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## **Temporary (Non-Regular) Faculty Handbook**

*2020 - 2021*

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## The Vancouver Island University Faculty Association (VIUFA)

Welcome to VIUFA! VIUFA was originally known as the Malaspina Faculty Association and has been representing Faculty members since 1974. Faculty members employed as professors, instructors, counselors, faculty advisors, librarians, elders, and technicians are automatically full members of VIUFA<sup>1</sup> (those teaching vocational courses are represented by the BCGEU).

VIUFA has a mandate to improve the remuneration and working conditions of its members and to protect their collective rights as workers. We are also a professional association. We work to maintain and improve the quality of education at Vancouver Island University and to maintain the rights of you – the individual - to exercise independent judgment in the planning and execution of your responsibilities at VIU.

Non-regular faculty often have various titles such as Contract Instructor, Temporary, Limited Term Appointment, Sessional, and Adjunct. The common link between all of these designations is that our work is part-time and precarious. As a non-regular faculty, you may be at VIU for 4 months or 4 years and VIUFA is here to help you understand your rights. This includes helping you navigate issues such as ‘right of first refusal,’ course design, and any other questions or concerns you may have (See the **FAQ** on Page 7).



### **How to Contact VIUFA & Stay in Touch**

Our **website** is <http://www.viufa.ca>. It has up-to-date information about:

- The Collective Agreement
- VIUFA Constitution and Bylaws
- News updates & the VIUFA Newsletter

You can also find us on Facebook (Vancouver Island University Faculty Association) and Twitter (@VIUFacultyAssoc). Our office is located in Room 108 of Building 360. The physical Union office is closed until further notice; however, the staff and Executive are continuing to work virtually from other locations. They can be reached via email or through by calling 250-740-6339 and leaving a message.

Our Office Manager, **Laura Buechler**, can be reached at [staff@viufa.ca](mailto:staff@viufa.ca).

Our Labour Relations Advisor, **Neil McLeod**, can be reached at [staffrep@viufa.ca](mailto:staffrep@viufa.ca).

The **Non-Regular Faculty Representative** to the VIUFA Executive Committee for 2020/21 is Amelia Horsburgh (English – Arts and Humanities): [Amelia.Horsburgh@viu.ca](mailto:Amelia.Horsburgh@viu.ca).

When you received your contract you should have been supplied with an “Application for Membership” form by the Employer – if you have not already done so, please fill it out and send it to us so that we have a way to contact you outside of Employer-owned communications technologies should the need arise.

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<sup>1</sup> Associated union dues will be deducted from pay. Individuals who do not wish to be a member for religious or political reasons may resign their memberships. By law, membership dues will continue to be deducted as even those employees who are not members of VIUFA are governed by the Collective Agreement and thus benefit from the rights negotiated by VIUFA for members.

## Get Involved!

**VIUFA is your union and we welcome your contributions.** Like any member-driven organization, the involvement of the membership is essential to our success. There are many different ways to get involved, from sitting on the VIUFA Executive or committees, to lending an hour or two at a VIUFA event. If you are interested in becoming active in the union, speak with any member of the Executive or contact us in person or via email/social media.



Each year there are at least two **General Meetings** scheduled between **August 15 and December 31** and between **January 1 and April 30**. There is also an **Annual General Meeting (AGM)** in **April**. The important business of the union is conducted at these meeting and your voice is integral to providing direction for VIUFA. From time to time **Special Meetings** on matters requiring the immediate attention of the membership may be called.

**Non-Regular faculty hold an annual meeting every fall term before October 1<sup>st</sup> to elect their representative to the VIUFA Executive. Only non-regular faculty may vote in this election.**

### **The Union Executive**

The Executive is the decision-making body for VIUFA between AGMs. The Executive makes and implements operational decisions on a week-to-week basis. Do not hesitate to contact members of the Executive so that they can address your concerns or raise your issues. The Executive includes the Officers of the Association and a number of additional members. The Officers of the Association are:

1. President;
2. Vice-President;
3. Secretary-Treasurer;
4. Chief Personnel Steward; and
5. Chair of the Contract Negotiating Committee.

