Yellow highlights = UPDATES from 2007-2010 MOA (PSEA)
Green Highlights = Gara and Janine
Blue highlights = UPDATES from 2010-2012 MOA
Grey Highlights = Updates from 2012-2014 MOA
Teal Highlights = HR changes

COLLECTIVE AGREEMENT

between

VANCOUVER ISLAND UNIVERSITY

and the

VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION

Effective from April 1, 2012 to March 31, 2014

E&OE

TABLE OF CONTENTS

1. PRELIMINARY *1*
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*
1.13 CORRESPONDENCE *4*
2. UNION SECURITY *5*
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*
4. CATEGORIES OF EMPLOYEES *9*
4.1 CLASSIFICATION OF EMPLOYEES *9*
4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES *9*
5. GRIEVANCE PROCEDURES AND ARBITRATION *13*
5.1 GRIEVANCE PROCEDURE - GENERAL *13*
5.2 MEDIATION *14*
5.3 ARBITRATION *15*
6. SENIORITY, PROMOTIONS, HIRING AND LAYOFFS *16*
6.1 PROBATIONARY EMPLOYEES *16*
6.2 CALCULATION OF REGULAR SENIORITY *16*
6.3 JOB POSTINGS AND VACANCIES *19*
6.4 HIRING PROCEDURES *19*
6.5 TRANSFERS *23*
6.6 LAY OFF *25*
6.7 SEVERANCE PAY *30*
6.10 SENIORITY RETAINED *30*
6.11 RECALL *30*
6.13 RETRAINING *31*
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. *32*
6.14 REGISTRY OF LAID OFF EMPLOYEES *32*
6.15 TARGETED LABOUR ADJUSTMENT *35*
7. EVALUATION *38*
7.1 PURPOSE OF EVALUATION *38*
7.2 EVALUATION OF NEW REGULAR FACULTY *38*
7.3 EVALUATION OF FACULTY ON REGULAR APPOINTMENTS *40*
7.4 EVALUATION OF NEW REGULAR NON-INSTRUCTIONAL FACULTY *42*
7.5 EVALUATION OF NON-INSTRUCTIONAL FACULTY ON REGULAR APPOINTMENTS *42*
7.6 EVALUATION OF TEMPORARY FACULTY MEMBER *42*
8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE *43*
8.1 PERSONNEL FILE *43*
8.2 DISCIPLINE *43*
8.3 FORMAL MEETINGS & DISCIPLINARY ACTION *43*

9. RENEWAL OF APPOINTMENT *45*
9.2 APPOINTMENT OF TEMPORARY EMPLOYEES *45*
9.3 LIMITATIONS ON USE OF NON-REGULAR POSITIONS *46*
9.4 CONVERSION OF FACULTY (INSTRUCTIONAL AND NON-INSTRUCTIONAL) TO REGULAR STATUS *46*
10. HOURS OF WORK/WORKLOAD *51*
10.1 ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS *51*
10.2 WORKLOAD *51*
10.3 OVERLOAD *54*
10.4 ASSIGNMENT OF WORKLOAD *56*
10.5 MULTI-CAMPUS TRAVEL *58*
10.7 FACULTY EMPLOYED IN CO-OPERATIVE EDUCATION *59*
10.10 FACULTY ADVISORS *60*
10.11 WORKLOAD RELEASE *61*
11. SALARIES AND ALLOWANCES *67*
11.1 SALARIES *67*
11.2 ALLOWANCES *70*
11.4 INITIAL PLACEMENT ON SALARY SCALE *71*
11.5 ADDITIONAL FORMAL QUALIFICATIONS *78*
11.8 INCREMENTAL ADVANCEMENT ON SALARY SCALE *79*
11.9 MAINTENANCE OF PLACEMENT *79*
12. LEAVE, PAID AND UNPAID, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY *81*
12.2 VACATIONS *81*
12.3 PROFESSIONAL DEVELOPMENT *82*
12.4 ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE) *85*
12.5 SCHOLARLY ACTIVITY *91*
12.6 PURCHASE OF RELEASE TIME *92*
12.8 FAMILY ILLNESS *92*
12.10 MATERNITY, PARENTAL AND ADOPTION LEAVE *94*
12.14 EXCHANGE LEAVE *98*
12.15 GENERAL LEAVE, UNPAID *98*
12.16 PUBLIC DUTIES *100*
12.17 JURY DUTY AND COURT APPEARANCES *101*
12.18 DEFERRED SALARY LEAVE *101*
12.19 SENIORITY ACCRUAL *101*
12.20 RETENTION OF STATUS *101*
13. HEALTH, INSURANCE AND PENSION BENEFITS *102*
13.1 MEDICAL SERVICES PLAN (MSP) *103*
13.2 EXTENDED HEALTH BENEFITS (includes Vision Care and Emergency Travel Assistance) *103*
13.3 DENTAL PLAN *104*
13.4 SPECIFIC BENEFITS *104*
13.5 GROUP INSURANCE *107*
13.6 HEALTH AND WELFARE BENEFITS *107*
13.7 COLLEGE PENSION PLAN *108*
13.15 SUBROGATION *109*
14. PROTECTION OF EMPLOYEES *110*
14.3 DISCRIMINATION AND HARASSMENT *110*
14.4 HARASSMENT *110*
14.5 TECHNOLOGICAL CHANGE *115*
14.6 DISTRIBUTED LEARNING *115*
14.8 COPYRIGHT *116*
14.10 LEGAL INDEMNIFICATION *117*
14.14 ACADEMIC FREEDOM *118*

14.15 RETIREMENT 119
14.22 TEACHING ASSIGNMENTS TO UNIVERSITY ADMINISTRATORS 119
15. GENERAL 120
15.1 FACULTY ROLE IN CURRICULUM AND PROGRAM DEVELOPMENT 120
15.2 EARLY RETIREMENT INCENTIVE 120
15.3 CONTINUATION OF VANCOUVER ISLAND UNIVERSITY FACULTY PRIVILEGES 123
16. HUMAN RESOURCES DATABASE AND JADRC 123
16.1 HUMAN RESOURCES DATABASE 123
16.2 JOINT ADMINISTRATION AND DISPUTE RESOLUTION COMMITTEE (JADRC) 124
16.3 JURISDICTIONAL DISPUTE RESOLVING PROCESS 126
17. INTERNATIONAL EDUCATION 128
17.1 GENERAL 128
17.2 EXPENSES 128
17.3 HEALTH AND WELFARE BENEFITS 128
17.4 EMERGENCIES AND EMERGENCY EVACUATION 129
17.5 ORIENTATION 129
17.6 RETURN 130
..... 132
APPENDIX A: TECHNICIANS' SALARY RATIO ..... Error! Bookmark not defined.
APPENDIX B: VIUFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY 133
APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY 134
APPENDIX D: INITIAL SALARY PLACEMENT FORM TECHNICIANS 136
APPENDIX E: DISPUTE REFERRAL FORM 138
APPENDIX F-1 - REGISTRY OF LAID OFF EMPLOYEES - FORM 1 139
APPENDIX F-2 - REGISTRY OF LAID OFF EMPLOYEES - FORM 2 140
APPENDIX G - MEDICAL TRAVEL REFERRAL BENEFIT 141
APPENDIX H - DENTAL PLAN 144
APPENDIX I – FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 12..8.11 COMPASSIONATE CARE LEAVE 145
LETTER OF UNDERSTANDING: UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1 147
LETTER OF UNDERSTANDING: BARGAINING UNIT DEFINITION 148
INTERIM MEMORANDUM OF AGREEMENT: AREA CHAIRS 149
LETTER OF AGREEMENT: WORKLOAD AVERAGING LEAVE 152
LETTER OF UNDERSTANDING: RENUMBERING OF COLLECTIVE AGREEMENT 153
LETTER OF UNDERSTANDING: UNIVERSITY-COLLEGE PROFESSOR 154
LETTER OF UNDERSTANDING: PRIOR LEARNING ASSESSMENT 155
LETTER OF UNDERSTANDING: SABBATICALS/UPPER LEVEL RELEASE/WORKLOAD 158
LETTER OF AGREEMENT: NEW FLAT RATE FOR INSTRUCTION 161
LETTER OF AGREEMENT: WORKLOAD 162
LETTER OF UNDERSTANDING: UPPER LEVEL RELEASE 164
LETTER OF UNDERSTANDING: SUMMER SESSION COURSES 166
LETTER OF UNDERSTANDING: POLICIES ON RETIREMENT APPRECIATION AND PARKING 167

TOPIC	ARTICLE	PAGE
Academic Freedom	14.14	114
Administrators		
- Selection of	6.4.2	20
- Dean Selection	6.4.2.2	21
- Teaching Assignment	14.22	115
- Rights to a Teaching Position	6.4.2.2.4	22
Administrative Allowance	11.2.1	64
Advisors	10.10	57
Allowances	11.2	64
- Administrative Duties	11.2.1	64
- Travel	11.2.2	64
- Professional Associations	11.2.3	65
Appendix A: Technicians' Salary Ratio		129-130
Appendix B: VIUFA Salary Placement Experience Credit Data Summary		131
Appendix C: Initial Salary Placement Form – Faculty		132
Appendix D: Initial Salary Placement Form – Technicians		134
Appendix E: Dispute Referral Form		136
Appendix F-1: Registry of Laid Off Employees – Form 1		137
Appendix F-2: Registry of Laid Off Employees – Form 2		138
Appendix G: Medical Travel Referral Benefit		139
Appendix H: Dental Plan		142
Appointments:		
- First Regular	6.1.1	15
- Non-Renewal of Regular	7.3.4.3	40
Arbitration	5.3	14
- Power of Arbitrator	5.3.3	14
Area Chairs (Memorandum of Agreement)		145
Assignment of Workload	10.4	53
- Letter of Agreement Class Size Maxima		158
Assisted Leave		

TOPIC	ARTICLE	PAGE
(Professional Development Leave)	12.4	80
- Application	12.4.9(b)(c)(d)	82-83
- Committee	12.4.10	83
- Eligibility	12.4.9(a)	82
- Procedures	12.4.10.3	84
Bargaining Unit Definition (Letter of Understanding)		144
Benefits	13	97
- Dental	13.3	99
- Extended Health (Vision & Emergency Travel)	13.2	98
- Group Insurance (Life and LTD)	13.5	102
- Medical Services Plan (MSP)	13.1	98
- College Pension Plan	13.7	103
- Payment in lieu, temporaries	11.1.4.3	64
- Notification of Changes	13	97
- Specific Benefits (Former Common Agreement)	13.4	99
Benefits		
- Regular Faculty	13(a)	97
- Temporary Instructional Faculty	13(b)	97
- Temporary Non-Instructional Faculty	13(c)	98
Bereavement Leave	12.9	89
Bumping	6.6.7	27
- Definition of	6.6.3.3	25
Calculation of Regular Seniority	6.2	15
Categories of Employees	4	8
Chairs		
- Release Time	10.11.2.2	60
- Selection	10.11.2.1	60
- Non-Instructional	10.2.2.2	51
Change of Assignment	11.4.4	72
Class Scheduling (Timetabling)	10.4.1.1	53
Conforming to Law – Savings Clause	1.12	4

TOPIC	ARTICLE	PAGE
Contracting Out	2.8	7
Conversion to Regular Status	9.4	44
Co-Operative Education	10.7	56
Copyright	14.8	111
- Ownership	14.8.7	112
Correspondence	1.13	4
Curriculum Development	15.1	116
Dean Selection	6.4.2.2	21
Deferred Salary Leave	12.18	96
Definitions	1.4	2
- "Regular"	4.1.1	8
- "Temporary"	4.1.2	8
- "Lay-Off"	6.6.3.1	25
- "Seniority"	6.2.1	15
- "Bumping"	6.6.3.3	25
- "Year"	1.4.13	3
Dental Benefits	13.3	99-100
Dental Plan (Appendix H)		142
Departmental Listing (Chairs)	10.11.2.3	61
Departmental Listing (Seniority)	6.2.8	16
Directed Studies	10.3.4	52
Dispute Referral Form (Appendix E)		136
Disability Benefits	13.4.2	100
Disciplinary Action	8	42
- Termination (Just Cause)	8.2.1	42
- Other Action	8.2.3	42
- Formal Meetings	8.3	42

TOPIC	ARTICLE	PAGE
Discrimination and Harassment	14.3	105
Distributed Learning	14.6	110
Dues	2.2.1 / 2.3	5
Duncan Travel Stipend	10.5	55
Early Retirement Incentive	15.2	116
Senate	10.11.3	62
Electronic Registry (of Laid Off Employees)	6.14.2	30
Emergency Travel Assistance (EHB)	13.2	98
Essential Services	1.7	3
Extended Health Benefits	13.2	98
Evaluation	7	37
- Purpose of Evaluation	7.1	37
- Evaluation of New Regular Faculty	7.2	37
- Evaluation of Faculty on Regular Appointments	7.3	39
- Formative Evaluation	7.3.3	39
- Summative Evaluation	7.3.4	40
- Evaluation of New Regular Non-Instructional Faculty	7.4	41
- Evaluation of Non-Instructional Faculty on Regular Appointments	7.5	41
- Evaluation of Temporary Faculty	7.6	41
Exchange Leave	12.14	93
Faculty Advisors	10.10	57
Family Illness	12.8	87
General Leave, Unpaid	12.15	93

