

VIU – VIUFA Faculty

Offer for Settlement

DATE: December 20, 2023

TIME: 8:15 pm

#### Introduction

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the Employer to the Union for the renewal of the expired 2019-2022 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

# **Memorandum of Agreement (MOA) Template**

## **MEMORANDUM OF AGREEMENT**

between the

Vancouver Island University

(hereinafter called "the Employer")

and the

Vancouver Island University Faculty Association (VIUFA)

(hereinafter called "the Union" or "VIUFA")

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

**AND**

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2022 AND EXPIRING MARCH 31, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from April 1, 2022 to March 31, 2025 both dates inclusive.

**3. Effective Dates**

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

**4. Appendix "A"**

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

**5. Appendix "B"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

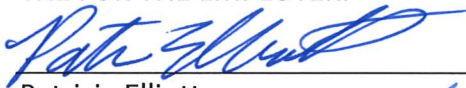
**6. Ratification**


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

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


Signed this 20<sup>th</sup> day of December, 2023.

BARGAINING REPRESENTATIVES  
THE FOR THE EMPLOYER:

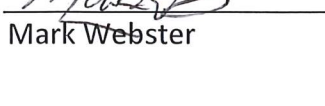
  
Patricia Elliott

  
Dan VanderSluis


  
Ross MacKay

  
Irlanda Price

  
Todd Barsby

  
Mark Webster

BARGAINING REPRESENTATIVES  
FOR THE UNION:

  
Jane Wodlinger

  
Gara Pruesse

  
Clay Armstrong

  
Bonita Davidson

  
James Wood

  
Neif McLeod

## Appendix A

### 1.

#### Salary Increase

All salary scales for classifications or positions in the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective April 01, 2022, all annual salary scales in the collective agreement which were in effect on March 31, 2022, shall have each step increased by \$455. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2023, all salary scales in the collective agreement which were in effect on March 31, 2023, shall be increased by 6.75%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (Note: This increase includes the COLA amount of 1.25% in addition to the 5.5% general increase.)
- (c) Effective April 01, 2024, all salary scales in the collective agreement which were in effect on March 31, 2024, shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The salary increase in (c) above may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for Vancouver Island University and were part of the bargaining unit between April 1, 2022 and the date of ratification must apply to Vancouver Island University within six (6) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay.

### 2.

#### Cost of Living Adjustment

Letter of Understanding #XX

**Re: Cost of Living Adjustment**

#### **Definitions**

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.



The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

### **COLA**

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

#### **April 2023**

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

#### **April 2024**

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

### **3. E01**

"1.4.1 "Appropriate Senior Administrator" refers to the faculty member's administrative manager, as identified by the University at the time of the faculty member's initial appointment. Should the faculty member's administrative manager change, such change will be communicated to the faculty member. The manager may be a Dean or Associate Dean, Director, Associate Vice-President, University Librarian, Registrar, or Chief Information Officer, for example."

"1.4.4 "Dean" means the ~~Appropriate Dean, Director, or Senior~~ Academic Administrator of an individual Faculty."

(Renumber all definitions from 1.4.2 to 1.4.12 by incrementing the final number by one.)

\*\*\*\*

"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~~ appropriate Senior Administrators 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 Associate Vice-President, Human Resources."

\*\*\*\*

"6.4.1.2 For the purposes of 6.4.1, "~~t~~The appropriate senior administrator(s)" shall refer to the Dean(s), or Director(s), or Regional Campus Academic Administrator(s) who take(s) the responsibility designated in Article 6.4.1.5."

\*\*\*\*

"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~~ appropriate Senior Administrator. In instances where no other means of transportation can be made available by the University, and a faculty member is required to drive their personal vehicle for Vancouver Island University business more than six days in one calendar month in their I.C.B.C. year, then the University shall pay the extra costs of necessary insurance. Prior approval of the ~~s~~Senior ~~a~~Administrator is required. A copy of insurance documentation reflecting additional 007 coverage premium costs must be attached to the claim for reimbursement."

