dental work where a third party is responsible for payments of such charges;*
- *Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;*
- *Charges for services and supplies resulting from any intentionally self-inflicted wound;*
- *Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical specialty society;*
- *Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.*

### ***Claims Adjudication***

***To claim benefits, the employee or dependent must:***

- *Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;*
- *Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;*
- *Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.*



*APPENDIX H - DENTAL PLAN*

*The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.*

*The process for an individual faculty employee to have their teeth cleaned more frequently than every nine (9) months as provided by Former Common Agreement Article 9.2.1 (d) is as follows:*

- *Faculty employee visits dentist as usual*
- *Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months*
- *Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning*
- *Faculty employee or dentist submits the form to the Insurance Carrier as normal*
- *The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine (9) months*

*The employers' approval of the more frequent cleaning is not required.*

LETTER OF UNDERSTANDING #1: UNCONVENTIONAL INSTRUCTION  
DESIGNATED UNDER 10.2.1.2.1

A listing of cases of unconventional instructional, referred to in Article 10.2.1.2.1 of the Collective Agreement will be determined by the VIU-VIUFA Labour Management Committee. The Employer shall provide a report to the VIU-VIUFA Labour Management Committee on said courses in February of each year and post a list on the VIU Human Resources website.

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

LETTER OF AGREEMENT #2: INDIGENOUS PEDAGOGY

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

### 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.

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 VIUFA, the duties and responsibilities must not conflict with provisions of the Vancouver Island University/Vancouver Island University Faculty Association Collective Agreement. The job description should be generic, and reflect duties across the University; and allow for the job description to be adapted to meet needs of the Area.

#### 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.

~~LETTER OF AGREEMENT #4: WORKLOAD AVERAGING LEAVE~~

~~The 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.~~

~~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.~~

LETTER OF AGREEMENT #4: STUDENT SURVEYS

Student survey tools should align with best practices and the potential for bias minimized.

The Employer commits to provide training to Deans on issues related to bias and best practices in student surveys.

For additional clarity, student surveys in the context of this LOA and Articles

7.2.3 and 7.3.1 are student classroom evaluations and do not include broader surveys of the student population.

Expires March 31, 2027.



## LETTER OF UNDERSTANDING #5: PRIOR LEARNING ASSESSMENT

### *Definition:*

*Prior Learning Assessment (PLA) is the assessment by some value and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.*

*The assessment and evaluation of prior learning and the determination of competency and credit awarded will be done by instructional or faculty staff who have the appropriate subject matter expertise, but other staff may have a supporting role in the process.*

*The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.*

### *Training in Prior Learning Assessment:*

*An employee required to perform prior learning assessment responsibilities as part of their workload, has a right to Employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.*

### *Prior Learning Assessment Coordinators*

*Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.*

Prior Learning Assessment (PLA) assignments shall be provided on a voluntary basis as an addition to an individual faculty member's assigned workload. A PLA assignment will be provided by agreement of the faculty member, Chair and Dean.

An individual faculty member may accept PLA assignments for up to a maximum of ten (10) students and not exceeding 30 credits in an academic year (e.g., ten (10) 3-credit PLA assignments = 30 PLA credits). Acceptance of PLA assignments for more than ten students or totaling more than thirty (30) credits in an academic year requires the written approval of the VIUFA Chief ~~Personnel~~ Steward and the Vice President, Instruction.

PLA assignments will be identified on the workload report and considered as part of the non-teaching responsibilities of VIUFA instructional faculty to be referenced in formal evaluations (Article 8.1).

The faculty member shall receive two-hundred and fifty dollars (\$250) for each 3 credit PLA assignment. One-half of this amount shall be paid to the faculty member on the first pay period following confirmation of registration and payment of PLA fees by the student being received in Human Resources and the remaining one-half shall be paid to the faculty member on the pay period occurring eight weeks after the registration and payment of PLA fees. The faculty member will be compensated for the full amount whether or not the student completes the PLA process.

Where a PLA is undertaken for a course with fewer or greater than three credits, actual payment for each PLA assignment will be pro-rated. For example, faculty will receive \$83.34 ( $\$250/3$ ) for each PLA assignment for one student in a one-credit course; \$125.00 ( $\$250/2$ ) for a 1.5-credit course; \$166.67 ( $\$250 \times 2/3$ ) for a two-credit course; \$333.34 ( $\$250 \times 4/3$ ) for a four-credit course, etc.

For the purpose of this agreement, where the PLA solely involves the administration of a challenge examination for the course, reimbursement shall be as follows:

1. Pre-existing format (with minor revisions to existing assessment tool)  
\$50.00
2. Customized format (exam designed specifically for individual assessment)  
\$100.00

Should it be known in advance of a semester that PLA assignments in an instructional area will likely exceed 30 PLA credits, the appropriate Dean of Instruction may, at their discretion and with the mutual agreement of the faculty member and the departmental chair, provide release time in lieu of payment to a faculty member qualified to accept these assignments. Such release time can occur only during the academic year in which the PLA workload is assigned. Release time shall be awarded on the basis of 30 PLA credits being deemed equal to one-hour of instructional workload release or 90 PLA credits being equal to one section of workload release (i.e., 1/8 of a full-time workload).