TOPIC	ARTICLE	PAGE
Grievance Procedures General	5.1	12
- Steps / Time Limits	5.1.2	12
- Mediation	5.2	13
- Arbitration	5.3	14
- Powers of Arbitrator	5.3.3	14
Group Insurance	13.5	101
Harassment	14.4	105
Health Insurance Benefits & Pension Benefits	13	97
Hearing Aid Benefit	13.4.1	99
Hiring Procedures	6.4	19
- Administrators	6.4.2	20
- Chairs	10.11.2.1	60
- Chairs, Non-instructional	10.2.2.2	51
- Deans	6.4.2.2	21
- Faculty	6.4	19
- President	6.4.2.3	22
- Vice-President Academic and Vice-President Student Services	6.4.3	23
Home Campus	6.5.3	24
Human Resources Database	16.1	119
Increments	11.8	73
- Additional Formal Qualifications	11.5	72
Instructional and Non-Instructional Employees	4.2	8
Insurance (Group Life and LTD)	13.5	102
Internal Transfer	6.5.1	23
International Education	17	125
- General	17.1	125
- Expenses	17.2	125
- Health & Welfare Benefits	17.3	126
- Emergencies & Emergency Evacuation	17.4	126
- Orientation	17.5	127
- Return	17.6	127

TOPIC	ARTICLE	PAGE
Job Postings	6.3	19
Joint Administration & Dispute Resolution Committee (JADRC)	16.2	122
Joint Committee on Benefits Administration	13.6	102
Jurisdictional Dispute Resolving Process	16.3	122
Jury Duty and Court Appearances	12.17	96
Labour Adjustment Strategies	6.15.2	35
Lay-Off	6.6	24
- Definition of	6.6.3.1	25
- Equal Regular Seniority	9.4.1.3(b)	46
- Reasons for	6.6.1	24
- Process and Notice	6.6.6	26
- Bumping	6.6.7	27
- Seniority Retained	6.10	29
- Severance Pay	6.7	28
- Recall	6.11	29
- Registry of Laid Off Employees	6.14	30
- Retraining	6.13	30
Leave for Association & FPSE Positions	2.6	6
Leaves of Absence		
- Adoption (Maternity and Parental)	12.10.2.8	90
- Assisted Leave	12.4	80
- Bereavement	12.9	89
- Deferred Salary	12.18	96
- Exchange	12.14	93
- Family Illness	12.8.9	88
- FPSE	2.6	6
- General Leave, Unpaid	12.15	93
- Maternity	12.10.1	89
- Maternity and Parental Adoption	12.10.2.8	90
- Parental	12.10.2 / 12.10.3	89-90
- Political (Public Duties)	12.16	95
- Retention of Status	12.20	96
- Seniority Accrual	12.19	96

TOPIC	ARTICLE	PAGE
- Sick Leave	12.8.2	88
- University Committees	2.6.3	6
- Union	2.6.4	6
Legal Indemnification	14.10	113
Letters of Understanding/Agreement		
- Unconventional Instruction		143
- Bargaining Unit Definition		144
- Area Chairs		145
- Workload Averaging Leave		148
- Renumbering of Collective Agreement		149
- University-College Professor		150
- Prior Learning Assessment		151
- Addendum to LOA re Prior Learning Assessment		153
- Sabbatical/Upper Level Release/Workload		154
- New Flat Rate for Instruction		157
- Workload – Class Size Maxima		158
- Upper Level Release		160
- Summer Session Courses (Grandparented Temporary)		162
- Policies on Retirement Appreciation and Parking		163
Long Term Disability *(Specific Benefits*)	13.4/13.5	99-102
VIUFA Membership	2.1	5
	2.2.2	5
Maternity Leave	12.10.1	89
Maternity and Parental Adoption	12.10.2.8	90
Mediation	5.2	13
Medical Benefits	13	97
Medical Travel Referral Benefit (Appendix G)		139
Multi-Campus Travel	10.5	55
Negotiating a New Agreement	1.6	3
No Other Agreement	1.9	4

TOPIC	ARTICLE	PAGE
Non-Instructional Faculty (see also Technicians)		
- Chairs	10.2.2.2	51
- Evaluation	7.4	41
- Probationary Period	6.1.1	15
- Professional Development Time	12.3.2	79
- PD Time, Temporary Entitlement	12.3.1.1	79
- Leave Committee Membership	12.4.10.1c	83
- Length of Assignment	10.1.3.1	49
- Length of Contract (Temporary)	9.2.3	44
- Regularization of Positions	9.4	44
- Right of First Refusal	9.2.2	44
- Salary Placement		
Minimum Initial (Education)	11.4.1.5	65
Counsellors (Experience)	11.4.1.7c	68
Librarians (Experience)	11.4.1.7d	70
Technicians (Experience)	11.4.1.7e	70
- Unpaid Leave	12.15	93
- Vacation (Regular)	12.2.1/12.2.5/12.2.6	76-77
- Vacation (Temporary)	12.2.7	77
- Workload	10.2.2	51
Non Renewal of Appointment		
- Two Year Appointment	7.2.1	37
- Unsatisfactory Performance (Formative Evaluation)	7.2.7	38
	7.3.3	39
Office Hours	10.2.1.2.3	50
Outside Teaching and Non-Teaching Assignments	10.4.5	55
Overload Pay	10.3.1	51
Parental Leave	12.10.2	89
Pay Periods (Biweekly)	11.1	63
- Direct Deposit	11.1.1	63
Pension Plan	13.7	103
Personnel File	8	42

TOPIC	ARTICLE	PAGE
Political Leave (Public Duties)	12.16	95
Powell River		
- Travel Stipend	10.5	55
Probationary Status	6.1	15
Professional Development	12.3	77
- Funds (Regular Employees)	12.3.1	77
- Funds (Temporary Employees)	12.3.1.1	79
- Funds (Assisted Leave)	12.3.1(c)	79
- Assisted Leave	12.4	80
Professional Responsibilities	10.2.1.2.3	50
- Attendance Christmas to New Year's	10.1.2.3	49
Provincial Salary Scale:		
- Appendix A	11.9.1	73
- Secondary Scale	11.9.2	73
- Maintenance	11.9.3	74
- Calculation of Pay	11.9.4	74
- Overload	11.9.5	74
Public Duties	12.16	95
Purchase of Release Time	12.6	87
Recall	6.11	29
Recruitment (see Hiring)		
Registry of Laid Off Employees:	6.14	30
- Electronic Posting	6.14.1	30
- Electronic Registry	6.14.2	31
- Applying for Available Positions	6.14.3	32
- Rights for Registrants	6.14.4	33
Registry of Laid Off Employees – Form 1 (Appendix F-1)		137
Registry of Laid Off Employees – Form 2 (Appendix F-2)		138
Regularization of Positions	9.4	44
Release Time		
- Co-ordinators (Chair)	10.11.2.2	60

TOPIC	ARTICLE	PAGE
- Senate	10.11.3	62
- Scholarly Activity	12.5.2	86
- Upper Level	10.11.1	58
- Banking of Upper Level Release	10.11.1.1	58
- VIUFA Positions	2.6	6
- FPSE Positions	2.6	6
- Other (Discretion of Deans)	10.11.4	62
Research & Scholarly Activity		
- Committee	12.5.4	86
- Grants	12.5.4.1(a)	86
Retirement		
- Normal	14.15	115
- Early	15.2	116
- Policies on Retirement Appreciation and Parking	LOU	163
Retraining	6.13	30
Right of First Refusal	9.2.2	44
- Regular Faculty Member on Lay-Off	6.11.4	29
- Regular Part-Time	9.2.2	44
- Grandparented Part-Time Appointments	L of U	162
Salary		
- Appeals	11.4.3	72
- Increments	11.8	73
- Overload	10.3	51
- Placement	11.4	65
- Faculty	11.4.1	65
- Technicians	11.4.2	71
	11.4.1.7(e)	70
- Regular Part-time	11.1.2	63
- Temporary	11.1.4.2	63
- Temporary faculty, grandparented	11.1.4.4	64
	L of U	162
- Schedule/Scale - Faculty	11.1.1	128
- Schedule/Scale – Technicians	11.1.1	1290130
- Special Session	10.3.2	51
- Summer Schedule	10.3.2	51
- Field Studies	11.1.4.2	63
- Initial Salary Placement Form – Faculty	Appendix C	132
- Initial Salary Placement Form – Technicians	Appendix D	134

TOPIC	ARTICLE	PAGE
Scholarly Activity	12.5	86
- Upper Level Release Banking	10.11.1.1	58
- Temporary Faculty	12.5.4	86
- Research & Scholarly Activity Committee	12.5.4	86
Secondment (Internal Transfer)	6.5.1	23
Security (Union)	2	5
Seniority		
- Definition of	6.2.1	15
- Regular	6.2	15
- Principle	6.6.4	25
- Transfer of	6.10	29
- Temporary	9.4.1.3	46
Seniority Group		
- Assignment to	6.2.5	16
- More than one group	6.2.6	16
- Seniority Groups	6.2.8	16
Senior Project	10.3.5	52
Severance Pay	6.7	28
Sick Leave	12.8	87
- Regular Employees	12.8.2	88
- Temporary Employees	12.8.3	88
- Bank	12.8.4-9	88
Singular and Plural	1.5	3
Special Session		
- Workload	10.2.1.2.2	50
Student Service Specialists	4.2.2.1.1c	10
Subrogation	13.15	104
Summer Session	10.3.2	51
- Right of 1st Refusal for Grand-parented Temporary	L of U	162

TOPIC	ARTICLE	PAGE
Suspension (Other Disciplinary Action)	8.2.3	42
Targeted Labour Adjustment	6.15	34
- Strategies	6.15.2	35
Teaching Assignments to Administrators	14.22	115
Technicians		
- Categories	4.2.2.1	9
- Chairs	10.2.2.2	51
- Evaluation	7	37
- Probationary Period	6.1	15
- Professional Development Time	12.3.2	79
- PD Time, Temporary Entitlement	12.3.1.1	79
- Leave Committee Membership	12.4.10.1c	83
- Length of Assignment	10.1.3.1	49
- Length of Contract (Temporary)	9.2.3	44
- Salary Placement		
Experience	11.4.1.7e	70
Education	11.4.2	71
- Split Appointments Placement	11.4.2.2	71
- Unpaid Leave	12.15	93
- Vacation (Regular)	12.2.6	77
- Vacation (Temporary)	12.2.7	77
- Workload	10.2.2.1	51
Technological Change	14.5	110
Temporary Appointments, Faculty	9.2	44
- Grand-parenting of Pro-Rata Status	11.1.4.4	64
- Temporary	4.1.2	8
- Interview for Regular Position	6.4.1.5	19
- Regularization of Positions	9.4	44
- Continuation of Faculty Privileges	15.3	119
Timetabling	10.4.1.1	53
Travel		
- Allowances	11.2.2	65
- Multi-Campus Travel	10.5	55
Tuition Fee Waiver	12.3.3	79

TOPIC	ARTICLE	PAGE
Unassisted Leave	12.15	93
Unconventional Instruction	10.2.1.2.1	50
- Letter of Understanding		143
Undergraduate Research Project	10.2.1.2.4	50
Union Security and Recognition	2.1 / 2.2	5
Upper Level Release	10.11.1	58
- Banking/Grouping	10.11.1.1	58
Vacation		
- University-College Professors	12.2.1	76
- Vacation Exchange	12.2.2	76
- Regular Non Instructional	12.2.2	76
- Faculty Advisors	12.2.5	76
- Technicians	12.2.6	77
- Co-Operative Education	10.7.5-6	56
- Temporary Non Instructional	12.2.7	77
Vision Care (Extended Health)	13.2(b)	98
	13.4.1(b)vi	100
Workload		
- Assignment of	10.4	53
- Committee	10.4.2	54
- Directed Studies	10.3.4	52
- Field Studies	10.3.3	52
- Limitations	10.2.1.2	49
- Non-Instructional Faculty	10.2.2	51
- Overload	10.3	51
- Senior Project	10.3.5	52
- Special Session	10.2.1.2.2	50
- Summer Session	10.3.2	51
- Temporary Faculty, workload limitation	10.2.1.2.1	50
- Timetabling	10.4.1.1	53
- Undergraduate Research Project	10.2.1.2.4	50
- Uneven Annual Workload	9.4.1.2	46
- Upper Level Release	10.11.1	58

1. PRELIMINARY

1.1 PREAMBLE

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

(Note: Language negotiated at a sectorial bargaining process is presented in italics.)