\*\*\*\*

"11.4.3.2 Appeals on salary placement shall be made to a Salary Placement Appeals Committee which shall consist of the following: the Vice President Academic, the appropriate ~~Dean of Instruction~~ Senior Administrator, and four (4) faculty members elected annually in May by the Association. The Chief Personnel Steward of the Association, or designate, shall be the advocate for the faculty member involved."

\*\*\*\*

"11.8.1 Since experience usually results in improved teaching ability and/or increased knowledge in an area of expertise, a faculty member can normally expect an annual increment on the basis of this experience. Each part-time faculty member shall accumulate experience credits in the same proportion as their salary compared to the salary they would receive as a full-time faculty member. If the increment is not granted, the ~~Dean of Instruction~~ appropriate Senior Administrator must state the reasons in writing to the faculty member by February 15 of the year preceding the contract year when the increment is to be withheld. The Committee of Personnel Stewards of the Association may make representation to the Vice-President Academic should the faculty member so request. Increments will



be effective on the first day of the pay period following that date in which the faculty member accrued 1.000 credits towards an incremental salary increase. Normally, only one work experience increment or additional educational increment shall be awarded in a twelve-month period subject to Articles 11.5.1 and 11.5.2."

\*\*\*

"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~~ appropriate Senior Administrator for comments and recommendation. The request will then be reviewed by the Associate Vice-President, Human Resources prior to final approval from the Vice-President Academic. The decision to grant the leave shall be based on the Standard of Reasonableness. Requests should be submitted to the appropriate ~~Dean~~ Senior Administrator, with three (3) month's notice required."

\*\*\*\*

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

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

#### 4. E2 / hE03/hF07

##### 6.2.5 Assignment to Seniority Group

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

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

"6.2.8 The seniority groups currently agreed upon are:

Accessibility Services	Geography
Accounting	History
American Sign Language Interpreters	Horticulture
Anthropology	Hospitality Management
Art and Design	<u>Indigenous Education and Engagement</u>
<u>Athletics and Recreation</u>	<del>International Education Student Advisor</del>
Biology	<u>IT Operations and Enterprise Systems</u>
<del>Campus Career Centre</del> <u>for Experiential Learning</u>	Japanese
Centre for Innovation & Excellence in Learning	<del>Physical Education</del> <u>Kinesiology</u>
Chemistry	Liberal Studies
Child & Youth Care	Library
Chinese	Management
Classics, Philosophy & Religious Studies	Marketing
Community Planning	Mathematics
Community Support Worker	MBA <del>Hertfordshire</del>
<del>Computer Support</del>	<del>Media Services</del>
<del>Computing</del> <u>Computer Science</u>	Media Studies
Counselling	Music
Creative Writing and Journalism	Baccalaureate Nursing
Criminology	Physics
<del>BA Degree Advisor</del>	Political Science
Dental Hygiene	<del>Practicum Liaison</del> <u>Coordinator, Health Services Programs</u>
Early Childhood Education and Care	<del>Practicum Liaison</del> <u>Coordinator, Human Services Programs</u>
Earth Sciences	<u>Psychedelic Studies</u>
Economics	Psychology
Education	Quantitative Methods
Educational Advising	<del>Recreation and Administration/Tourism</del>
Elders	<u>Management</u>
	<del>Research Chair</del>



Engineering	Resource Management Officer Technology and Protection
English (26)	Social Work
University Affairs External Relations	Sociology
Finance (8)	Spanish
Student Financial Services Financial Aid & Awards	Enrollment Management Student Recruitment
First Nations Student Services	Studies in Women's Studies and Gender
Fisheries & Aquaculture	Theatre
Forestry	First Nations Xwulmuxw Studies
French	Writing Centre"

...

6.2.9 "The Seniority list for Article 6.2.6 shall be published yearly by November 30. On or before that date, copies of the seniority lists shall be sent to the Deans, and the Association's President and Chief Personnel Steward of the Association and a further copy distributed to each instructional and non-instructional group area on or before the respective deadlines. Appeals of placement on these lists can be made through the Committee of Personnel Stewards of the Association within ninety days of circulation. Disputes shall be resolved by a joint committee consisting of the Chief Personnel Steward of the Association, President of the Association, the appropriate senior administrator and the Associate Vice-President of Human Resources.