If PLA credits in an academic year are insufficient to warrant workload release, payment will be processed as noted above.

Three months prior to the expiry of this Letter of Agreement the Joint VIUFA-Management committee will review the implementation of this agreement, using data and input from the PLA Coordinator, Deans and the VIUFA.

The Letter of Agreement will be in effect for the period of August 1, 2001 through June 30, 2002 and may be extended by mutual agreement.

*Signed: June 22, 2001*

Addendum to Letter of Understanding:

With the permission of the appropriate Dean, rather than choosing to administer individual assessments for one student for individual courses that total nine credits or more, a faculty member may choose to conduct one PLA Comprehensive Assessment for the outcomes of a block of courses that total nine credits or more for one student.

Reimbursement for a PLA Comprehensive Assessment conducted by one faculty member for one student is as follows:

- \$500.00 for the first nine credits and \$15.00 per credit above nine credits.

LETTER OF UNDERSTANDING #6: SABBATICALS/UPPER LEVEL  
RELEASE/WORKLOAD

It is agreed that a Joint Committee of representatives of Vancouver Island University ("VIU") and Vancouver Island University Faculty Association ("VIUFA") will be established to review and make recommendations to VIU and VIUFA on revisions to the current provisions in the Collective Agreement related to assisted professional development leave, upper level release and workload in accordance with the provisions of the following Letter of Understanding:

It is agreed as follows:

1. The parties are committed to develop positive changes/modifications to the current contractual provisions related to assisted professional development leave, upper level release and workload in ways that would be of benefit to all faculty and the institution as a whole. To this end, such changes/modifications to the current collective agreement provisions may provide:
  - (a) the replacement of upper level release with a more comprehensive approach to scholarly activity in the form of guaranteed sabbaticals
  - (b) more flexible workload arrangements
  - (c) simplification of workload reporting
2. A Joint Committee shall be established comprised of eight (8) representatives, four (4) appointed by the VIUFA and four (4) appointed by the VIU. This Committee shall be established as soon as possible.
3. This Joint Committee shall commence its deliberations as soon as practicable following August 15, 2001 and shall make recommendations to both parties by no later than December 31, 2001.
4. The recommendations of the Joint Committee shall include specific changes to the Collective Agreement which are necessary in order to give effect to its recommendations.
5. The deliberations of the Joint Committee and its recommendations shall be guided by and be made in accordance with the following terms of reference:
  - (a) The effect of the proposed changes to the Collective Agreement will not increase net costs attributable to direct instruction. In addition, delivery of FTE students contained in the 2001/02 Program Profile will be maintained, as much as is practicable.

(b) The focus of proposed changes should be on fairness, simplicity, flexibility and transparency.

(c) The intent is to change the current system of leaves and releases to a system of sabbatical leaves applicable to all regular instructional faculty.

(d) It is intended that non-instructional faculty would continue to have the opportunity for Professional Development leaves on the same general proportional basis as they would have under the Collective Agreement replacing the one expiring on March 31, 2001.

(e) It is recognized that consequential changes to provisions of the Collective Agreement may be recommended in order to give effect to the Joint Committee's recommendations.

(f) The recommendations shall include, if possible, recommendations to implement the proposed changes to commence in the 2002/2003 academic year but in no event later than the 2003/2004 academic year.

(g) In the event that the recommendations contemplate implementation for the 2002/2003 academic year, the recommendations shall include proposed ways to implement the transition.

(h) Every reasonable effort shall be made to achieve a consensus on the Joint Committee's recommendations.

6. The Joint Committee shall, no later than December 31, 2001, either:

(a) Present its recommendations to the VIU and VIUFA on the proposed changes to the Collective Agreement; or

(b) In the absence of a consensus on all proposed changes, present to the VIU and VIUFA those proposed changes on which consensus was reached and outline the areas or issues on which full consensus was not reached.

7. In the event that the Joint Committee's report to the parties is made in accordance with 5(b) above, it is agreed that a mutually agreeable mediator/facilitator from the academic community will be requested to assist the Joint Committee to arrive at a consensus on the outstanding issues.
8. The role of the mediator shall be to:
  - (a) Meet and confer with the Joint Committee within the 30 calendar day period immediately following the Joint Committee's report made in accordance with 5(b) above.
  - (b) Assist the Joint Committee in arriving at a consensus on the outstanding issues.
  - (c) If unable to assist the Joint Committee achieve a consensus on proposed changes to make non-binding recommendations to the VIU and VIUFA on proposed changes to the Collective Agreement on the outstanding issues. These recommendations are to be made within 10 days of the mediator/facilitator concluding their conferring with the Joint Committee.
- Recommendations made by the Joint Committee in accordance with 5(a) or recommendations of the mediator/facilitator made in accordance with 7(c) shall be considered by the VIUFA and the VIU and if accepted by both parties shall be implemented as recommended. It is agreed that recommendations made by the Joint Committee in accordance with 5(a) or by the mediator/facilitator in accordance with 7(c) shall be put to a vote of the members of the VIUFA bargaining unit once approved by the Vancouver Island University Board and if accepted by a majority of those voting shall be considered approved by the VIUFA.
- Each party shall advise the other within 10 days whether or not the recommendations are accepted or not.
- In the event that either party does not accept the recommendations made to it in accordance with this Letter of Understanding, the provisions of the 1998-2001 Collective Agreement including all letters of agreement related to workload will continue to apply.