The additional Executive positions are:

6. Associate Bargainer;
7. Chair of the Professional & Scholarly Development Committee
8. Chair of the Human Rights & International Solidarity Committee;
9. Chair of the Status of Women Committee;
10. Chair of the University Budget Analysis Committee;
11. Chair of the Decolonization, Reconciliation, & Indigenization Standing Committee;
12. Federation of Post-Secondary Educators Pension Advisory Committee Representative;
13. FPSE Workplace Health, Safety & Environment Committee Representative;
14. FPSE Education Policy Committee Representative;
15. FPSE Disability Management and Rehabilitation Committee Representative;
16. Non-Instructional Faculty Representative;
- 17. Non-Regular Faculty Representative; and**
18. Member at Large.

Each VIUFA standing committee deals with bargaining, contract administration, human rights, non-regularized faculty issues, the status of women, educational policy, university budget analysis, occupational health and safety, and scholarly and professional development.

## VIUFA Executive Election Process

The Executive is elected annually by all members, typically in April, at the Annual General Meeting (AGM) (except for the non-regular representative which is elected later in the fall). **If you would like to stand for election speak with a member of the Executive.** Ask about the time commitment based on the position you are interested in then have a union member nominate you and fill out the nomination form (available from the office or website). Nominations may also be made and accepted from the floor of the AGM. Nominees usually give a short introduction and speak to the reasons they are interested in sitting on the Executive. If the number of nominees equals the positions open, election is by acclamation, otherwise secret ballots are cast.

### Current Executive (May 1, 2020 – April 30, 2021)

<b>Officers of the Executive</b>	<b>Name</b>	<b>Local</b>
President	Chris Jaeger	2844
Vice-President	Robert Willis	2214
Secretary-Treasurer	Johnny Blakeborough	2265
Chief Personnel Steward	Colleen Price	2412
Chair, Contract Negotiating	Laura Suski	2177
<b>Additional Executive Members</b>		
Associate Bargainer	Clay Armstrong	2421
Chair, Professional & Scholarly Development	Alex Pevec	2357
Chair, Human Rights & International Solidarity	Imogene Lim	2840
Chair, Status of Women	Melissa Stephens	2367
Chair, University Budget Analysis	Eliza Gardiner	6386
Chair, Decolonization, Reconciliation, and Indigenization Committee	Sherry Mattice	(250) 618-1773
FPSE Pension Advisory Representative	Robert Pepper-Smith	2411
FPSE Workplace Health, Safety & Environment Representative	Chris Alemany	2106
FPSE Education Policy Representative	Kathleen Bortolin	2668
FPSE Disability Management & Rehabilitation Representative	Anna Atkinson	2046
Non-Instructional Faculty Representative	Andrea Martin	2841
Member at Large	Joy Gugeler	2793
<b>Non-Regular Faculty Rep</b> (through Sep 2021)	Amelia Horsburgh	2120

## Shop Stewards

Stewards administer the Collective Agreement and help you navigate any issues that may arise during your employment. If a situation arises where you think a provision of the Collective Agreement may have been violated, inform your steward or the Chief Steward. VIUFA will take measures to stop the action and seek an appropriate remedy. Remedies may be sought through formal grievances and arbitrations, but typically a dispute resolution begins by engaging in informal discussions with administrators.

**We encourage all VIUFA members to read over the Collective Agreement to become familiar with their rights as workers.**

**If you have a complaint or an inquiry regarding your conditions of employment please contact your steward** (even if an administrator has told you that you have no grounds for a complaint). **The steward will bring your complaint to the Chief Personnel Steward** and possibly to the Stewards Committee. If a violation of the Collective Agreement is identified and if informal discussions do not bring about a resolution, then a grievance will be launched.

The first step of the grievance is a meeting between a representative of Human Resources, the appropriate Dean or Director, and the stewards involved in that case (usually two). If a resolution is not reached, another meeting is held. Again, if no resolution is reached, we may take the grievance to arbitration where a decision made by the arbitrator is binding. The decision to go to arbitration is made by the VIUFA Executive on the recommendation of the Chief Personnel Steward. If necessary, the Federation of Post-Secondary Educators of B.C. may provide legal assistance.