1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE

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

Gara Pruesse , Chair
Vancouver Island Faculty Association Negotiating Committee

Mike Brown, Chair
Vancouver Island University Board

Marni Stanley , President
Vancouver Island Faculty Association

Ralph Nilson, President Vancouver Island University

Dr. John Bowman, PSEA Chair,
Board of Directors

1.4 DEFINITIONS

1.4.1 "Association" means the Vancouver Island Faculty Association.

1.4.2 "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.

1.4.3 "Collective Agreement" means the combination of provisions of the former Common Agreement dated March 30, 2001 with local provisions that constitute a collective agreement between Vancouver Island University and the Association.

1.4.4 "C.U.P.E." means the bargaining unit within Vancouver Island University which is represented by local of the Canadian Union of Public Employees.

1.4.5 "Dean" means the Appropriate Dean, Director, or Senior Administrator.

1.4.6 "*Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established under Article 16.2.*

1.4.7 "Joint Labour-Management Committee" means a committee formed by the parties with equal representation from the Association and the Employer.

1.4.8 "VIUFA" means the bargaining unit within Vancouver Island University which is represented by the Vancouver Island Faculty Association.

1.4.9 "Ministry" means the Ministry that includes responsibility for Vancouver Island University.

1.4.10 "Post-Secondary Employers' Association" or "PSEA" means the Employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

1.4.11 "University" means Vancouver Island University as the employer.

1.4.12 "Vice-President" means the Appropriate Vice-President.1.4.13 Year:

"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[1] of all research animals[2] 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, the matter will be referred to the CCAC for final and binding resolution by the Council.

---

[1] Proper care implies provision of appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care appropriate.

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

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.

1.13 CORRESPONDENCE

All correspondence relating to matters covered in this Agreement from the Association or a representative of the Association to any administrator (including a Chair or equivalent) shall be copied to the Executive Director of Human Resources.

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 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 F2 Salary Schedule or a Technician position which should be placed on the F1 Salary Schedule in Article 11.1.1 . In the event the parties cannot agree as to whether the new position is a Faculty position appropriate for placement on the F2 Salary Schedule or a Technician position appropriate for placement on the F1 Salary Schedule, 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 his/her 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 his/her 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 her/him from attending meetings of a University committee to which she/he has been elected or appointed, will be granted a leave of absence from her/his 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 the 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 he/she would have received, had he/she remained in his/her usual position at the University College. The faculty member shall be given his/her full seniority credits for the period of his/her release leave.

2.8 CONTRACTING OUT

The University will not contract out:

(a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or

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

4. CATEGORIES OF EMPLOYEES

4.1 CLASSIFICATION OF EMPLOYEES

For the purpose of identification within this agreement only, the terms "Regular Faculty Member" and "Temporary Faculty Member" are defined in Articles 4.1.1 and 4.1.2, and the primary areas of responsibility of the "Professor", "Instructor" and "Non-instructional Faculty Member" are set out in Articles 4.2.1 and 4.2.2.

4.1.1 Regular Faculty Member

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

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

4.1.2 Temporary Faculty Member

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

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

4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES

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

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

4.2.2.1 Categories of Technicians

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

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

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

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

a) Laboratory demonstrators and classroom assistants

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

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

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

b) Information Technologists

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

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

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

c) Student Service Specialists

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

i) organize and administer training and employment related field placements for students in situations where status or specialized disciplinary knowledge is essential for the success of the placement program; or

ii) implement programs and advise students in specialized ways that can affect the ability of students to complete programs successfully; or

iii) serve as an Elder; or

iv) serve as a simultaneous Interpreter for the Deaf. A person serving as a simultaneous Interpreter for the Deaf who has successfully completed a two year Diploma Program from a recognized educational institution or equivalent shall be a member of the VIUFA bargaining unit.

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

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 Chair of the Committee of Personnel Stewards shall provide the grievance in writing, including the proposed remedy, to the Executive Director of Human Resources. The Chair of the Committee of Personnel Stewards 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 Chair of the Committee of Personnel Stewards may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor and the Executive Director of Human Resources who shall endeavour to settle the grievance. The Employer shall have ten (10) days to provide a written response.

Step 3

Failing a resolution at Step 2, the Chair of the Committee of Personnel Stewards may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor, the applicable Vice-President and Executive Director of Human Resources 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 Chair of the Personnel Stewards 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.

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 anytime.

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 ARBITRATION

5.3.1 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.

5.3.2 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.

5.3.3 **Powers of Arbitrator**

5.3.3.1 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.

5.3.3.2 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 temporary 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 on a temporary contract, the time served under the temporary contract shall be counted towards the faculty member's seniority to a maximum of 0.125 credits less than the regular seniority credits of the regular faculty member(s) with the least seniority in the seniority group(s) as of the last day of the biweekly pay period ending immediately prior to the effective date of the regular contract providing the regular contract commences within ten months of the last temporary 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 member shall include assignment to a seniority group.

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. 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, courses, programs or services will be assigned to a seniority group at the time of appointment 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:

Access Services	Geography
Accounting	History
American Sign Language Interpreters	Horticulture
Anthropology	Hospitality Management
Art and DesignBA Degree Advisor	International Education Student Advisor
Baccalaureate Nursing	Japanese
Biology	Law
	Liberal Studies
Campus Career Centre	Library
Centre for Innovation and Excellence in Learning	Management
	Marketing
Chemistry	Mathematics
Child & Youth Care	MBA Hertfordshire
Chinese	Media Services
Classics, Philosophy & Religious Studies	Media Studies
	Music
Community Support Worker	Physical Education

Computer Support Computing Science Counseling Creative Writing and Journalism Criminology Dental Hygiene Early Childhood Education and Care Earth Sciences Economics Education Educational Advisor Educational Counseling English Finance First Nations Elder First Nations Student Services First Nations Studies Fisheries & Aquaculture Forestry French	Physics Political Science Practicum Liaison, Health Programs Practicum Liaison, Human Services Programs Psychology Quantitative Methods Recreation Administration/Tourism Recruitment Research Chair Resource Management Officer Technology Social Work Sociology Spanish Student Financial Services Theatre Women's Studies Writing Centre University Affairs

6.2.8.1 Additions, deletions, or changes may be made to the agreed upon list of seniority groups by mutual agreement of the parties to this agreement.

6.2.9 The Seniority list for Article 6.2.6 shall be published yearly by November 30. Copies of the seniority lists shall be sent to the Deans and the Association's President and Chief Personnel Steward of the Association on or before the respective deadlines. Appeals of placement on these lists can be made through the Committee of Personnel Stewards of the Association within ninety days of circulation. Disputes shall be resolved by a joint committee consisting of the Chief Personnel Steward of the Association, President of the Association, the appropriate senior administrator and the Executive Director of Human Resources.

6.2.10 A flagging mechanism shall be employed to indicate any faculty member who has seniority accumulation different from the difference between the faculty member's date of original appointment and the date of the seniority lists.

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(s) Academic and, where appropriate, the Vice President of Administration and Finance.

6.4.1.2 "The appropriate senior administrator(s)" shall refer to the Dean(s), or Director(s), or Regional Campus Academic Administrators(s) who take(s) the responsibility designated in Article 6.4.1.6.

6.4.1.3 Where a position to be filled is a regular position, the appropriate senior administrator 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 temporary.

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

6.4.1.6 The appropriate senior administrator(s) shall be responsible, in cooperation with a Selection Committee consisting of her/himself, 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 senior administrator(s), the appropriate Vice President and the appropriate department(s) or service group(s).

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

6.4.1.6(a) A temporary 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.

6.4.1.7 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 he/she approves, shall recommend to the President that the formal offer of appointment be made. Dissenting views shall accompany recommendations of the appropriate senior administrator(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 temporary faculty, the responsibilities identified for the Vice President may be carried out by the appropriate senior administrator(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 President(s) Academic, Deans, Executive Directors, 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 a Vice President a Selection Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.

6.4.2.2 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.

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

6.4.2.2.3 The selection committee for an Academic Administrator will have a minimum of one Association Member on it providing that that Academic Administrator supervises at least one VIUFA bargaining unit member. If the Academic Administrator also supervises members of the BCGEU, then there shall be at least one member of the BCGEU on the selection committee. There shall be at least one member of CUPE on the selection committee. At least two thirds of the selection committee membership shall be selected by and from the unionized employees supervised by the Academic Administrator. The percentage of Association members on the selection committee shall not be less than two thirds multiplied by the percentage of employees supervised by the Academic Administrator who are members of the VIUFA

Bargaining Unit in that specific Faculty. The selection committee shall be chaired by the person to whom the Administrator reports.

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 his or her appointment providing that the duration of that appointment, including renewals, is at most 10 years.

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 he or she is qualified to teach in that department.

d) When an Academic Administrator completes his or her term(s), if he or she wishes to assume a faculty position, a regular position in his or her 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, he or she has the right to return to his or her 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. For an Academic Administrator to be renewed, that Academic Administrator must receive at least 60 percent approval of those casting a ballot in a secret ballot of the employees supervised by the Academic Administrator. The ratification vote shall be conducted by secret paper ballot, and either party may scrutinize the ratification vote. The vote shall happen only after at least one week's notice is given. The results of the ratification vote, including the number of eligible voters, spoiled ballots, and affirmative votes, will be published.

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 the Provost and Vice-President Academic ~~and Vice-President of Student Services~~

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 exclusive of those faculty members who may be appointed by the University. In addition, the VIUFA President or designate shall be appointed to the selection committee.

6.5 TRANSFERS

6.5.1 Internal Transfer

6.5.1.1 "Internal Transfer" means transfer

either to an excluded position or to a position within another bargaining unit at the University.

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

6.5.1.3 Upon completion of the internal transfer, 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.

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

6.5.1.5 The University shall not use reassignment or internal transfer for the purpose of attempting to circumvent its obligation under the Collective Agreement.

6.5.2 In the case where a faculty member works within more than one seniority group he or she shall be considered to be on loan from that seniority group consistent with the member's original appointment and he or she shall revert back to that group when the assignment in the other unit he or she is filling is terminated.

6.5.3 Home Campus

Within this agreement home campus shall refer to the campus at which a regular faculty member was originally appointed to undertake the majority of his/her designated duties. A regular faculty member may have his/her home campus changed only on the consent of that faculty member and agreement of the appropriate Senior Administrator. The Chief Personnel Steward of the Association shall be informed of any transfer of home campus prior to that transfer. Compensation for transfer of home campus shall be as stated in Article 6.5.4.

6.5.4 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 8.

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 8.2.1.

6.6.5.4 On or before October 15th 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 15th give notice to the Association if it is expected

that the budgetary shortfall will precipitate faculty layoffs. ~~The Association can, by January 15th, make a presentation to the Vice-President Academic & Provost outlining alternatives to the potential 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 15th, 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 his/her 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 senior 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 his/her 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. 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, she or he 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 his/her 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 his/her 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 he/she is qualified. The right of recall shall extend for twenty-four (24) months from the date of lay off. The obligation for notice of recall shall be by registered mail to the last provided address, with a twenty working day waiting period from the date of mailing.

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

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

6.11.4 A faculty member who has been laid off and who, during their recall period, receives a temporary assignment shall be appointed on a temporary basis.

That faculty member shall have the right of first refusal for any temporary work for which s/he is qualified within his/her department,

up to the level of his/her regular workload prior to lay off, before any part-time regular faculty member in that department exercises the right of refusal for the available temporary work.

At the end of the recall period all regular and temporary seniority shall be converted to temporary 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 she/he becomes 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 she/he becomes 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 (1) 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 his/her 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 she/he is 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 she/he is 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, she/he will have his or her 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 his or her 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 him or her 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 intent of these procedures is to maintain excellence of instruction at the University, to provide the means whereby less than satisfactory professional performance (except those performance concerns which are dealt with through the disciplinary process) can be recognized and remedied, and, in general, to provide information on faculty effectiveness.

7.2 EVALUATION OF NEW REGULAR FACULTY

7.2.1 New faculty shall receive an initial two-year appointment and shall be on probation during this period. A Formative Evaluation will be completed by no later than the end of the first year. A Summative Evaluation will be completed by the end of the probation period.

7.2.2 The primary professional responsibilities of the Professor/Instructor are to prepare and to teach courses and programs within his or her area of competence, and to tutor, advise and evaluate students. As well, all faculty are required to fulfill the following core duties:

a) maintain posted office hours and be available to meet with individual students at other mutually agreed upon times;

b) provide additional assistance to students in areas such as study skills, academic advising, special events, as well as recruitment and admission of students;

c) remain current in his or her field;

d) demonstrate participation in professional development and/or scholarly activity;

e) participate in departmental and institutional activities.