Signed: May 29, 2001

LETTER OF AGREEMENT #7: UPPER LEVEL RELEASE FOR NON-REGULAR FACULTY

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

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

Signed: June 28, 2001

## LETTER OF AGREEMENT #8: WORKLOAD

### Class size maxima

Class size maxima for the years 2001/2002 shall be the same as they were in 1997/1998 except where specified below or where changed according to the provisions below.

The 1998/1999 letter of agreement limiting the number of contact hours in biology shall be renewed for 2001/2002.

Where a department offers multiple sections of a course and where the workload in that department is capped by the number of contact hours, the department may choose to reconfigure the delivery of its courses by increasing the class size maxima and decreasing the number of sections offered providing that:

- the number of student spaces available for each course is the same as the number of student spaces that would be delivered had the department not decided to reconfigure its course delivery,
- the reconfiguration of any course ensures that students in the course each have at least one scheduled lab, lecture or seminar hour per week where the student instructor ratio is at most the 1997/1998 class size.
- the workload can be assigned so that no instructor is assigned a workload that results in more than a 10 percent increase in the total number of students they would have had under the 1997/1998 class size limits.
- the number of contact hours for instructors teaching an upper division course is at least 21 hours per year and the number of contact hours for other instructors is at least 24 hours per year (exclusive of release time for other activities)
- the reconfigured workload results in a new maximum number of contact hours for the members of the department. The new maximum number of contact hours shall form part of the reconfiguration plan.

Where a department chooses to reconfigure its classes, it shall file the reconfiguration plan with the Dean and the Dean shall approve the plan and forward a copy of the plan to the VIUFA within 2 weeks of receiving the plan. The reconfiguration plan shall include the maximum class sizes for each section and the teaching assignments for each instructor in the department.



Where a department's reconfiguration results in an increase in student numbers, seventy three (73) percent of the money generated by the increased tuition shall be used exclusively for funding teaching release or research activity as jointly determined by the Dean and the department. The money generated in a year may be carried over for use in a subsequent year.

Where the money is to be used for teaching release, the provisions of subsection (d) above shall apply.

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This clause shall be effective from August 1, 2001 to July 31, 2002.

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LETTER OF AGREEMENT #9: UPPER LEVEL RELEASE

The parties agree to the following interpretation of Article 10.11.1 (a):

In order to be eligible for Upper Level release, the FTE instructional appointment of the instructor must be 1.00 for the academic year. The actual workload assignment, which may include paid release sections for a variety of purposes (including but not limited to the cases of governance committee release, scholarly release, chair/coordinator release, release for research funded by external sources, union leave and discretionary release) and the assignment of non-instructional duties, does not eliminate the entitlement to the Upper Level release.

A leave for the purposes of assisted leave (i.e., paid professional development leave of absence) under Article 12.4 or maternity, parental or adoption leave under Article 12.10 does not eliminate the Upper Level release entitlement.

If an instructor is on partial or full unpaid leave for one complete semester, that faculty member has no entitlement to Upper Level release in the academic year during which the leave occurs.

In the case where a faculty member, whose original instructional workload assignment includes upper-level release, is absent as a result of unplanned sick leave (including Long Term Disability leave), the original instructional assignment inclusive of the upper level release shall be followed for that portion of the academic year in which the faculty member is not absent.

In addition, the following workload components do not qualify in determining eligibility for Upper Level release:

- Directed Studies;
- Senior Projects;
- Non-release section(s) of Prior Learning Assessment;
- Overload;
- Contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters;
- Courses taught voluntarily outside the normal fall and spring semesters unless the course is required for a program and designated to be taught in intersession in the official program outline as approved by Senate. (Notwithstanding this, where part of the regular workload for a faculty member is assigned during intersession, it will be considered in determining eligibility for Upper Level release.)

The parties further agree that those faculty members who were denied upper level release during the academic year 2000-2001 but who are entitled to it under this

Letter of Understanding, will be granted such release, in addition to any release to which they are otherwise entitled, in the academic year 2001-2002.

This agreement represents final resolution to Grievance 00-04 and regarding certain issues related to upper-level release. Notwithstanding this, the parties acknowledge that they differ on the interpretation of the Collective Agreement as it applies to eligibility for upper level release during an academic year in which a faculty member takes a scholarly activity semester as a result of grouping previous upper level release under Article 10.11.1.1. This agreement does not preclude the discussion and formal negotiation of alternative approaches to the question of release.

Signed: April 25, 2001

LETTER OF AGREEMENT #10: MBA-~~LOU~~

This Letter applies to the ~~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 make additional assignment 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 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 they are 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 they are 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-enroll 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 even that a new supervisor is assigned, and they have the comments from the prior supervisor, they 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~~

~~Original letter signed October 2007.~~

This letter applies to the Vancouver Island University MBA degree that will be offered starting in fall 2020. The new program includes curriculum changes resulting from the end of the dual-degree partnership with the University of Hertfordshire. In this Letter, any reference to “degree” shall mean the MBA degree program launched in fall 2020.