If a situation arises that may not appear to be covered by the Collective Agreement do not hesitate to contact Shop Steward. Some work conditions fall under the umbrella of past practice. While we cannot always grieve violations of past practice, we have been successful in advocating for our members.

## Current Shop Stewards

<b>Price, Colleen</b>	<b>Chief Personnel Steward</b>	<b>4128</b>
Anderson, Gillian	Social Sciences - Sociology	2237
Arkos, Greg	Science & Tech. - Physics/Engineering	2207 Cell 250-797-1545
Boyce, Sheila	Cowichan Campus	3510
Collette, Deborah	H&HS - Nursing	2728
Davidson, Bonita	Education	2626
Latulippe, Johan	Management	2564
McFarland, Dana	Library	6332
Soprovich, Zora	Powell River Campus	604-485-8056 W. 604-483-3093 H.
Stremming, Al	IT	2547
Torkko, Deborah	Arts & Humanities - English	2127
Woodward, David	Centre for Experiential Learning	6168

**VIUFA is Local 8 of the Federation of Post-Secondary Educators of British Columbia (“FPSE”).** FPSE represents the concerns of most faculty members in BC colleges, institutes, and special purpose teaching universities. FPSE represents the faculty at 21 public universities, colleges, institutes and other post-secondary institutions in BC.

FPSE provides:

- A collective voice to present the views of BC’s educators on provincial policies to politicians, Ministry officials, the public and the media.
- Collection, analysis and distribution of information on educational policy, labour relations, pension legislation, human rights law, and equality issues.
- Advice on all aspects of union work and training for your union officers and shop stewards.
- Legal counsel to represent members in arbitrations and other legal actions.
- Connections with the BC Teachers Federation and the Canadian Federation of Students, membership in the Canadian Association of University Teachers.\*
- Conducting two province-wide conferences each year, providing educational and networking opportunities for member locals.
- A defence fund to support members engaged in strikes, lockouts, or honouring picket lines.
- Standing Committees with representatives from each local working to identify and address issues of concern within their mandate.

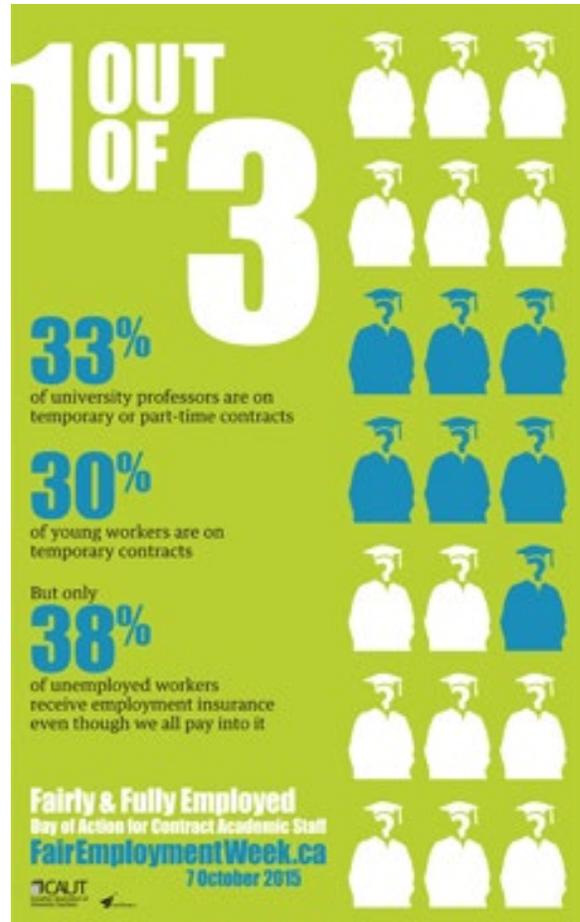
Through our membership in FPSE, VIUFA also has a number of other affiliations:

- BC Federation of Labour (BC Fed);
- Canadian Labour Congress (CLC);

**\*Note:**

Through FPSE, each VIUFA member is a member of CAUT and thus eligible to sit on all CAUT committees including the National Executive.

In the past, VIUFA members have sat on CAUT’s Executive, their Equity Committee and on their Aboriginal Academic Staff Working Group.