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

a) Classroom observations. The timing of the classroom

observations shall be subjected to agreement between the faculty member and the Appropriate Senior Administrator.

b) Where applicable, interviews with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than five (5) students. The faculty member may send an observer to the interviews.

c) Review of course materials.

d) Discussion with Department Chair.

7.2.4 If in the summative evaluation, the Appropriate Senior Administrator determines that a faculty member's overall performance is unsatisfactory, the Appropriate Senior Administrator may invoke the terms of Article 7.2.7 or may indicate that the faculty member will be required and assisted to address the areas identified in the evaluation as requiring improvement by a development program specifically designed for the member. This program, as well as the timetable for implementing it, will be determined through a meeting between the faculty member and the Appropriate Senior Administrator. The faculty member may elect to invite an 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 given an ongoing appointment.

7.2.7 If at the end of the two-year probationary appointment or extended probationary appointment the faculty member's performance is determined by the Appropriate Senior Administrator to be unsatisfactory, the appointment will be terminated.

7.2.8 Nothing in this provision prevents the early termination of a

probationary appointment for reasons of professional unsuitability/incompetence.

7.3 EVALUATION OF FACULTY ON REGULAR APPOINTMENTS

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

7.3.2 The following procedures will apply to a faculty member for whom an evaluation procedure is initiated pursuant to Article 7.3.1 above:

a) The faculty member will be advised by the Appropriate Senior Administrator that a professional concern(s) has (have) arisen and that an evaluation procedure will be initiated. The faculty member will be given a summary description of the nature of the professional concern(s) that has (have) given rise to the evaluation procedures pursuant to Article 7.3.1.

b) The Appropriate Senior Administrator will identify suggestions and/or resources which the faculty member may access or utilize in an effort to address the professional concern(s) giving rise to the invoking of the evaluation procedures pursuant to Article 7.3.

c) The Appropriate Senior Administrator shall, at the end of the semester in which the notice was given pursuant to Article 7.3.2 a) above, consider whether or not the faculty member has sufficiently addressed the professional concern(s). If the Appropriate Senior Administrator determines that there is no longer any professional concern(s) a Formative Evaluation pursuant to Article 7.3.3 will not be required.

7.3.3 Formative Evaluation

a) Commencing in the semester next following the semester in which notice was given to initiate evaluation procedures under Article 7.3.1 a Formative Evaluation will be conducted. The intent of this evaluation is to be formative and will identify areas requiring improvement. This evaluation will be concluded after two semesters of teaching following the semester in which the evaluation procedures were initiated in Article 7.3.2.

b) The evaluation pursuant to Article 7.3.3 will be based on the professional responsibilities outlined in Article 7.2.2 and assessed in accordance with Article 7.2.3. By agreement between the faculty member and the Appropriate Senior Administrator, the above may be supplemented by compendia of activities compiled by the faculty member and the Appropriate Senior Administrator.

c) The Formative Evaluation will conclude with a meeting with the faculty member in which the faculty member will provide to the Appropriate Senior Administrator a proposed performance improvement plan addressing the areas requiring improvement. The faculty member may elect to invite an Association Shop Steward or a colleague chosen by the faculty member. This proposed plan shall be reviewed and every effort shall be made by those in attendance to provide input to the Appropriate Senior Administrator in the development of a performance improvement plan specifically designed for the faculty member, which shall be mutually acceptable to the Appropriate Senior Administrator and the faculty member. The faculty member shall not unreasonably refuse such agreement.

7.3.4 Summative Evaluation

7.3.4.1 A Summative Evaluation shall be commenced in the first semester in which he or she is teaching following the conclusion of the evaluation referred to in Article 7.3.3 above. This evaluation shall be concluded in the second semester following the semester in which the evaluation pursuant to Article 7.3.3 was concluded.

7.3.4.2 The basis of the Summative Evaluation shall be the same as outlined in Article 7.3.3 (b) above.

7.3.4.3

a) If the Summative Evaluation results in a satisfactory assessment the faculty member will continue with his or her ongoing appointment.

b) If the Summative Evaluation results in an unsatisfactory assessment the faculty member's appointment shall be terminated.

7.4 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 EVALUATION OF NON-INSTRUCTIONAL FACULTY ON REGULAR APPOINTMENTS

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

All of Article 7.3 shall also apply except for 7.3.3 (b). Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant supervisor's assessments based on relevant job related activities shall constitute the basis of the evaluation process.

7.6 EVALUATION OF TEMPORARY FACULTY MEMBER

A temporary faculty member may be evaluated at the Appropriate Senior Administrator's discretion or upon the request of the Program Coordinator or Department Chair.

Evaluation shall be carried out using methods appropriate to the particular assignment. (See Articles 7.2 and 7.4)

8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

8.1 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 his/her personnel file.

8.2 DISCIPLINE

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

8.2.2 The President or his 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 his/her right to seek the assistance of the Association.

8.2.3 Other Disciplinary Action

8.2.3.1 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.

8.2.3.2 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.

8.2.3.3 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 provided there has not been a further infraction.

8.3 FORMAL MEETINGS & DISCIPLINARY ACTION

8.3.1 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.

8.3.2 Any alleged non-compliance with Article 8.3.1 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.

9. RENEWAL OF APPOINTMENT

9.2 APPOINTMENT OF TEMPORARY EMPLOYEES

9.2.1 Seniority of Temporary Faculty

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

9.2.2 Accrual and Available Work

This clause applies to both non-instructional and instructional faculty.

9.2.2.1 Additional available work in the same department will be offered, on the basis of seniority, first to qualified regular faculty on lay-off who have recall rights under Articles 6.11.1 and 6.11.4 and then to qualified regular faculty who have less than full workloads. If there are two or more regular faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5.

9.2.2.2 Subject to paragraph 9.2.2.1 above, additional available temporary work in the same department will be offered, on the basis of seniority, to qualified temporary faculty who have received satisfactory teaching evaluations pursuant to Article 7.6, provided that, notwithstanding articles 9.4.3 and 9.4.4 the additional work will not result in the temporary faculty becoming eligible for regularization pursuant to Article 9.4.1. If there are two or more temporary faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5.

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

9.2.4 Additional available temporary work in Powell River will be offered on the same basis as paragraphs 9.2.1, 9.2.2.1, 9.2.2.2 and 9.2.3 above, to faculty having done work for the University at Powell River within the preceding twelve months. Additional available temporary work on Vancouver Island will be offered on a seniority basis to faculty having done work for the University on Vancouver

Island within the preceding twelve months, using the processes in paragraphs 9.2.1, 9.2.2.1, 9.2.2.2 and 9.2.3.

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

9.3 LIMITATIONS ON USE OF NON-REGULAR POSITIONS

9.3.1 In those instances where the ongoing workload is sufficient, the University shall normally (and when budget permits) recruit and appoint regular, rather than temporary 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.

9.4.1 Regularization of Temporary Faculty

9.4.1.1 Eligibility Requirements

A temporary pro rata faculty member shall be entitled to be converted to regular status where the temporary pro rata faculty member has worked not less than two consecutive academic years immediately preceding regularization with an annual workload of fifty percent (50%) or greater with work in each of the fall and spring semesters in each of those two consecutive academic years, provided:

a) There is a reasonable expectation of ongoing employment for which the 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 fall and spring semesters 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.

The academic year is deemed to commence August 1 and may 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 semesters;
v) Courses taught outside the normal fall and spring semesters unless the course is required and designated to be taught in special session in the official program outline 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.

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

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

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

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

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 temporary faculty member believes that the regularization

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

9.4.5 In addition, the Vice-President Academic and Research will meet with the VIUFA Chief Personnel Steward by no later than March 31st 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.

10.1.2 Professors

10.1.2.1 The instructional assignment for the academic year normally consists of approximately eight months. In addition to this instructional assignment, Professors shall normally (except under Article 12.2.3) spend two months on campus engaged in the preparation and review of courses, the interviewing of prospective students, professional development, the ordering of supplies and equipment, and other non-instructional activities of the University. 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 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.

10.1.3 Non-Instructional Faculty Members

10.1.3.1 The length of assignment for non-instructional faculty members shall normally be eleven months. However, for counsellors, librarians and librarians - Media Services the length of assignment shall normally be ten months.

10.2 WORKLOAD

10.2.1 Workload for Regular 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 temporary faculty member shall be required to accept a workload higher than as specified in Article 10.2.1.2.

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

10.2.1.2.3 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 Undergraduate Research Project

With the permission of the Dean and the Department, a faculty member may supervise an undergraduate research project. A faculty member who supervises an undergraduate research project shall be credited with 1/32nd of an annual workload for each student undergraduate research project.

10.2.1.2.5 Team and Shared Teaching

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

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

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

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

course shall be credited with 0.2 of a course.

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

10.2.2 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 Regional Campus Principal 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 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 faculty member who works an overload in a given year shall receive no less than either:

i) the pro-rated salary for the overload based on the Salary Scale or the secondary scale on which the employee is placed, or,

ii) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

b) A regular faculty member teaching Summer Session (Article 10.3.2) or Field Schools (Article 10.3.3) shall be paid in accordance with Article 11.1.4.2.

c) A temporary faculty member with a workload in excess of that

specified in Article 10.2.1.2 shall be paid for the additional workload in accordance with Article 11.1.4.2.

10.3.2 Summer Session

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

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

10.3.3 Field Schools ~~Studies~~

A regular 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 two-hundred and fifty dollars ($250) per semester for each Directed Studies student for a 3 credit course.

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

The Dean will identify Directed Studies on the workload report.

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

10.4.1.1 Timetabling

The following limits shall be placed on the times that a Professor/Instructor would be expected 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 child care commitments, and where the University-College Professor/instructor makes a written request, the University shall make every effort to ensure that University-College Professor/instructor has no classes scheduled before 9:00 am.

10.4.1.1.3 Professors/Instructors shall be entitled to a minimum of one continuous hour of unscheduled time in the period between 11:30 and 14:30.

10.4.1.1.4 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, and 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 University-College Professor/instructor with a third day off during the week.

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

10.4.2 Within two weeks of the commencement of a term, the Academic Administrator shall forward to the Association workload reports for all faculty who work in that administrator's area. The Chief Personnel Steward or a designate shall, within two weeks following the receipt of

the workload reports, meet with the Academic Administrator responsible to review the workload allocations.
The Committee shall present to the Dean, in writing, any concerns about faculty workload. A final report, inclusive of any changes made by the Dean, shall be forwarded immediately by the Chair of the VIUFA faculty Workload Committee to the Dean and the Chief Personnel Steward of the Association no later than four weeks following the first day of classes.

10.4.3 Workload allocations determined in accordance with the above Articles 10.4.1 and 10.4.2 may be appealed to the appropriate senior administrator.

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

10.4.5.1 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.

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

10.5 MULTI-CAMPUS TRAVEL

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 and whose home campus is Nanaimo, Cowichan or Parksville shall receive a stipend of $1,500 for each semester in which they teach at Powell River. , 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.

10.7 FACULTY EMPLOYED 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 programs.

10.7.2 Departments and programs which contain co-operative education components shall collaborate with the University's co-operative education office to ensure uniformity of standards. The University shall ensure that a high level of consultation and cooperation be maintained during development and implementation of these programs between the departments and the Co-op Education office.

10.7.3 While faculty members in Co-operative Education programs may be required to teach or supervise co-op positions three semesters a year, under no circumstances shall a Professor/Instructor be required to accept an instructional assignment (workload) which otherwise differs from the provisions stipulated elsewhere in this Collective Agreement.

10.7.4 Faculty members shall not be required to teach or supervise co-op positions in more than six semesters in any three-year period commencing on September 1 of the first year of this period.

10.7.5 No faculty member shall be denied a two-month summer vacation period, if requested, after being obligated to work a previous summer.

10.7.6 For faculty members who are required to teach or supervise co-op positions in three consecutive semesters, vacation and professional development time shall accrue. This vacation and professional time shall be granted within the twelve-month period following the conclusion of the third semester.

10.7.7.1 A faculty member who is supporting and supervising students in co-op positions shall receive one-half (1/2) section workload credit for supervision, monitoring and evaluating between one (1) and four (4) students, and one (1) section for between five (5) and ten (10) students. (One section workload credit is equivalent to one-eighth of an annual regular instructional faculty workload.) This credit includes the time required for travel to and from the placement sites. The normal duty per student is two visits per evaluation and reporting.

10.7.7.2 If a faculty member carries out these duties for between eleven (11) and nineteen (19) students, the workload credit shall be calculated on the basis of 0.1 credit per student (e.g., fourteen (14) students are equivalent to 1.4 sections of workload credit). For twenty (20)

students, a 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.

10.10 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. He/she 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 his/her 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 following basis:
Professors/Instructors with a seven section or equivalent assignment which includes one or more upper level sections in an academic year shall receive workload credit for the equivalent of one section of upper level release.