It is recognized that the MBA is designed in a trimester format and each faculty member teaching in the degree will:

- Teach a minimum of three credits.
- Supervise a minimum of one section of MBAA 551 when assigned.
- Participate in MBAA Community of Practice meetings and/or other MBA program development activities
- Support student performance remediation processes (to be determined by the Graduate Programs Advisory Committee).
- Teach in compressed blocks (i.e. modules of five or seven weeks in duration) when assigned; teach with schedules that may include evening or weekend classes, when assigned.

## **A. WORKLOAD**

### **1. Teaching**

#### 1a. Teaching – Regular faculty

Courses in the MBA range from one to three credits. Each credit, or half credit, of an MBA course will count as equivalent credits for the purposes of workload calculation.

Full-time faculty teaching a minimum of three (3) MBA credits in an academic year are eligible for one section of release. The MBA release does not preclude other releases from being assigned.

Full-time faculty who are teaching six credits or more of the MBA and

who do NOT qualify for an upper-level release, shall be given an additional MBA release.

1b. Teaching – Temporary Faculty

A temporary faculty member shall be compensated at the applicable flat rate for each course taught.

Full-time temporary faculty will receive the option of release time. Part-time temporary faculty do not receive release time.

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

- All MBA courses are included regardless of the semester they are offered.
- Teaching the equivalent of 24 credits over any sequential 24 months period, with a minimum of twelve credits in each of both 12 months periods, shall be sufficient to meet the 50 percent requirement for eligibility for regularization.

1c. Teaching – LTC Faculty

For the period of their contract, LTC faculty will fall under the provisions of 1a above.

**2. Applied Business Project Supervision**

2a. MBAA 551

All students in the MBA will undertake an Applied Business Project (ABP) through the required course of MBAA 551 which involves the investigation and analysis of a complex business problem or management issue.

The class size maximum for MBAA 551 is eight students.

Supervision of MBAA 551 students may occur in both group and one-on-one formats at faculty discretion. Faculty will abide by the FOM supervision practices as outlined by the FOM Graduate Programs Advisory Committee.

A standardized ABP description and grading rubric, developed and approved by the FOM Graduate Programs Advisory Committee, will provide the basis for assessment.

## 2b. Workload Calculation

Each full section of MBAA 551 (i.e. with eight students) will count as the equivalent of a three-credit course for workload.

Sections with less than eight students will be pro-rated based on each student being the equivalent of 1/8<sup>th</sup> of a course. Sections of four or more students can be assigned as regular workload: 4 students = 1.5 credits, 5-6 students = 2 credits, 7-8 students = 3 credits. Sections of less than four students will be assigned as additional work.

Temporary faculty shall be paid a flat rate and pro-rated as outlined above.

## 2c. Number and Allocation of ABP Sections

The Graduate Programs Office (GPO-FOM) will determine the number of sections of MBAA 551 to be offered in a given semester.

The GPO-FOM will distribute sections of MBAA 551 between the following FOM departments that service the MBA: Management and Law, Marketing, Economics, Finance & Quantitative Methods, and Accounting.

Sections of MBAA 551 will be assigned as per the collective agreement.

Faculty who are not teaching in the MBA may volunteer to be assigned a section of MBAA 551.

## **3. Other Duties**

General faculty duties are set out in Articles 7.2.2 and 10.2.1.1 of the collective agreement. Specific activities associated with the MBA program, as per 7.2.2.e, are connected to an MBA release which provides faculty with time to perform these duties. Such duties include participating in regular curriculum development and coordination activities for the purposes of:

- Ongoing curriculum mapping and integration.
- Planning and implementing assurance of learning related to the program learning outcomes.
- Ensuring program quality through reviewing program-level student feedback, and
- Sharing teaching practices.

Such duties will occur through a combination of conversations between: the cohort of MBAA teaching faculty, MBAA discipline streams, and MBAA module teams.

As part of these duties, regular faculty are required to:

- Attend the MBAA Community of Practice (CoP) meetings, which are open to all members of the Faculty of Management (FOM);\*
- Share teaching practices, successes and challenges;
- Facilitate curriculum integration within modules and between disciplines;
- Create disciplinary and interdisciplinary conversations to pursue continuous improvement and ensure the curriculum and pedagogies employed remain relevant to our students;
- Develop and implement quality assurance processes.

\* Should a faculty member be unable to attend CoP meetings, they may contribute to CoP by alternative means with approval of the Dean or Associate Dean.

Temporary faculty members who are ineligible for the MBA release may elect to complete these duties as part of their teaching assignment in the MBA for which they will be paid a stipend of \$750 per semester in which their MBA workload occurs.

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

Full workload credit will be given for any MBA courses taught regardless of the semester in which they are taught.

MBA teaching occurs over three semesters, Fall, Spring and Intersession. If a faculty member teaches an Intersession course, their workload assignment shall be structured to ensure that they have non-instructional time (i.e. service and professional development) and vacation time equivalent to faculty who teach a traditional Fall/Spring workload. The scheduling of non-instructional time 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 non-teaching time will be professional development time and non-instructional duty time in keeping with Article 10.1.2.1.