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

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

## 5. E08 / F67 Partial

### Related NEW Letter of Agreement: Student Surveys

"The parties agree that sStudent survey tools should align with best practices and, the potential for bias should be minimized.

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

For additional clarity, student surveys in the context of this LOA and Articles 7.2.3 and 7.3.1 are student classroom evaluations and do not include broader surveys of the student population.

Expires March 31, 2027.”

## **6. E13, E36 (Partial), E48, F49**

### **“9.4.1 Regularization of Non-Regular Faculty**

#### **9.4.1.1 Eligibility Requirements**

##### **9.4.1.1.1 Temporary Faculty**

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

a) There is a reasonable expectation of ongoing employment for which the temporary faculty member is deemed qualified pursuant to (c) below at a workload of not less than fifty percent (50%) of an annual full-time workload with work in ~~each of the fall and spring semesters~~ at least two semesters (Fall, Spring, or Intersession) in the next academic year;

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

c) A duly constituted selection committee (Article 6.4.1.6), in the applicable seniority group(s), deems the faculty member qualified for the work available.”

.....

### **9.4.2 Regularization of Temporary Workload for Regular Part-Time Faculty**

#### **9.4.2.1 Eligibility Requirements**

....

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

....

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

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

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

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

- i) Directed Studies;
- ii) Non-release section(s) of Prior Learning Assessment;
- iii) Overload;
- iv) Contract activity not related to the normal delivery of credit instruction during the fall, ~~and/or~~ spring and/or intersession semesters;
- v) Courses taught outside the normal fall and spring semesters unless the course is required and designated to be taught in intersession ~~special session~~ in the official program outlined as approved by Senate;

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

\*\*\*\*

#### 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 Special Session which constitute a program requirement and does not include courses which are assigned as part of a regular faculty member's workload under Article 10.2.1.2.2.

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

\*\*\*\*\*

#### 11.1.4.2



"Effective April 1, ~~2019~~2022, a temporary instructional faculty member shall be paid the flat rate of \$7,454.40 ~~6,640.99~~ per assigned course consisting of three lecture or equivalent hours per week over the normal fall, or spring semester. ~~Effective the first day of the first full pay period after April 1, 2020,~~ by four percent (4.0%) to \$\* 7,044.76. The rate will be adjusted to \$7,957.57 ~~by the 2% GWI again on~~ April 1, 2023~~0~~, and to \$8,116.72\* % April 1, 2024~~1~~. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one-third of the above amount for each hour of teaching per week, for one semester. The flat rate shall be increased as follows:

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

\*subject to change per Letter of Understanding #XX Re: Cost of Living Adjustment."

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### 12.2.3

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

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*Formerly LOA 9, Current proposal partial E36 (initially tabled February 21, 2023). Change to bullet number five below.*

*Proposed: New Article 10.11.1.4*

"10.11.1.4 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 and/or interession 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 interession in the official program outline as approved by Senate. {Notwithstanding this, where part of the regular workload for a faculty member is assigned during interession, it will be considered in determining eligibility for Upper Level release.}"



## 7. F11, F54 and F59

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

~~10.2.2.2~~ 10.2.2.3 Chairs of non-instructional faculty shall be selected in accordance with the procedure in Article 10.11.2.1."

## 8. F53

"10.4.1.1 Timetabling

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

## 9. E17 / F25

10.11.2.2

"Release sections for Chairs of Departments will be granted on the following basis (based on departmental FTE count as of February 15th prior to the academic year in question):

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

Instructional Departments with 10 to less than 20 FTE faculty: greater than or equal to 2 sections

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

Instructional Departments with 30+ FTE faculty: greater than or equal to 4 sections

The following conditions will apply to the above:

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

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

Education \_\_\_\_\_ 5 sections

Sport, Health and Physical Education \_\_\_\_\_ 2 sections

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

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

New LOA to appear in Collective Agreement:

"Letter of Agreement ###: Determining Chair Release

A Joint VIU/VIUFA committee will be formed, with each party to identify up to four Committee members. The goal of the Committee is to develop and assess possible alternatives in determining appropriate chair release. Such recommendations will take into consideration current Collective Agreement provisions and practices. The Committee will submit a written report to the Joint Labour Management Committee. The Committee will complete its work by June 15, 2025."