10.11.1.1 a) A full-time regular faculty member who teaches third or fourth year courses may choose to group his/her 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 his/her 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 his or her 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 he/she has 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 his/her position, the faculty member shall repay the University the portion of his/her salary that he/she received for upper division release that he/she was not entitled to.

e) Where the University cancels third and fourth year offerings in a department, the faculty member grouping his/her 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 his or her 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.

10.11.2 Chair Release

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

the Agreement.

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

Instructional Departments with less than 10 FTE faculty:	1 section
Instructional Departments with 10 to 19 FTE faculty:	2 sections
Instructional Departments with 20+ FTE faculty:	3 sections

The following conditions will apply to the above:

a) Departments offering a two-year Career/Technical Program will have a minimum of two sections release.

b) This formula will not apply to Education, or Human Service Programs. These areas are guaranteed the following minimum number of release sections:

Education	5 sections
Physical Education	2 sections
Human Services	6 sections

10.11.2.3 List of Instructional Departments

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

Arts and Humanities

Creative Writing and Journalism
English
First Nations Studies
Graphic Design
History
Interior Design
Modern Languages
Media Studies

Music
Theatre
Visual Art
Women's Studies

Education

Health and Human Services
Baccalaureate Nursing
Dental Hygiene
Human Services
Child and Youth Care
Community Support Worker
Early Childhood Education and Care
Social Work

Management
Accounting
Economics
Finance and Quantitative Methods
Hospitality Management
Marketing

Recreation and Tourism Management

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

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

Sport Health and Physical Education

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.

SALARY SCHEDULE F1 (Technicians)

	01-Jan-13 to 31-Mar-13		01-Apr-13 to 31-Aug-13		01-Sep-13 to 31-Dec-13		01-Jan-14 to 31-Mar-14	
STEP	**Annual Salary**	**Biweekly Salary**	**Annual Salary**	**Biweekly Salary**	**Annual Salary**	**Biweekly Salary**	**Annual Salary**	**Biweekly Salary**
Max F1-11	$64,853	$2,485.81	$65,502	$2,510.67	$66,157	$2,535.78	$66,818	$2,561.14
F1-10	$60,046	$2,301.54	$60,646	$2,324.55	$61,252	$2,347.80	$61,865	$2,371.28
F1-9	$57,469	$2,202.78	$58,044	$2,224.81	$58,624	$2,247.06	$59,210	$2,269.53
F1-8	$54,891	$2,103.98	$55,440	$2,125.02	$55,995	$2,146.27	$56,555	$2,167.74
F1-7	$52,315	$2,005.23	$52,838	$2,025.28	$53,367	$2,045.53	$53,900	$2,065.99
F1-6	$50,345	$1,929.74	$50,849	$1,949.03	$51,357	$1,968.52	$51,871	$1,988.21
F1-5	$48,779	$1,869.69	$49,267	$1,888.39	$49,759	$1,907.27	$50,257	$1,926.35
F1-4	$47,211	$1,809.61	$47,684	$1,827.71	$48,160	$1,845.98	$48,642	$1,864.44
F1-3	$45,644	$1,749.53	$46,100	$1,767.02	$46,561	$1,784.69	$47,027	$1,802.54
F1-2	$42,701	$1,636.72	$43,128	$1,653.08	$43,559	$1,669.61	$43,995	$1,686.31
MinF1-1	$40,696	$1,559.87	$41,103	$1,575.47	$41,514	$1,591.22	$41,929	$1,607.14

SALARY SCHEDULE F2

(All regular faculty, excepting Technicians)

STEP	1-Jan-13 to 31-Mar-13	01-Apr-13 to 31-Aug-13	01-Sep-13* to 31-Dec-13	01-Jan-14 to 31-Mar-14
F2-1	$ 84,063	$ 84,904	$ 85,753	$ 86,611
F2-2	$ 78,750	$ 79,538	$ 80,333	$ 81,136
F2-3	$ 73,354	$ 74,088	$ 74,829	$ 75,577
F2-4	$ 70,352	$ 71,056	$ 71,767	$ 72,485
F2-5	$ 67,775	$ 68,453	$ 69,138	$ 69,829
F2-6	$ 65,199	$ 65,851	$ 66,510	$ 67,175
F2-7	$ 62,622	$ 63,248	$ 63,880	$ 64,519
F2-8	$ 60,045	$ 60,645	$ 61,251	$ 61,864
F2-9	$ 57,468	$ 58,043	$ 58,623	$ 59,209
F2-10	$ 54,891	$ 55,440	$ 55,994	$ 56,554
F2-11	$ 52,315	$ 52,838	$ 53,366	$ 53,900

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. His/Her salary shall be the biweekly rate times the percentage of a full-time workload consistent with his/her original appointment paid evenly on a biweekly basis.

11.1.4 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.

His/Her 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 January 1, 2013 a temporary instructional faculty member shall be paid the flat rate of $5868.16 per assigned course consisting of three lecture or equivalent hours per week over the normal fall or spring semester. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one-third of the above amount for each hour of teaching per week, for one semester. The flat rate shall be increased as follows:

Effective April 1, 2013, by one percent to $5,926.85
Effective September 1, 2013 or the date of tentative settlement of the parties' Memorandum of Agreement (whichever is later), by one percent to $5,986.12
Effective January 1, 2014, by one percent to $6,045.98.

The temporary instructional rate shall be paid in biweekly installments over the period of the actual teaching assignment. Assignments taught during the normal fall and/or spring semesters will be paid over a period of 16 weeks. This duration will be extended or shortened to reflect the period of the actual teaching assignment for courses taught outside of the normal fall and/or spring semesters.

11.1.4.3 Temporary 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%).

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

Grand-parented pro-rata temporary faculty will be governed by the applicable provisions contained in the Collective Agreement in

effective April 1, 1998 to March 31, 2001.

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

11.2 ALLOWANCES

11.2.1 Allowance for Administrative Duties

Any and all allowances or stipends for administrative duties shall be reported to the Committee of Personnel Stewards of the Association by the Administration each semester by September 30 or February 28 as appropriate.

11.2.2 Travel Allowances

The University shall pay the expenses, as per section 42.08 of the Vancouver Island University Policy Book, of a faculty member when on University business as approved by the Dean of Instruction. In instances where no other means of transportation can be made available by the University, and a faculty member is required to drive his/her personal vehicle for Vancouver Island University business more than six days in one calendar month in his/her I.C.B.C. year, then the University shall pay the extra costs of necessary insurance. Prior approval of the senior administrator 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 University Policy and the Guidelines for Reimbursement of Travel and 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.

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 (Excluding Technicians)

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

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

11.4.1.3 "Initial Salary Placement Forms" are used to place all candidates for regular and temporary positions, except those to be paid the rates given in Article 11.1.4.2. Samples are provided in Appendix C and Appendix D. A completed form used to evaluate each new faculty appointment must be signed by the Executive Director of Human Resources or designate, and be given to the candidate with the letter of appointment. The candidate shall not be required to accept or reject an appointment until at least 24 hours have elapsed after he/she has received this form.

11.4.1.4 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 Personnel Steward of the Association.

11.4.1.5 The minimum initial placement for a faculty member on the salary schedule for Professors or for Non-Instructional faculty excluding technicians (Salary Schedule F2 – Article 11.1.1) shall be as follows:

Qualifications	Placement	
Diploma representing two full years of formal study or more, or equivalent		F2, Step 10

Bachelor's Degree, or equivalent		F2, Step 10
Master's Degree, or equivalent		F2, Step 9
Double Master's Degree, or at least one full year of study beyond a Master's Degree		F2, Step 8
Doctorate		F2, Step 7

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

11.4.1.6 Equivalency

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

11.4.1.7 Experience Credit

a) Professors (excluding Education Programs):

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

1) teaching in field of instructional assignment, at college, university or senior secondary school level (grade 11 or higher)

2) senior administrative experience in the field of the instructional assignment

3) research at the post-Doctoral level

4) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads

5) teaching not in field of instruction, at college, university or senior secondary school level (grade 11 or higher)

6) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.

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

1) teaching at elementary or junior secondary school level (kindergarten to Grade 10)

2) senior administrative experience

3) research at the post-Master's level

4) other employment after date of first Diploma, Degree or Teaching Certificate.

b) Professors in Education Programs:

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

1) teaching in field of instructional assignment, at college or university level

2) teaching in public school system after certification

3) teaching in certified private school system, or equivalent, after certification

4) senior administrative experience in the field of the instructional assignment or in the public education sector

5) research at the post-Doctoral level

6) teaching assistantships or other similar teaching assignments done while working on a Master's or

Doctorate only for the periods in which they constitute full-time workloads

7) teaching not in field of instructional assignment, at college or university level

8) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.

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

1) senior administrative experience

2) research at the post-Master's level

3) other employment after date of first Diploma, Degree or Teaching Certificate.

c) Counsellors:

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

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

1) counselling or advising at colleges, universities and senior secondary level of public and certified private schools or equivalent, social service agencies, and medical facilities

2) for Counsellors, teaching in field of assignment, such as in counselling programs, psychology and social work at colleges, universities, public and certified private schools or equivalent

2.1) for Advisors, (Educational Counsellors) teaching at

Colleges, universities, or senior secondary school level

3) senior administrative experience in the field of the assignment

4) research at the post-Doctoral level

5) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads

6) other employment in field of primary assignment after date of first Diploma, Degree or Teaching Certificate.

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

1) counselling or advising at levels below senior secondary level of public and certified private schools or equivalent.

2) teaching not in field of assignment at colleges, universities, public and certified private or equivalent schools

3) senior administrative experience

4) research at the post-Master's level

5) other employment after date of first Diploma, Degree or Teaching Certificate.

d) Librarians:

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) Technicians:

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 Technicians

11.4.2.1 The minimum initial placement for a technician on Salary Schedule F1 (Article 11.1.1) shall be as follows:

Qualifications	Placement
Diploma in Technology or equivalent	F1-3
Diploma in Technology plus one year of related study	F1-4
Bachelor's Degree or equivalent	F1-5
Bachelor's Degree plus one year of related study	F1-6
Bachelor's Degree plus two years of related study	F1-7

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

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

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 Executive Director of Human Resources with notification of change to the appropriate Vice President.

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 his/her salary compared to the salary he/she would receive as a full-time faculty member. If the increment is not granted, the Dean of Instruction 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 **MAINTENANCE OF PLACEMENT***

11.9.1 Where an employee covered by this Agreement becomes employed within two (2) years by another institution of the former Common Agreement *also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or his or her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.*

Vancouver Island University will commit to place new employees from

the following institutions at the current salary placement:

College of New Caledonia, College of the Rockies, Camosun College, Capilano College, Douglas College, Institute of Indigenous Government, Kwantlen University College, North Island College, Northern Lights College, Northwest Community College, Selkirk College, University College of the Cariboo, Vancouver Community College.

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

12.2 VACATIONS

12.2.1 The employer shall provide each regular instructional faculty member, counsellor, advisor, and librarian who works a full annual workload with forty-four (44) days of paid ~~vacate~~ vacation in each year, exclusive of statutory holidays and the days between Christmas and New Years.

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

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

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

12.2.5 The vacation period for Faculty Advisors is from June 1st to July 31st. This shall begin in the year in which the Faculty Advisor's assignment begins. In the year in which the Faculty Advisor's assignment to the Advising Centre ends, he or she has the option of continuing with the June 1st to July 31st vacation period, or returning to the vacation period for instructional faculty, or any two-month period agreed to mutually by the Faculty Advisor, the Appropriate Senior Administrator in which the Faculty Advisor's assignment is being reinstated.

12.2.6 **Technicians:**

Technicians are entitled to twenty-one (21) days annual vacation. The scheduling of this vacation shall be arranged by the technician in consultation with and subject to the approval of the Appropriate Senior Administrator. Full-time technicians 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 Part-Time Appointees:**

a. Temporary appointments for counsellors and librarians shall include a vacation entitlement of 8% in the first year of employment, 12% in the second year of employment, and 16% in the third year of employment.

b. Temporary appointments for technicians shall include a vacation entitlement of 8%.

Vacation entitlement shall be:

ii) Paid out on a biweekly basis for contracts of duration less than five months.

iii) For contracts of at least five months, the vacation entitlement shall be given as time off, and any unused vacation entitlement will be paid out at the end of the contract.

12.3 PROFESSIONAL DEVELOPMENT

12.3.1 In order to maintain excellence of instruction and educational service at Vancouver Island 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 $1,000 for professional development activities approved by the appropriate Academic Administrator. .

Only those activities undertaken primarily for the benefit of Vancouver Island 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 Vancouver Island University);

v) Other activities deemed of significant benefit to Vancouver Island University.

As non-taxable reimbursements, goods purchased through Professional Development funds remain the property of Vancouver Island University.

Faculty members may elect to open Research Accounts.