## **B. TERMS OF THE AGREEMENT**

For the purposes of the MBA program launched in fall 2020, this is the first letter of agreement, dated December 20, 2023.

This letter of agreement does not apply to the MBA program delivered in partnership with the University of Hertfordshire. The Letter of Agreement #10 (signed October 2007) will continue to govern the remaining courses delivered for this program. There will be no stacking of entitlements between former Letter of Agreement #10 and the current agreement.

With the exception of Directed Studies, at the conclusion of Fall 2020, the former Letter of Agreement #10 and the following agreements will be replaced by this Agreement:

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

LETTER OF AGREEMENT #11: COLLECTION OF INFORMATION ON  
SCHOLARLY ACTIVITY

The parties agree that disclosure of a faculty member's research and scholarly activity may be requested from the faculty member by the Employer for the purposes of accreditation, program approval, program promotion, or for statistical purposes. The purpose(s) of the disclosure will be stated in the request, and the information obtained thereby will be used only for the purpose(s) for which it was obtained.

LETTER OF AGREEMENT #12: ANNUAL WORKLOAD REPORT

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

LETTER OF AGREEMENT #13: TEACHING SCHOLARS ACADEMIC  
YEAR 2004-2005

For the academic year 2004-05, the University will provide up to two sections of release time for “Teaching Scholars” to provide additional professional development, facilitation and leadership opportunities for instructional faculty.

The Teaching Scholars’ responsibilities will have four components:

- active participation on the Teaching and Learning Centre team
- organization and facilitation of professional development in the area of expertise
- consulting the individuals and/or departmental groups in the area of expertise
- scholarly activity such as conference presentations, articles, etc. in the area of expertise.

Instructional faculty will be invited to apply to the Teaching Scholars selection committee, comprised of two faculty members associated with the Teaching and Learning Centre and one administrator appointed by the Vice-President, Academic. Applicants will be requested to indicate departmental support for their application and provide their semester availability. These positions are not available on an overload status.

Teaching Scholars will be selected for specific areas of expertise. Examples include, but are not limited to, organization of a mentorship or peer coaching program; integrating technology with teaching and learning; internationalizing the curriculum; curriculum development; assessment of learning.

This initiative may continue only if sufficient funding is available and program evaluation supports continuation. This Letter may be extended by mutual agreement of the parties.



#### LETTER OF AGREEMENT #14: LIMITED TERM CONTRACT HIRING

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

##### **Definitions:**

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

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

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

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

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

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

##### **Guidelines:**

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

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

evaluations in the department in accordance with the VIUFA Collective Agreement.

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

LETTER OF AGREEMENT #15: NON-REGULAR SENIORITY

**Definitions:**

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

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

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

**Guidelines:**

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

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

2. LTC Seniority will be tracked separately from Sessional seniority except for the purposes of the Right of First Refusal (ROFR), Article 9.2.2 where the faculty member’s seniority credit value will be the combination of LTC and Sessional seniority (e.g., LTC credits = 0.8, Sessional = 2.0, combined will equal 2.8)
  - If ROFR work is offered and rejected by a non-regular faculty member who has an LTC appointment, that faculty member will not be eligible for ROFR offer as a sessional instructor where the workload offering is the same.
3. When a sessional Instructor is appointed to an LTC position, their sessional seniority will be frozen as of the first day of their LTC appointment until:
  - They obtain other sessional work (within 12 months of the conclusion of their LTC contract),

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

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

LETTER OF AGREEMENT #16: 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
- NURS 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 0.6666 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. Totaling all 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 0.5 of an hour.

Signed March 28, 2013

~~LETTER OF UNDERSTANDING #17: 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 qualification for ‘Counsellor’ can be distinguished from the qualification 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.~~

LETTER OF AGREEMENT #17: SUPPORTING STUDENTS WITH  
COMPLEX ACCOMMODATION NEEDS

A review of the ‘Services Available to Students with a Documented Disability Policy’ (Policy 32.02) will commence in Spring 2024, focusing on academic accommodations for students. VIUFA will be solicited for membership in the committee leading that review. At the conclusion of this committee’s work, VIU agrees to discuss the revised Policy 32.02 at Labour Management and consider workload practices in relation to students with complex accommodation needs.

Expiry: March 31, 2025

LETTER OF AGREEMENT #18: 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.

~~LETTER OF AGREEMENT #19: CLASS SIZE WORKING GROUP~~

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

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

LETTER OF AGREEMENT #19: DETERMINING CHAIR RELEASE

A Joint VIU/VIUFA committee will be formed, with each party to identify up to four Committee members. The goal of the Committee is to develop and assess possible alternatives in determining appropriate chair release. Such recommendations will take into consideration current Collective Agreement provisions and practices. The Committee will submit a written report to the Joint Labour Management Committee. The Committee will complete its work by June 15, 2025.