## How am I Evaluated?

Non-Regular faculty members will be evaluated at the appropriate Senior Administrator's discretion or upon request of the Program Coordinator or Department Chair. Student evaluations are almost always collected; if *additional* evaluation occurs it is supposed to follow the evaluative process for Regular faculty formative evaluations, with appropriate alterations to the methodology for non-instructional faculty.

Evaluations are designed to provide new faculty with advice as to how to improve; however, for Non-Regular faculty, a negative evaluation may deny access to right-of-first refusal and also impede regularization should they otherwise be eligible for a permanent position.

VIUFA members have the right to know the criteria upon which they will be evaluated and are encouraged to obtain this information from the appropriate Senior Administrator. Non-instructional faculty should seek the above information from the appropriate Senior Administrator.

Evaluations of instructional may include any of the following:

- Online student course surveys; If you have taught the same course twice and received satisfactory evaluations you can make a request to the Dean to waive the use of student surveys for that course. In these cases, the absence of an online student survey will not affect Right of First Refusal or regularization.
- classroom observations (subject to agreed-upon times);
- interviews with students;
- review of course materials; and
- discussions with the Department Chair.

**If you receive an unsatisfactory evaluation, or feel that your evaluation is inaccurate in any way, contact a Shop Steward or call the VIUFA office.**

VIUFA can put you in contact with someone in your Department/Faculty who can outline the procedure followed for student questionnaires and classroom visits. It is advisable to get in contact with us early in the term, especially if you think there might be issues that should be addressed before the evaluations occur.

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### ***What benefits do I qualify for?***

Temporary instructional faculty are entitled to payment of 8% biweekly in lieu of health and insurance benefits, unless that employee is participating in an employer-paid Short Term or Long Term Disability Plan, in which case they will be entitled to 6% in lieu of health and insurance benefits.

Non-Instructional faculty with a workload of at least 50% and an appointment length of at least five months are eligible for Extended Health Care (including Vision Care and Emergency Travel Assistance), and a Dental Plan. Details of these benefits are provided at Articles 13.1, 13.2 and 13.3 of your Collective Agreement.

Temporary instructional faculty on Limited Term Contracts of over 5 months are eligible for full benefits, paid vacation, professional development time & allowance.

## ***Pension***

Participation in the College Pension Plan is mandatory for temporary faculty who earn a salary greater than 50% of the “year’s maximum pensionable earnings” (YMPE\*) in the academic year (Fall plus Spring semesters). (\*YMPE is set each year by the federal government, and is \$55,900 for 2019).

Temporary faculty who earn less than that amount can opt in or out, but they must complete requisite enrolment or waiver forms within 30 days of employment. Subsequent application can be made to change one’s status. Even if you are only employed at VIU for 4 months, there can be advantages to enrolling in the Pension Plan. Contact VIUFA for more information.

Information about the pension plan can be found at the College Pension Plan website: [www.pensionsbc.ca](http://www.pensionsbc.ca); or by contacting the VIU Payroll and Benefits Manager at 250.740.6237.

**All VIUFA members regardless of status are eligible to receive assistance through the Employee and Family Assistance Plan.**

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## ***What is regularization, and how do I qualify?***

Regularization refers to the conversion of an employee from a temporary contract to a permanent one. Before a temporary faculty member is considered for regularization, the following must occur:

- the faculty member has worked for two consecutive years immediately preceding regularization;
- with an annual workload of fifty percent or greater (see exceptions in the box below); and
- the instructional faculty member must have work in each of the fall and spring semesters in each of those two consecutive years. Non-instructional faculty members must work two consecutive years immediately preceding regularization.

A temporary faculty member whose employment fulfills these criteria is entitled to be regularized provided that:

- there is a reasonable expectation of ongoing employment of at least 50% of a full-time workload with work in each of the fall and spring semesters;
- the temporary faculty member is deemed qualified for this work by a duly constituted selection committee in the applicable seniority group(s); and
- the evaluations, if any, of the faculty member during the immediately preceding two-year period have been deemed satisfactory.