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

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

b) Carried forward to the following fiscal year provided that at no time will an employee's Professional Development fund balance exceed $3,000; or

c) 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.

12.3.2 a) Regular non-instructional faculty members shall receive two (2) weeks to engage in professional development activities per year (following the submission of the leave request form if the employee is planning to be off-campus and not on call), provided that this time can be arranged so that replacement is deemed unnecessary, but the appropriate Dean, Director or Regional Campus Principal. Faculty who do not have twelve month appointments shall have this time prorated commensurate with the length of their appointment.

When additional professional development time is needed non-instructional faculty may, upon written application to the appropriate Dean, Director or Regional Campus Principal, receive special permission to be absent from the University.

b) 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.

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) Community Education Courses

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

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

12.4 ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE)

It is recognized that many opportunities for professional development require a longer period of time than is available between the spring and fall instructional periods. In order to encourage faculty to take advantage of these opportunities, a program of professional development leave of absence has been developed.

12.4.1 Faculty members may apply for either a full or partial release Assisted Professional Development leave of absence. A partial release leave is designed to free a regular faculty member from between .25 and .75 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% 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% of the salary they would be entitled to as a full time faculty member.

A one-half year P.D. leave of absence 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.

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 his/her 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 his/her salary, all travel, meal and accommodation costs incurred while fulfilling his/her duties of employment under the terms of his/her 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 of absence, 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 his/her earnings from employment or contracts while on assisted leave exceed his/her 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 his/her P.D. leave of absence 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 salary paid as P.D. leave to him/her by the University during the P.D. leave of absence.

12.4.6 Upon completion of P.D. leave of absence, the faculty member is assured of resuming duties at a salary level equal to that which he/she would have received, had he/she remained in his/her 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 Regional Campus Principal, 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 of Absence, 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 In order to be eligible for a P.D. leave of absence, 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.

b) notify the Executive Director of Human Resources on or before 1:00 p.m. of the last business day of May in the year prior to that in which the proposed leave is to commence that he or she plans to apply for a P.D. leave of absence. The Executive Director of Human Resources shall forward the list of names and the categories of each person proposing to apply for a leave to the President of the VIUFA and the Chair of the Leave Committee. Applicants should also provide copies of their letter of intent to their Dean, in the case of instructional faculty or to the Dean, Director or Regional Campus Principal (which ever is appropriate) in the case of non-instructional faculty.

c) submit a complete application to the Chair of the Leave Committee after August 15 and before September 15 of the academic year prior to that in which the proposed leave shall commence. This application shall include a description of the program proposed for the leave, and any supporting statements that the faculty member may consider important to his/her application.

d) propose in his/her application a program which shall be of professional benefit to himself and which shall increase his/her potential contribution to the University. Such programs may include:

i) Further academic studies relevant to the professional growth of the faculty member in his/her particular area of scholarship and/or to the Vancouver Island University curriculum.

ii) Experience in business, industry, research, community service, or in government or educational institutions which is directly relevant to the role of the faculty member within the University.

iii) Studies of educational systems and methods in other institutions.

iv) Other activities which can be seen to ultimately benefit the faculty member professionally, such as private study or research, textbook compilation, travel, or scholarly or creative writing.

v) 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.

12.4.10 University Leave Committee

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

12.4.10.1 Constitution

The committee shall consist of eight members, including

a) the Vice-President Academic, who shall be an ex officio, non-voting member;

b) a Dean of Instruction; and

c) six faculty representatives - including one elected by the non-instructional faculty.

The normal term of membership on the Committee for faculty representatives shall be two years. A faculty representative shall be a regular faculty member with at least two years service at the University; he/she shall not himself/herself apply for a P.D. leave during his/her term of membership on the Committee. A faculty

representative shall be elected not later than August 31 of the year in which his/her term commences.

12.4.10.2 Responsibilities

The Committee shall elect a Secretary/Chair from its members no later than September 15 of each year.

12.4.10.2.1 For Professional Development Leave

12.4.10.2.1.2 The Committee shall consider all applications for P.D. leave and shall determine which applicants have satisfied the eligibility conditions of Article 12.4.9.

12.4.10.2.1.2 The Committee shall 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.

12.4.10.2.1.3 The Committee shall forward its list of recommendations to the University President no later than October 15 along with a brief description of the Professional Development pursuit.

12.4.10.2.1.4 Within one (1) week of making its decision, the Committee shall inform each applicant, in writing, of whether it is recommending acceptance or rejection of the application, or whether it finds the applicant ineligible.

12.4.10.2.1.5 The Committee shall return all applications and confidential papers to the applicants not later than October 31.

12.4.10.2.2 For Unassisted Leave of Absence - Professional Development Status

The Committee shall carry out its responsibilities under Article 12.15 not later than October 15.

12.4.10.3 Procedures for Professional Development Leave (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, which ever is less, and

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

VIUFA Seniority - (8 * FTE Leaves So Far) - (6 * 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 assisted leave that the applicant has had so far; and

FTE Leave Applied For is the number of FTE years of assisted leave that the 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.

12.4.10.4 The University Board shall notify in writing, not later than October 31 all faculty recommended for P.D. leave as to the outcome of their applications. If the application has been refused, the reasons for refusal shall be stated.

12.4.10.5 The Chair of the Committee will forward a copy of the approved application(s) to the President of the Vancouver Island Faculty Association.

12.4.10.6 If a faculty member on assisted leave wishes to extend his/her 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.

12.5 SCHOLARLY ACTIVITY

12.5.1 The University recognizes that Scholarly Activity is important to academic excellence, and is an essential component of the faculty workload.

12.5.2 Effective August 1, 1993, the University will provide two (2) sections of release time in order to encourage scholarly activity.

12.5.3 Effective August 1, 1993, faculty members may apply for a maximum of one section release time per year to the Research and Scholarly Activity Committee. A proposal which outlines the member's plan for scholarly activity shall be submitted to the Research and Scholarly Activity Committee by November 15 for scholarly activity release time the following year. Scholarly activity shall be defined as study and research that is designed to further knowledge in the faculty member's field or fields of expertise, not solely for maintaining currency. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Vancouver Island Faculty Association.

12.5.4 Research and Scholarly Activity Committee

12.5.4.1 The University and the Association agree to establish a joint committee which shall:

a) Stimulate scholarly activity on behalf of regular faculty through grants from a Research Fund, to which the University shall contribute $5,000 per year. b) Review scholarly activity reports from faculty who have been granted time for scholarly activity in accordance with Article 12.5.2 with the aim of protecting the integrity of that provision.

c) A faculty member who has received release time under Article 12.5.2 shall submit a report to the Vice-President Academic summarizing the scholarly activity. Failure to fulfill this requirement shall render the faculty member ineligible for future scholarly activity release time.

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

12.6 PURCHASE OF RELEASE TIME

A faculty member may purchase release time from his or her duties at Vancouver Island 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 his or her work at Vancouver Island and that work has been approved as PD by the PD Committee.

Where the faculty member purchases release time from his or her duties at Vancouver Island, the faculty member shall pay only the replacement cost.

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. For the purpose of Article 12.8.11 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

12.8.10

A faculty member may be absent without loss of salary for up to six (6) days per calendar year due to illness in the immediate family or, with the approval of the appropriate Senior Administrator, due to other circumstances that affect the satisfactory performance of the faculty member.

12.8.11 Compassionate Care Leave

(a) Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) 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 Appendix I – Family Members for the Purpose of Article 12.8.11 - Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is a risk of dying within twenty-six (26) weeks.

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 eight (8) 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 eight (8) 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 eight (8) 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 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Regional Campus Principal. 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 muchnotice 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 twelve (12) months.

12.10.1.3 The University shall maintain its share of benefits during the leave of absence, up to a period of six months. In the event that the faculty member does not return to service at the University, he/she shall refund to the University an amount equivalent to the University contribution to the benefit schemes paid under this article.

12.10.1.4 On completion of leave, the faculty member shall resume her faculty position without disadvantage in seniority, salary, or benefits.

12.10.2 Parental Leave

Natural and adoptive parents will be entitled to parental leave. A written request, specifying the desired period of leave, should be submitted whenever possible at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or

Regional Campus Principal. 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 Combined maternity/parental leave shall not exceed fifteen (15) months for natural mothers, and twelve (12) months for all others.

12.10.2.3 The University shall maintain its share of benefits during the leave of absence up to a period of six (6) months. Beyond the six month period all benefits, including the University's share, shall be the responsibility of the faculty member. The faculty member must make advance payment to the University, to ensure continuous coverage.

12.10.2.4 Upon completion of leave, the faculty member shall resume his/her faculty position without disadvantage in seniority, salary, or benefits.

12.10.2.5 Parental leave for a natural mother must begin when maternity leave expires, unless the University agrees otherwise. Parental leave for a natural father must commence within 52 weeks of the child's date of birth. Adoption leave must commence within 52 weeks of the date of adoption.

12.10.2.6 In the event that the faculty member does not return to the University, he/she shall refund the amount of the premiums paid on their behalf by the University during the leave of absence.

12.10.2.7 Where both parents are employees of the University the total entitlement shall not exceed the six (6) months of benefits entitlement and twelve (12) months of leave, fifteen (15) months in the case of natural mothers as indicated.

12.10.2.8 Maternity and Parental/Adoption leaves shall be treated as continuous employment for the purposes of seniority accrual and for movement up the salary increment scale for the duration of such leave.

12.10.3 ***PARENTAL LEAVE***

12.10.3.1 ***Entitlement***

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

12.10.3.2 ***Commencement of Leave***

Leave taken under this provision shall commence:

12.10.3.2.1 for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and the employee agree otherwise.

12.10.3.2.2 for the birth father, after the child's birth and within fifty-two (52) weeks of the birth.

12.10.3.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

12.10.3.3 ***Benefits Continuation***

12.10.3.3.1 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.

12.10.3.3.2 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.

12.10.3.3.3 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.

12.10.3.3.4 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.

12.10.3.3.5 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.

12.10.3.3.6 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 local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

12.10.3.4 ***Supplemental Employment Benefit for Maternity and Parental Leave***

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

(a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

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

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

(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his or her average base salary.

(e) The average base salary for the purpose of Article 12.10.3.4.1 (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.

12.10.3.4.2 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.

12.10.3.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

12.14 EXCHANGE LEAVE

Exchange leave involves a program whereby a faculty member exchanges, for an extended period of time, his/her 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 senior administrator 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

12.15.1 A faculty member may apply for a partial or full release Leave of 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 for comments and recommendation. The request will then be reviewed by the Executive Director of 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, with three (3) month's notice required.

12.15.2 Faculty members on a full release leave of absence may maintain their benefit plans 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 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 12.15.4). 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.

12.15.4 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(d).

Upon the faculty member's return from a Leave of Absence which was given "Preliminary Approval as Professional Development Leave of Absence", he or she 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 his/her full seniority credits for the period of his/her Leave of Absence.

12.15.4.1 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.

12.15.5 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.

12.15.6 Faculty on unassisted leave must give at least five months notice to the appropriate Dean, Director, or Regional Campus Principal, 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 him or her 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 his or her 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://www.mala.bc.ca/www/discover/hr/benefit.htm. Whenever a change to these benefits occurs, the Chief Personnel Steward will be notified in writing by the Human Resources Department.

a) Regular Faculty

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

Regular faculty members who meet the eligibility requirements for participation shall be eligible for the benefits outlined in Articles 13.1, 13.2, 13.3, 13.4, 13.5, and 13.6.

Eligibility requirements for benefit coverage outlined in Articles 13.1, 13.2 and 13.3, include a workload of at least 50% and an appointment length of at least 5 full months; and, for benefit coverage outlined in Article 13.5, a workload of at least 50% and appointment length of at least 10 full months.

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

Additional information on the benefit entitlements identified in this Article is available on the Human Resources Website (Benefit Plans) at http://www.mala.bc.ca/www/discover/hr/benefit.htm.

All faculty members will be eligible for LTD coverage in accordance with Article 13.4.2.

b) Temporary Instructional Faculty

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

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

c) Temporary Non-Instructional Faculty

Temporary non-instructional faculty with a workload of at least 50% and an appointment length of at least 5 full months are eligible for benefit coverage outlined in Articles 13.1, 13.2 and 13.3. 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 13.5.

13.1 MEDICAL SERVICES PLAN (MSP)

Premiums are 100% employer paid.

13.2 EXTENDED HEALTH BENEFITS (includes Vision Care and Emergency Travel Assistance)

Premiums are 100% employer paid.

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.

a) Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a $25 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.

b) Vision Care coverage shall provide 100% reimbursement for corrective lenses and frames or contact lenses up to a maximum of $500 per person every 24 consecutive months.

c) 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.