LETTER OF AGREEMENT #20: WORKLOAD EQUITY

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

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

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

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

~~LETTER OF AGREEMENT #21: LABOUR MANAGEMENT SUB-COMMITTEE ON TRIMESTER MODEL~~

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

~~The mandate of the Committee is to:~~

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

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

LETTER OF AGREEMENT #21: GRADUATE STUDIES SUB-COMMITTEE

It is agreed that a joint VIU/VIUFA committee will be formed to survey the workload and compensation practices and experiences of faculty in relation to course-based/for-credit graduate-level projects -and graduate level teaching.

The Employer and VIUFA will provide an equal number of committee members.

The mandate of the subcommittee will be to document workload and compensation practices and provide a written report to Labour Management with recommendations with respect to consistent practices. The committee's findings may be forwarded to the Education Standards Committee. The committee will complete its work by June 15<sup>th</sup>, 2025.

~~LETTER OF AGREEMENT #22: FIELD SCHOOL SUB COMMITTEE~~

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

LETTER OF AGREEMENT #22: SENIOR UNDERGRADUATE PROJECTS COMMITTEE

It is agreed that a joint VIU/VIUFA committee will be formed to survey the workload, compensation practices and experiences of faculty in relation to course-based/for-credit senior undergraduate projects.

The committee will have equal representation from the Employer and VIUFA.

The mandate of the subcommittee will be to:

- Define various activities that may fall under the category of course-based/for-credit senior undergraduate projects, including Capstone Projects, Senior Research Projects, Independent Projects, Special Projects, Undergraduate Research Projects, Honours Thesis and some projects credited as Directed Studies courses.
- Undertake research to develop recommendations with respect to the foregoing, including possible consolidation of project category names and align compensation practices, consistent with existing Collective Agreement provisions.
- Provide a written report to Labour Management with recommendations in relation to the foregoing.
- Recommend a reporting method on workload related to the supervision of senior undergraduate student projects.

The committee's findings may be forwarded to the Education Standards Committee.

The committee will complete its work by June 15<sup>th</sup>, 2025.

LETTER OF AGREEMENT #23: MEDICAL SERVICES PLAN OF BC

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

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

~~LETTER OF AGREEMENT #24: IT DEPARTMENT POSITIONAL BASED-  
PAY PILOT PROJECT~~

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

~~The Parties agree to the following:~~

- ~~1. The current F1 Scale, incorporating the Labour Market Adjustments where applicable, will be the basis of a six level pay scale (Pay Bands A-F, set out below). All current and identified IT positions will be placed at each appropriate Pay Band.~~
- ~~2. Each Pay Band will have four progressive steps. Each step is a percentage of the current job rate (see below Pay Bands A-F):~~
  - ~~a. Step 1 will normally be used for new hires who meet the posted qualifications of the position.~~
  - ~~b. A full time IT faculty member can normally expect an annual step increment on the basis of experience, as per Article 11.8.~~
  - ~~c. Temporary employees with initial appointments of less than five months will be paid at 75% of the job rate. Temporary employees who are extended beyond five months will receive Step 1. Such employees are not subject to postings and can be filled at the discretion of management, as required. Upon request, VIUFA will receive a report on the number, duration, placements and reasons relating to these positions.~~
  - ~~d. Temporary employees with appointments of more than five months will be paid at Step 1.~~
- ~~3. Temporary employees with initial appointments of less than five months are intended for short-term use in covering vacancies or unanticipated leave backfill.~~
- ~~4. Regular part-time IT faculty will advance through the steps proportional to their appointment.—~~
- ~~5. Step increments will be effective on the first day of the pay period following the date in which the IT faculty member accrued 1.000 FTE in the position they currently hold.—~~

- ~~6. Credentials earned after the hire date will not be considered a reason for a step increment.~~
- ~~7. Current IT faculty members will be placed on the appropriate step based on the number of full time years in the position. If the new step of their position is less than their current salary, they will be placed at the next highest step. If their current rate exceeds Step 4 in their Pay Band they will maintain their current job rate and not be eligible for general wage increases. Their increment date will remain the anniversary date when they started in the position.~~
- ~~8. When an IT faculty member is promoted to another position within IT, either permanently or temporarily, the faculty member will be placed at the next step on the new position's pay scale that is closest to their own without a reduction in pay.~~
- ~~9. When an existing faculty member is assigned to or posts into a lateral position within their current group, the faculty member's step or increment date will not change.~~
- ~~10. New positions created in IT will be placed on the appropriate Pay Band after consultation with VIUFA.~~
- ~~11. All general wage increases will apply to only the job rate (Step 4 of the Pay Band). Steps 1 to 3 and the temporary rate will be recalculated from the increased job rate. Bargained salary increases will not change the faculty member's increment date.~~
- ~~12. Any layoffs in the IT department will occur at the departmental level, as per the Collective Agreement.~~
- ~~13. This pilot will be effective from the date of ratification of the 2019-2022 VIUFA VIU collective agreement.~~

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

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~~Senior DBA~~

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

~~Senior Web Analyst~~

~~Senior Programmer Analyst~~

~~Senior Network/System~~

~~Analyst~~

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

~~Programmer Analyst II~~

~~System/Network Analyst~~

~~Web Developer~~

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

~~DBA~~

	<del>Pay Band</del>
VIUFA IT Group B	-
Step 1 (85%)	<del>\$ 61,775.45</del>

Step 2 (90%)	\$ <del>65,409.30</del>
Step 3 (95%)	\$ <del>69,043.15</del>
Step 4 (current step F1-11)	\$ <del>72,677.00</del>
-	-

Technicians-

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

Programmer Analyst I

#### LETTER OF AGREEMENT #24: DECOLONIZING THE SALARY PLACEMENT PROCEDURE

The parties agree to create a joint VIU - VIUFA committee to support Decolonizing salary placement procedures used to determine initial salary placement for new Indigenous VIUFA employees. Each party will designate three or four members to serve on the committee.