For instructional faculty, Directed studies, non-release sections of Prior Learning Assessment, overload, contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters, and non-required courses taught outside the normal fall and spring semesters, are not included in regularization workload calculations.
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## ***What is the Right of First Refusal?***

Additional available work in the same department must be offered on the basis of seniority to qualified regular faculty on lay-off with recall rights, then to qualified regular faculty with less than full workloads.

Should these faculty refuse the work, or should additional work in the department still be available, temporary faculty who have received satisfactory teaching evaluations have the right to be offered the work for which they are qualified, on the basis of seniority\*. If there are two or more temporary faculty with equal seniority, a hiring committee must allocate the available work.

Normally, non-regular faculty can retain the right-of-first refusal for up to 12 months since their last contract, but in the case of Powell River and for some specialized courses on the Nanaimo and Cowichan campuses this right is retained for up to 2 years from the last contract.

*[\*Note: “qualified” does **not** mean most qualified – if you are denied additional work for which you believe you are qualified, contact us immediately. Also note that seniority is calculated based on all VIU work, so it can be accumulated in multiple departments.]*

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### ***Do I report to my Departmental Chair?***

No. Duties of the Chair differ between departments but do not include management of faculty. However, your Chair may influence your evaluations, which courses you are assigned, and whether you may undertake directed studies courses or leaves. Departmental Chairs are also involved in Departmental staffing decisions and curriculum development. A Departmental Chair may also request that Temporary Faculty Members be evaluated.

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### ***Limited Term Contracts (LTCs)***

Ordinarily, limited term contracts are offered to replace regular faculty on a leave of absence, and non-regular work may be bundled up to a Full-Time workload and offered to one selected candidate. Internal, qualified non-regular faculty with seniority are given first opportunity to compete for this position, however seniority is not a determining factor in the selection. If no qualified internal candidates exist, then the assignment can go to an external competition. Non-regular faculty on limited term contracts will receive pay on the regular faculty scale (F2), full health benefits, professional development funds and paid vacation. Normally one year LTCs will run from August 1 to July 31<sup>st</sup>.

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### ***Course Cancellation***

If you are contracted to teach a course and it is cancelled without replacement work being given, you will receive a flat fee of 3.75% of the worth of the contract in compensation. An additional pro-rata payment will be made if any actual student contact hours have occurred.

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### ***How is my workload determined?***

Generally, an Instructor's or Professor's workload is determined by the Chair of their Department, in consultation with other faculty in the Department. The workload, responsibilities and duties of non-instructional faculty are determined by the appropriate Chair, Director, Regional Campus Principal or Dean, in consultation with that faculty member.

The Collective Agreement also places some limits on workloads. Instructional workloads are limited to a maximum of sixteen teaching hours a week, averaged over two semesters. The maximum number of regular lecture classes is eight in an academic year. Instructional Faculty with an assignment equivalent to seven sections which includes one or more upper level courses are entitled to a release from the eighth section.

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.

The Collective Agreement requires workloads to be fair. This includes, for example, the prep time each departmental member is required to devote to the courses they have been assigned, relative to the prep time required of other departmental members. If you think there is an unbalanced workload in your department, contact a shop steward or the VIUFA office.

A number of limits to timetabling are also set out in the Collective Agreement. These include for the provision of travel time where a Professor is teaching at more than one campus, and the requirement for at least one continuous hour of unscheduled time between 11.30 a.m. and 2:30 p.m. If you have concerns about how your schedule is designed, review Article 10.4.1.1. of the Collective Agreement to ensure it is within the limits set out.

Non-instructional faculty workloads are to average 35 hours per week, although the Collective Agreement permits some seasonal variability to allow for peak periods. Overtime work for most non-instructional faculty is compensated through time off in lieu, however there are paid overtime provisions and on-call premiums in place for technicians in IT.

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***The Collective Agreement can be confusing – how do I understand it?***

If you are unsure about how the Collective Agreement applies in a particular situation, do not hesitate to contact the Chief Personnel Steward or the Labour Relations Advisor. Both can be reached through the VIUFA office at 250-740-6339.

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### ***We Are Your Advocate!***

If something doesn't seem right, or if you just don't know whether one of your rights is being violated, contact us sooner rather than later. We can accompany you to meetings or provide a second opinion on that correspondence before you send it. In most cases, you'll be most protected the sooner you contact your advocate.