13.3 DENTAL PLAN

Eligible employees may commence participation on the first of the month following one full calendar month of continuous employment. The Dental Plan shall provide coverage including:

a) 100% of basic diagnostic, preventative, restorative and periodontic services (Plan A).

b) 60% of major restorative services such as crowns, bridges, and dentures (Plan B).

c) 50% of orthodontia for dependent children (Plan C) to a maximum $2000 per child.

Premiums are 100% employer paid.

13.4 SPECIFIC BENEFITS

13.4.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements.

(a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.

(b) Extended Health Benefits

i. Total lifetime coverage level will be unlimited.

ii. Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.

iii. Hearing Aid benefit claims will be to a maximum of $600 every five years.

iv. Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix G.

v. *Health and welfare benefits coverage will cease on the day that an employee's employment terminates.*

vi. *Eye vision exams shall be reimbursed to a maximum of $75.00 every two (2) years.*

(c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

(d) Dental Plan

Plan A that includes revision 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.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix H.

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement 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.

13.4.2 ***Disability Benefits***

13.4.2.1 *The Employers shall continue a single plan for the provision of disability benefits for eligible employees who <u>are</u> covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 13.4.2.3 below.*

13.4.2.2 *The disability benefits plan will be set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled* ***Long-Term Disability Benefit Initiative****, but will be an insured plan and will include the following elements:*

- *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;

- *Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan;*

- *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;*

- *Employer payment of premiums for both short-term and long-term disability benefits;*

- *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);*

- *Mandatory rehabilitation as described in the JCBA plan;*

- *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 as defined by local provisions.*

13.4.2.3 (a) 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 local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

(b) Current employees who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2002 and shall be entitled to payout of the bank, subject to the provisions of the collective agreement.

13.4.2.4 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 13.4.2.2 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.

13.4.3 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.

13.5 GROUP INSURANCE

Group life insurance and accidental death and dismemberment insurance are provided in accordance with the terms of the contract with the insuring company to eligible faculty.

The University contributes 100% of the premiums for life insurance, accidental death and dismemberment benefits for eligible participating faculty members.

The amount of insurance coverage and eligibility is shown on the Human Resources website at http://www.mala.bc.ca/www/discover/hr/benefit.htm.

13.6 HEALTH AND WELFARE BENEFITS

*13.6.1 **Joint Committee on Benefits Administration***

*13.6.1.1 **Committee Established***

The Parties agree to maintain a Joint Committee on Benefits with four members appointed by each side.

*13.6.1.2 **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.

13.6.1.3 ***Savings***

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

13.6.1.4 ***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. The Joint Committee shall be authorized to determine appropriate use of the Article 13.6.1.3 savings from the 1998-2001 agreement (in the amount of $71,849) and to allocate the funds to that use. The Parties agree that the first priority for use of those funds will be to level up the minimum standards for vision care coverage.

13.6.1.5 ***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.

13.7 COLLEGE PENSION PLAN

Participation in the College Pension Plan is mandatory for:

a) Faculty appointed to regular positions after September 1, 1999.

b) Temporary faculty who earn, in any calendar year, a salary exceeding

fifty (50) percent of the year's maximum pensionable earnings (YMPE).

Participation in the College Pension Plan is optional for:

- Faculty appointed to regular positions prior to September 1, 1999 who opted to waive participation.

- Temporary faculty who earn less than fifty (50) percent of the YMPE provided a waiver form is completed and placed on file with Human Resources.

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

13.15 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

14.3 DISCRIMINATION AND HARASSMENT

The University and the Association recognize the right of employees to work in, and students to study in, an atmosphere free from discrimination and harassment. All employees and students have the right to employment and equal treatment without discrimination or harassment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or membership or activity in the Faculty Association.

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

14.4 HARASSMENT

14.4.1 ***Statement of Commitment***

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

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

The colleges and institutes have a responsibility under the BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

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

14.4.2 Definitions

14.4.3 *Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210].*

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

(a) is abusive or demeaning;

(b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;

(c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

14.4.4 *Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and*

(a) which interferes with another person's participation in an institution related activity; or

(b) leads to or implies employment, or academically-related consequences for the person harassed; or

(c) which creates a poisoned environment.

14.4.5 Procedures

14.4.5.1 Local Informal Processes

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 14.4.5.3 Mediation and 14.4.5.4 Investigation.

14.4.5.2 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 his/her 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 14.4 investigation involving an allegation of harassment.

14.4.5.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

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

(a) the local 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) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

14.4.5.4 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

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

Where the local parties are unable to agree on a list of investigators, JADRC will determine a list.

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in

dispute. 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 mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 14.4.5.5(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.

14.4.5.5 Terms of Reference of the Investigator

(a) The purpose of the investigator will be to ascertain facts.

(b) All persons quoted in the investigation will be named by initials.

(c) The 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 alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.

(d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(e) Reliance on Report of Third Party Investigator

Despite Article 14.4.5.5 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

(f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

(g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local

parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.

(h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.

(i) The investigator's report will not be placed on an employee's file.

14.4.6 Findings

14.4.6.1 *The employer will make a written determination based upon the facts and recommendation, if any, 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.*

14.4.6.2 *The determination will:*

(a) state the action(s), if any, to be taken or required by the employer.

(b) include, where appropriate, a statement of exoneration.

14.4.7 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 complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

14.4.8 *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.

14.4.9 *The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.*

14.4.10 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.

14.4.11 Local Discussion

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 14.4.12 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.

14.4.12 Relation to Other Agreements

Where a complaint under Article 14.4 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 temporary 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 14.8.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained

throughout his or her lifetime and upon his/her death by his/her 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 his/her 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 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 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

15.2.1 The University may offer, or the faculty member may request a choice of one of the early retirement incentive alternatives described herein provided the faculty member meets the following qualifications:

a) is age 55 or over

b) has a minimum of ten years pensionable service

c) is a regular faculty member on continuing appointment at the time of early retirement

d) is not eligible for future incremental progression

e) retires from his/her regular position

15.2.3 In the event of acceptance of an offer of early retirement, a regular faculty member's date of retirement shall be effective on a date mutually agreed upon between the regular faculty member and the President. That date shall be during the contract year in which the offer occurred.

15.2.4 During each contract year, , the University shall make available a fund equal to three times the annual salary of a faculty member at the top of the faculty salary scale.

15.2.5 Eligible employees may apply for an early retirement incentive up to a maximum of the value of their annual salary. Employees aged 60 to 64 years at the time of the offer of the incentive will have the incentive pro rated as follows:

Age at Retirement	Percentage of Annual Salary At Time of Retirement as the Basis of the Incentive
55-59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

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

$$\frac{\text{Member Seniority}}{\text{Total Seniority}} * 3 * \text{Annual Top of Scale}$$

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

The process for allocation of the ERI shall be as follows:

(a) The deadline for applications shall be the last business day of

October.

(b) Once all applications have been received, an initial calculation shall be made to determine the minimum amount each applicant shall receive should all applicants accept the ERI offers.

(c) The amount of the faculty member's ERI offer shall be communicated to the faculty member within five business days of the last business day of October.

(d) A faculty member wishing to accept the offer must communicate her or his acceptance by the end of the 10th business day following the last business day of October.. The applicant's acceptance or rejection of the offer shall be in writing or via E-mail to the Executive Director of Human Resources or designate and shall specify the retirement date.

(e) the calculation of the value of the ERI shall be redone using only the seniority of those faculty members accepting the original offer, and that (equal or higher) value shall be the amount the faculty member receives as her or his ERI.

15.2.6.1 Where there is any residual money left, that residual shall be allocated to the Faculty Association P.D. fund referred to in Article 12.3.1 (b).

15.2.7 Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

15.2.8 Payment of the early retirement incentive will be scheduled according to the mutual agreement of the University and the faculty member but will not extend beyond the faculty member's 65th birthday.

15.2.9 A faculty member receiving an ERI may not teach more than one course per term or two courses per academic year after retiring.

a) Subject to approval by the Appropriate Senior Administrator, faculty members who are offered early retirement incentives may choose to postpone their date of retirement for two (2) years by means of a one-time reduction of their workload. The combined payout of the early retirement incentive and salary for part-time work in each fiscal year shall not exceed the salary the faculty members would receive if they were working full time. Any unpaid balance will be paid out at the end of the two-year period. The full regular position shall be posted at the end of the two years, in accordance with Article 9.3.1.

b) The portion of the workload of a temporary faculty member who is replacing the work of a regular faculty member in accordance with a) above, shall not be eligible to be counted for regularization purposes.

15.3 CONTINUATION OF VANCOUVER ISLAND FACULTY PRIVILEGES

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

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

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 date. 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 an umpire(s) or arbitrator(s) as applicable for:

(i) Jurisdictional Disputes Resolving process
(ii) Suspension and Discharge Grievance Resolution
(iii) 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.

16.2.6 Suspension and Discharge Grievance Resolution

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

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

16.3 JURISDICTIONAL DISPUTE RESOLVING PROCESS

16.3.1 Preamble

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

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

16.3.2 Process

(a) When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.

(b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 16.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.

(c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.

(d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.

(e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.

(f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.

(g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.

(h) The hearing will be expedited in all respects and conducted on an informal basis.

(i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.

(j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:

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

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

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

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 his or her 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 he or she would have been covered for while employed at his or her 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 his or her orientation.

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 his or her stay through the use of vacation.

APPENDIX A: TECHNICIAN'S SALARY (F1) RATIO

1. The value of each step of the F1 Salary Scale (Technicians) shall maintain its ratio to the value of each of the corresponding steps of the F2 Salary Scale (all other faculty) as set out in the Table below.

2. The intent of #1 is to ensure that the salaries of employees on the F1 Salary Scale (Technicians) maintain their current value relative to the F2 Salary Scale (all other faculty) as set out in the Table below.

3. Should the parties agree in future bargaining to changes to the F2 Salary Scale (all other faculty) 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. Technicians shall not be placed on the F2 Salary Scale (all other faculty). The F1 and F2 Salary Scales shall continue to be separate scales. The provisions set out above for the maintenance of the current ratio between the F1 and F2 Salary Scales is for determination of salary amounts only.

F1 Salary Scale (Technicians) and F2 Salary Scale (all other faculty):
Table of Corresponding Steps & Their Fixed Ratio Percentages

	F1 Salary Scale (Technicians)		F2 Salary Scale (all other faculty)		Fixed Ratio Percentages
	11	$64,211	01	$83,231	77.15%
	10	$59,451	02	$77,970	76.25%
	09	$56,900	03	$72,628	78.34%
	08	$54,348	04	$69,655	78.02%
	07	$51,797	05	$67,104	77.19%
	06	$49,847	06	$64,553	77.22%
	05	$48,298	07	$62,002	77.89%
NEW	04	$46,744	08	$59,450	78.63%
NEW	03	$45,192	09	$56,899	79.42%
	02	$42,278	10	$54,348	77.79%
	01	$40,293	11	$51,797	77.79%

APPENDIX B: VIUFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY

NAME: Professor_ Counsellor Librarian Technician

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

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

SIGNED: DATE:

Employee

APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY

VANCOUVER ISLAND UNIVERSITY

PROFESSOR: _____ COUNSELLOR: _____ LIBRARIAN: _____

NAME: _____ DEPARTMENT: _____ DATE: _____

PART I EDUCATION CREDIT

a) Highest degree or diploma _____
Institution: _____ Date: _____

b) Equivalent granted in lieu of degree or diploma: _____
Description of experience used to grant equivalency:
_____

INITIAL MINIMUM PLACEMENT: **STEP**_____

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

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

PART II EXPERIENCE CREDIT (see reverse for details)

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

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

SUBTOTAL EXPERIENCE CREDIT: _____

TOTAL EDUCATION CREDIT minus EXPERIENCE CREDIT = _____
(≥.50 round up; ≤.50 round down)
Note: Normal maximum placement: STEP 6

INITIAL SALARY PLACEMENT: **STEP**_____

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

_____ _____
Date Executive Director of Human Resources or Designate

Revised Form: March 2013

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 a technician for those employed as technicians.

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.

==========

DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

_____

_____

_____

APPENDIX D: INITIAL SALARY PLACEMENT FORM TECHNICIANS

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 F1-6
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 Executive Director of Human Resources or Designate
Revised Form: March 2013

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 a technician for those employed as technicians.

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.

==========

DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

APPENDIX E: DISPUTE REFERRAL FORM

Date: _____

EMPLOYER		
	COLLEGE/INSTITUTE *CONTACT PERSON* *ADDRESS*	
	PHONE	*FAX*
		EMAIL

UNION		
	COLLEGE/INSTITUTE *CONTACT PERSON* *ADDRESS*	
	PHONE	*FAX*
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO YES☐ 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 do not exceed the average of $125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are $150 day 1, $125 day 2 and $160 day 3, 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 day 3, a total of $375 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 his/her opinion adequate medical treatment is not available within a 100 kilometer radius of the employee's home campus, 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 his/her 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 his/her 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.