The mandate is to develop recommendations for recognizing meaningful qualifications from outside of colonial structures and institutions, such as service in First Nations governance; Elder status; community leadership experience; recognized cultural expertise (i.e. knowledge keeping); traditional teaching in community; and other non-colonial qualifications held or acquired by Indigenous employees.

Committee recommendations will be provided to the bargaining committees to inform future rounds of collective agreement negotiation. The work of the committee will involve respectful, culturally appropriate dialogue with Indigenous people in parallel with research of decolonization measures in place for salary placement procedures at comparator institutions. The Committee will submit a report with recommendations to Joint Labour Management Committee by June 15, 2026.

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LETTER OF AGREEMENT #25: RELEASE REPORT

The SAWS report outlining releases and teaching assignments shall be made available to the Chief Steward of VIUFA. Should SAWS be replaced, alternative delivery modes for this information will be provided.

For further specificity, SAWS entries for instructional faculty will include:

- a) instructional faculty member workload, including releases; and
- b) releases granted under Article 10.11.4 (Deans' discretionary release), along with the purpose, in the description of the release. Releases will be identified as "Releases under 10.11.4".

LETTER OF AGREEMENT #26: ONE-TIME INVESTMENTS

The parties agree to the following, as a one-time investment, to be spent by March 31, 2025:

- A one-time payment of \$250 to each regular individual faculty member's Professional Development Fund (as set out in Article 12.3.1). This payment will be made April 1, 2024. The cap on PD Funds will be raised to \$3,250 for the duration of 2024/25.
  - The one-time investment of \$68,800 in the establishment of individual time awards of one section each, to be awarded by the VIUFA Assisted Leave Committee in 2024/25 to eligible applicants proposing Scholarship of Teaching and Learning or Pedagogical Development projects.
  - A one-time payment of \$15,000 to VIUFA for dispersal to non-regulars for Professional Development purposes.
  - A one-time payment of \$350 to the Health Care Spending Account (HCSA) of each qualifying VIUFA employee. Payment to be made February 1, 2024. The provision of this one-time addition to the HCSA will be administered on the same basis as ongoing HCSA funding set out in the benefits booklet.
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LETTER OF AGREEMENT #27: WORKLOAD EQUITY – FACULTY OF  
SCIENCE AND TECHNOLOGY

Further to the report of the Workload Equity Committee (March 2022) and LOA #20, the following is the understanding and agreement of the parties with respect teaching workload hours and the use of Teaching Assistants in the Faculty of Science and Technology.

The following changes will come into effect for the 2024/25 academic year and continue thereafter for the duration of this agreement.

**PART A: Workload**

Hours:

Further to Article 10.2.1.2.1 of the collective agreement, the following outlines the maximum teaching hours, including release hours, for the faculty in each department outlined below, commencing in the 2024/25 academic year:

<b><u>Department</u></b>	<b><u>Maximum Teaching Workload Hours</u></b>
<u>Biology</u>	<u>28.5</u>
<u>Computer Science</u>	<u>28.5**</u>
<u>Chemistry</u>	<u>28.5</u>
<u>Earth Sciences</u>	<u>28.5</u>
<u>Fisheries &amp; Aquaculture</u>	<u>28.5</u>
<u>Forestry</u>	<u>28.5</u>
<u>Physics-Engineering</u>	<u>28.5</u>
<u>Mathematics</u>	<u>28.5**</u>
<u>Resource Management and Protection</u>	<u>28.5</u>

\*\*The maximum teaching hours for the departments of Computer Science and Mathematics will also be subject to a separate Letter of Agreement (LOA) incorporating the funding from the 2023 Computer Science expansion. This LOA will be negotiated between the parties by January 31, 2024.

Non-regulars:

1. Budgetary feasibility of the workload, as outlined above, is contingent on continued employment of non-regular faculty, which may include Teaching Assistants, to cover reductions to 28.5 teaching hours.

2. Workload hours assigned to non-regulars, as set out in the table below, do not satisfy the requirement for “ongoing employment” for the purpose of Regularization under Article 9.4.1.1 a).