## **10. Travel Allowances 11.2.2**

### 11.2.2 Travel Allowances

"The University shall pay the expenses of a faculty member, as per the appropriate University policy on reimbursement of travel and/or other expenses section 42.08 of the Vancouver Island University Policy Book, of a faculty member when on University business as approved by the appropriate Senior Administrator 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 their personal vehicle for Vancouver Island University business more than six days in one calendar month in their I.C.B.C. year, then the University shall pay the extra costs of necessary insurance. Prior approval of the sSenior aAdministrator is required. A copy of insurance documentation reflecting additional 007 coverage premium costs must be attached to the claim for reimbursement.

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

### 1.4.12 Year:

"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."

## **11. F66**

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.

## **12. Insert E51 "Revised"**

4.2.2.3. b) to read: "Salaries for Technology Support Positions are determined based on Article 11.6. ~~will be determined based on Articles 11.4.2.1, the IT LOA and Appendix D.~~ "

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

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(All language in Article 11.6 would be underlined in the collective agreement as this is new language. The "original" language (not underlined) is from the LOA 24.)

### **"LETTER OF AGREEMENT #24: IT DEPARTMENT POSITIONAL BASED PAY PILOT PROJECT**

~~The parties recognize the unique nature of IT work within the VIUFA bargaining unit may benefit from the creation of a specialized compensation model. The compensation rates include Labour Market Adjustment as reflected in the 2018 IT Mid Contract Modification, dated March 20, 2018:~~

~~The Parties agree to the following:~~

#### **NEW "11.6 Salary Placement for Technology Support Positions**

11.6.1 The current F1 Scale, incorporating the 2018 Labour Market Adjustments where applicable, ~~is~~ will be the basis of a six level pay scale applicable to all Technology Support Positions as defined in Article 4.2.2.3 a). ~~All current and identified IT positions will be placed at each appropriate Pay Band.~~

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

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

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



c. Temporary employees hired into Technology Support positions with initial appointments of less than five months are ~~will be~~ paid at 75% of the job rate.

Temporary employees who are extended beyond five months will receive Step 1. Such employees are not subject to postings and can be filled at the discretion of management, as required. Upon request, VIUFA will receive a report on the number, duration, placements and reasons relating to these positions.

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

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

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

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

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

~~7. Current IT faculty members will be placed on the appropriate step based on the number of full time years in the position. If the new step of their position is less than their current salary, they will be placed at the next highest step. If their current rate exceeds Step 4 in their Pay Band they will maintain their current job rate and not be eligible for general wage increases. Their increment date will remain the anniversary date when they started in the position.~~

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

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

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

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

~~13. This pilot will be effective from the date of ratification of the 2019-2022 VIUFA-VIU collective agreement."~~

"Appendix A3: Technology Support Position Pay Bands



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

<b><u>Technician Group F (e.g., Senior DBA)</u></b>	<b><u>Job Rate at Step 4</u></b>	<b><u>plus LMA</u></b>
<u>Step 1 (85%)</u>		<u>\$85,079.55</u>
<u>Step 2 (90%)</u>		<u>\$90,084.23</u>
<u>Step 3 (95%)</u>		<u>\$95,088.91</u>
<u>Step 4 (100% of F1-11)</u>	<u>\$80,093.59</u>	<u>\$100,093.59</u>
<b><u>Technician Group E (e.g., Senior Web Analyst, Senior Programmer Analyst, Senior Network/System Analyst)</u></b>		
<u>Step 1 (85%)</u>		<u>\$79,979.55</u>
<u>Step 2 (90%)</u>		<u>\$84,684.23</u>
<u>Step 3 (95%)</u>		<u>\$89,388.91</u>
<u>Step 4 (100% of F1-11)</u>	<u>\$80,093.59</u>	<u>\$94,093.59</u>
<b><u>Technician Group D (e.g. Programmer Analyst II, System/Network Analyst, Web Developer)</u></b>		