APPENDIX I – FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 12.8.11 COMPASSIONATE CARE LEAVE

1. The following "family members" are persons identified through their relationship to the employee.

- *Spouse (includes heterosexual, common-law, and same-sex relationships)*
- *Children*
- *Children's spouses*
- *Step-children*
- *Step-children-in-law*
- *Siblings*
- *In-law siblings*
- *Parents*
- *Step-parents*
- *Parents-in-law*
- *Grandparents*
- *Grandchildren*
- *Nieces/Nephews*
- *Guardians*
- *Step-siblings*
- *Aunts/Uncles*
- *Current or former foster-parents*
- *Current or former foster children*
- *Current or former wards*
- *Current or former guardians*
- *Spouse of sibling or step-sibling*
- *Spouse of child or step-child*
- *Spouse of a grandparent*
- *Spouse of a grandchild*
- *Spouse of an aunt or uncle*
- *Spouse of a niece or nephew*
- *Spouse of a current or former foster child*
- *Spouse of a current or former guardian*

2. The following "family members" are persons identified through their relationship to the employee's spouse.

- *Spouse's parents or step-parents*
- *Spouse's siblings or step-siblings*
- *Spouse's children*
- *Spouse's grandparents*
- *Spouse's grandchildren*

- *Spouse's aunts or uncles*
- *Spouse's nieces or nephews*
- *Spouse's current or former foster parents*
- *Spouse's current or former wards*
- *Spouse of an employee's current or former foster parent*
- *Spouse of an employee's current or former ward*
- *Spouse of a person who is living with the employee as a member of the employee's family*

3. *The following "family members" are deemed family members*
   - *Any other person in the same household who is dependent upon the employee*
   - *Any person who lives with the employee as a member of the employee's family*
   - *Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative.*

LETTER OF UNDERSTANDING: UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1

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

Activity Course labs
Aquaculture and Fisheries 171T, 172T, 173T, 191T, 192T, 271T, 272T
Forestry 201T, 291T, 292T, 293T
Music labs, ensembles, individual instruction
Recreation 152, 199, 299
Study Skills labs

These and others which may arise with clear parallels to them, shall be classified as unconventional instruction for purposes of determining maximum workloads under Article 10.2.1.2.1.

AREA CHAIRS

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 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.

2. Works with Departments to coordinate the faculty hiring process in accordance with the Collective Agreement.

3. Supervises special projects (e.g. B.A. General Degree) as assigned by the Dean.

4. Manages Area office as assigned by the Dean.

5. Represents the Area Faculty at meetings and on internal and external committees as assigned by the Dean.

6. At the Dean's request, Chairs or Faculty meetings.

7. Coordinates program admission and timetable requirements and initiates changes in cooperation with the Chair(s) and the Dean.

8. Assists the Chair(s) in arranging faculty replacement as required, in accordance with the Human Resources policy.

9. Assists the Dean and Chair(s) in the drafting of instructional policies and

procedures.

10. Chairs the Area Workload Committee in accordance with the Collective Agreement.

11. Shares responsibility with the Dean to promote courses and programs.

12. Responsible for the development and management of educational service contracts as required by the Dean.

13. Where there is an elected Chair in accordance with this agreement, Chairs are responsible for faculty evaluation, notwithstanding Article H.3.

14. Coordinates orientation of new faculty in consultation with Departments and the Dean.

15. Consults as required with regional campuses regarding program delivery and management.

16. Student complaints and grade appeals are the initial responsibility of the Chair, who will refer unresolved cases to the Dean.

17. Carries out other duties as agreed with the Dean.

LETTER OF AGREEMENT: WORKLOAD AVERAGING LEAVE

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

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

Terms:

1. The University will pay its share of health and insurance coverage during the leave providing the faculty member's workload for the academic year is 0.50 or greater.

2. Workload Averaging Leaves can be used to defer, but not prepay salaries.

3. Averaging must be across two semester within an academic year but not across academic years.

4. There must be a minimum of one section of instruction or seven hours per week of non-instructional workload in any term.

5. The provisions of Workload Averaging Leave must be in accordance with any language arising from the provincial Framework Agreement.

6. This provision can be utilized in consecutive academic years to a maximum time period not to exceed the equivalent of three years as provided in F.7.1.1 of the current collective agreement.

This is an interim arrangement subject to review by March 31,2014.

Signed: July 17, 1996 (Revised March 2013)

LETTER OF UNDERSTANDING: 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 his/her 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 7.3.1).

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 x 2/3) for a two-credit course; $333.34 ($250 x 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 his/her 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: SABBATICALS/UPPER LEVEL RELEASE/WORKLOAD

It is agreed that a Joint Committee of representatives of Vancouver Island University ("VIU") and Vancouver Island 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 his/her 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: NEW FLAT RATE FOR INSTRUCTION

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

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

Signed: June 28, 2001

LETTER OF AGREEMENT: 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.

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

LETTER OF UNDERSTANDING: UPPER LEVEL RELEASE

The parties agree to the following interpretation of Article 10.11.1:

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 purpose~~s~~ 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 UNDERSTANDING: SUMMER SESSION COURSES

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

Signed: May 22, 2001

LETTER OF UNDERSTANDING: POLICIES ON RETIREMENT APPRECIATION AND PARKING

1. Vancouver Island University agrees to develop policies based on the drafts discussed at collective bargaining that will include provisions on:

   a) access to certain Vancouver Island University services for retired employees;

   b) designated parking spaces for certain employees required to leave and return to campus on a frequent basis.

2. The above policies will be submitted for approval by the Vancouver Island University Board as soon as possible following the ratification of a new Collective Agreement.

Signed: March 16, 2005

LETTER OF UNDERSTANDING 4

PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS

The Parties agree that it is in the interests of both the employee and the employers to enable an employee to remain at work when the employee is only partially disabled.

"Partially disabled" for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the employer to conform to the configuration of faculty workload in the employee's instructional or non instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the employers' legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the short-term disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 9.3.2 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. In any event, to qualify for short-term disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commended part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plans as applicable.

The carrier's approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee's subsequrent claims for short-term disability benefits will be automatically approved, not does approval for short-term disability benefits mean that the employee's subsequent claim for long-term disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial disability benefits are set out in the document titled "administration of

Partial Sick Leave and Partial Disability Benefits", which the Parties agree shall be part of the "Policies and procedures" sections of the Disability Management Handbook for the common disability benefits plan set out in Article 9.3 of the Common Agreement.

LETTER OF UNDERSTANDING: MBA LOU

The Parties agree to the following process of review of the three Letters of Agreement MBA (MBA LOAs) dated August 31, 2004, September 7, 2005, and November 1, 2005.

1. A committee will be struck to discuss and review the MBA LOAs with a view to recommend changes to the MBA LOAs to be effective up to March 31, 2010.

2. The Committee shall include three (3) representatives of VIU and 3 faculty representatives on behalf of the VIUFA, two (2) of whom shall be from the Business Department, and at least one (1) of which teaches in the MBA program.

3. The Committee shall meet and discuss possible changes to the MBA LOAs to reflect the new MBA program.

4. If agreement is reached by the Committee on changes to the MBA LOAs those recommenced changes will be presented to their respective principals for ratification. It is understood that ratification on behalf of Vancouver Island University includes the approval of both the PSEA and PSEC.

5. In the event that the Committee does not reach full agreement on how to revise the MBA LOAs then those parts of the MBA LOAs that have been agreed to will be recommended to their respective principals.

6. In the event that the VIU and the VIUFA do not accept the recommendations of the Committees pursuant to paragraphs 4 or 5 above, a new MBA Letter of Agreement will be put to ratification by both parties to the extent that such an MBA LOA was agreed to at the bargaining table as at March 11, 2007.

7. This Committee shall commence meeting as soon as possible in March 2007.

LETTER OF UNDERSTANDING: DIRECTED STUDIES

The application of the provisions of Article 10.3.4 is suspended until the expiry of this Letter of Understanding. The following provisions will apply to Directed Studies in place of the provisions of Article 10.3.4 for the duration of this Letter of Understanding:

> 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 received $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.

This Letter of Understanding expires on March 31, 2019.

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

RE: 2012 FPSE Compensation Template Table

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

1. To participate on the committee established pursuant to LOU #4 (Respectful Working Environment) of the FCTT; and

2. To participate on the committee described in Schedule 2 (Re: Harassment Investigators) of the FCTT.

Signed by the parties March 17, 2013

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

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

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either of the parties may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

(a) All grievances except those relating to the following shall be resolved by expedited arbitration:

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

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

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

3. Expedited Arbitrators

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

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

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

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

7. Procedure

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

8. Mediation

a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

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

10. Status of the Decision

a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.

b) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

12. Authority of Arbitrator

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

Signed by the parties March 17, 2013

_____

Instructional Workload Committee (including Chair Release)

Letter of Agreement
Joint Committee on
Faculty Instructional Workload

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

Composition shall be:

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

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

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

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

- Developing departmental teaching load norms by comparing to like institutions and disciplines.
- Ensuring equitable distribution of workload within a department and among departments.
- Distributing workload across the semesters and sessions.
- Considering the distribution of teaching, scholarship, and service.

- Reviewing the parameters of teaching load. These may include but are not limited to numbers of students, number of course preparations, type of instruction (classroom face-to-face; online; hybrid and blended models; assignment type, number, and frequency; etc.).
- Reviewing the concept of "discounted" teaching hours.
- Fiscal models to support reductions in teaching load.
- Chair release.
- Upper-level release.

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

Signed by the parties March 17, 2013

Formative Evaluation

Letter of Agreement
Joint Committees on
Formative Evaluation of VIUFA Faculty

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

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

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

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

Topics that may be considered include the following:

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

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

Signed by the parties March 17, 2013

Finalizing the Collective Agreements

Letter of Understanding

Finalizing collective agreements

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

Housekeeping items in the 2012-2014 round of negotiations:

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

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

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

Prior to June 30, 2013, the parties will:

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

Finalizing the 2012-2014 Collective Agreement

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

1. After negotiations have concluded and a tentative 2012-2014 Memorandum of Agreement is signed and ratified by all parties, the parties will prepare a draft 2012-2014 collective agreement that will update the 2010-2012 collective agreement described above by the ratified Memorandum of Agreement.
2. The parties will electronically (PDF) produce and mark this agreement as a draft agreement.
3. A housekeeping process will be undertaken by the parties to be completed by June 10, 2013. Only items that both parties agree are housekeeping items by June 10, 2013 will be added to the draft 2012-2014 collective agreement.
4. Immediately after June 10, 2013, both parties will take the draft 2012-2014 collective agreement to their respective principals for approval, prior to signing the final version of the 2012 – 2014 collective agreement.
5. Once signed, the final 2012-2014 collective agreement will be published electronically in a PDF version, and fifty printed copies will be delivered to the Faculty Association in a timely manner.

Letter of Agreement
Between
Malaspina University-College
And
Malaspina Faculty Association

Dental Hygiene Diploma Program

Courses in the Dental Hygiene Diploma program that are considered as unconventional for the purposes of calculating workload are:

DENH 150	Dental Hygiene Foundations I (clinic portion)
DENH 155	Dental Sciences I (lab portion)
DENH 160	Dental Hygiene Foundations II (clinic portion)
DENH 169	Radiology (lab portion)
DENH 171	Dental Hygiene Clinic I
DENH 251	Dental Hygiene Clinic II
DENH 261	Dental Hygiene Clinic III
DENH 271	Dental Hygiene Clinic IV

Regular[1] faculty members will normally have annual teaching assignment that include courses from both those listed above (unconventional) and those not listed above that are part of the approved program matrix.

No regular full-time faculty member will have a teaching assignment that is solely comprised of the courses listed above. Non-regular faculty members with an annual teaching assignments equal or more than 0.75 FTE will normally have a workload inclusive of some conventional instruction.

Signed 2006

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

Letter of Agreement
Between
Vancouver Island University Faculty Association (VIUFA) – the Union
- and -
Vancouver Island University (VIU) – the Employer

Collection of Information on Scholarly Activity

This Letter is written in consideration of the fact that the Vancouver Island University is by an Act of the BC Legislature a special purpose teaching university with no workload provision to its faculty members for research; that faculty members may be engaged in research and scholarly activity that is in excess of what may be required as part of their workload at VIU; and that such activity may nonetheless be relevant to accreditation processes for their department or program.

In consideration of the above, 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. Specifically, such information can not be used as a basis for professional concern.

This Letter of Agreement does not impose limitations on a Dean's ability to evaluate a faculty member for failing to remain current in their field.

Original signed November 3, 2008

LETTER OF AGREEMENT

Malaspina University-College
- and -
Malaspina Faculty Association

Upper Level Release
MFA Grievance 07-04

Effective August 1, 2007, when a faculty member whose assignment includes technician work is given a full-time workload which includes the teaching of upper division courses, that person shall receive one (1) section upper level release.

Signed 2007