<b><u>Department</u></b>	<b><u>Hours Exempt from Regularization</u></b>
<u>Biology</u>	<u>24.90</u>
<u>Computer Science</u>	<u>17.49</u>
<u>Chemistry</u>	<u>0</u>
<u>Earth Sciences</u>	<u>6.79</u>
<u>Fisheries &amp; Aquaculture</u>	<u>12.88</u>
<u>Forestry</u>	<u>10.04</u>
<u>Physics-Engineering</u>	<u>0</u>
<u>Mathematics</u>	<u>21.52</u>
<u>Resource Management and Protection</u>	<u>9.14</u>

3. In an effort to avoid negatively impacting the potential earning capacity of non-regular faculty, sessional Instructors may continue to be assigned 32 teaching hours, but for the purposes of regularization, full-time workload will be 28.5 hours.

### **Teaching Hours Bank:**

1. Should a faculty member’s teaching workload, in an academic year, exceed or fall short of what is set out in the table above, the difference will be tracked and banked.
2. A positive or negative balance in a faculty member’s teaching hours bank will not exceed four (4) hours.
3. Any excess above four (4) hours will be paid out as overload except where the Dean and the faculty member agree to continue banking.
4. Notwithstanding paragraph 1, Article 10.3.1 (Overload) will apply to discrete work assignments that are entirely above 28.5 teaching hours.
5. If a faculty member’s appointment ends and the teaching hours bank has a positive balance, the balance shall be paid out to the faculty member.
6. Practice on cancellation of courses after April 30:
  - a. If a faculty member’s assigned workload drops below 28.5 due to the cancellation of a course and further workload is not reassigned to them, neither a positive nor negative balance will accrue.
  - b. If a faculty member’s assigned workload is already below 28.5 and drops further and workload is not reassigned to them, only the original negative balance will accrue.
  - c. If a faculty member’s assigned workload of more than 28.5 remains above 28.5 after a cancellation, the new amount will accrue.

None of the above constitutes a change in practice on reassignment of work after the cancellation of a course.

## **PART B: Teaching Assistants**

Part B applies to the departments of Biology, Chemistry and Fisheries and Aquaculture. Students within these departments, as well as graduate students from other institutions who are formally supervised by regular instructional members of these departments, or recent VIU graduates, may be hired as Teaching Assistants (TAs). TAs will be assigned the work of instructing labs and seminars in Biology, Chemistry, and Fisheries and Aquaculture. The overall responsibility of assigning the final grade in the course remains with the faculty member of record.

The terms and conditions of the work for TAs will be as follows:

1. TAs are VIUFA members and eligible only for the rights and benefits as set out in this LOA, with the exception of the following Articles of the Collective Agreement: 1, 2, 3, 4, 5, 12.7, 12.8, 12.9, 14, and 17 and rights and benefits conferred by legislation. For further specificity, TAs are not eligible for benefits, pension, PD time, or PD funds.
2. TAs will be paid an hourly rate, as set out below in 'TA Wages';
3. The Department Chair and/or Faculty Teaching Assistant Coordinator (FTAC), will determine the required qualifications and final selection of TAs, subject to the approval of the Dean;
4. Performance measures may be used to evaluate TAs. Such measures may be initiated by the Dean, Department Chair, or FTAC.
5. All requests for TAs must be made to the Dean. The courses that may have labs taught by TAs are determined by the department, with the approval of the Dean; such approval will not be unreasonably withheld.
6. Nothing in this agreement prevents departments other than Biology, Chemistry and Fisheries and Aquaculture from requesting TA assistance from the Dean. The provision of TAs in other departments would be subject to agreement of the parties.
7. When a department intends to employ TAs, the Dean, in consultation with the department Chair, will assign FTAC coordination/supervision duties to either:
  - a. A regular instructional faculty member, who supervises TAs will receive 0.33 workload hours of release for each weekly section assigned to the TAs they supervise (a biweekly section will receive 0.165 workload hours); or

- b. An Instructional Support department member, who will devote 3.5 hours per week to workload duties as the FTAC.
8. The number of teaching hours to be delivered by TAs in each academic year will not exceed 45 hours. The number of hours for each department is expected to be: Biology – 20, Chemistry – 13, Fisheries and Aquaculture – 12. No department will be required to vary these hours, although, any department may make a request to the Dean to vary their TA hours. The union will be notified when such requests are received.
9. TA assignments in a department will be eliminated prior to the effective layoff of regular faculty who have rights to work in departments where TAs are utilized.
10. Workload can be reserved for TAs only to the extent outlined in paragraph 8. Other work in the department is subject to Article 9.2.2.

TA Wages:

Teaching Assistants will be compensated on an hourly basis and as follows:

<u>Teaching</u>	
<u>Assistant</u>	<u>2024/25——</u>
	<u>28.00*</u>

\*Should this LOA be subject to renewal, these wages will be subject to GWI in future rounds bargaining.

Part C: General Provisions

1. The term of this agreement will be until July 31, 2025. Either party may revisit the terms upon six months notice to the other party.
  2. Should additional workload savings become available through program and course changes in the Faculty of Science and Technology, the Employer commits to the reinvestment of a portion of those savings to workload equity within the Faculty of Science and Technology.
  3. This agreement is made without prejudice to other practices and collective agreement Articles not specifically outlined herein.
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LETTER OF UNDERSTANDING #28: COST OF LIVING ADJUSTMENT

**Definitions**

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

**COLA**

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

**April 2023**

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

**April 2024**

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.