<u>Step 1 (85%)</u>		<u>\$74,454.55</u>
<u>Step 2 (90%)</u>		<u>\$78,834.23</u>
<u>Step 3 (95%)</u>		<u>\$83,213.91</u>
<u>Step 4 (Step F1-11)</u>	<u>\$80,093.59</u>	<u>\$87,593.59</u>
<b><u>Technician Group C (e.g., DBA)</u></b>		
<u>Step 1 (85%)</u>		<u>\$74,029.55</u>
<u>Step 2 (90%)</u>		<u>\$78,384.23</u>
<u>Step 3 (95%)</u>		<u>\$82,738.91</u>
<u>Step 4 (Step F1-11)</u>	<u>\$80,093.59</u>	<u>\$87,093.59</u>
<b><u>Technician Group B (e.g. Technician)</u></b>		
<u>Step 1 (85%)</u>		<u>\$68,079.55</u>
<u>Step 2 (90%)</u>		<u>\$72,084.23</u>
<u>Step 3 (95%)</u>		<u>\$76,088.91</u>
<u>Step 4 (Step F1-11)</u>	<u>\$80,093.59</u>	<u>\$80,093.59</u>
<b><u>Technician Group A (e.g. Programmer/Analyst)</u></b>		
<u>Step 1 (85%)</u>		<u>\$57,680.70</u>
<u>Step 2 (90%)</u>		<u>\$61,073.69</u>

<u>Step 3 (95%)</u>		<u>\$64,466.67</u>
<u>Step 4 (Step F1-8)</u>	<u>\$67,859.65</u>	<u>\$67,859.65</u>

### 13. F42/F43

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

a) provide each regular faculty member, upon application, a minimum of \$1010~~1200~~ for professional development activities approved by the appropriate Academic Administrator.

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

The following expenses may be eligible for reimbursement:

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

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

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

Faculty members may elect to open Research Accounts.

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

1. Claimed on an expense claim form authorized by the Dean, Director or Campus Administrator. Payment to the faculty member of 75% of the unexpended balance at the end of the fiscal year (March 31) will be added to their taxable income for the calendar year in which the payment is received. The remainder (25%) of the unexpended balance claimed by the faculty on the expense claim, at the end of the fiscal year (March 31), will be retained by the University;
2. Carried forward to the following fiscal year provided that at no time will an employee's Professional Development fund balance exceed \$3,000;
3. Carried forward into the faculty member's Research Account.

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

#### **14. F43**

*While not to be included in the collective agreement, the following amendment to the benefit plan will be made effective January 1, 2024.*

*Establish a Health Care Spending Account for Extended Health and Dental: Subject to the insurer's plan for eligible expenses, effective January 1, 2024, \$280 per calendar year on the basis of:*

1. *Credit carry forward - the HCSA amount is allocated at the beginning of the calendar year. The unused credits in the year are carried forward for one additional year. If these are not used by the end of year 2, the amounts are forfeited;*
2. *Coordination of benefits (COB) - claims are required to go through all other sources (including COB) before HCSA funds can be accessed.*

#### **15. E23**

##### "12.11 Cultural Leave for Indigenous Employees

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

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



## 16. E31/22

### 12 Leaves, ~~Paid and Unpaid~~, Professional Development and Scholarly Activity

#### 12.2 Vacations

#### 12.3 Professional Development Funds and Leave

#### 12.4 Assisted Leave (Professional Development and Scholarly Activity)

#### 12.6 Purchase of Release Time

#### 12.7 Leave for Domestic and Sexual Violence

#### 12.8 Family Illness

#### 12.9 Bereavement Leave

#### 12.10 Maternity, Parental and Adoption Leave

#### 12.11 Cultural Leave for Indigenous Employees

#### 12.14 Exchange Leave

#### 12.15 General Leave, Unpaid

#### 12.16 Public Duties

#### 12.17 Jury Duty and Court Appearances

#### 12.18 Deferred Salary Leave

#### 12.19 Seniority Accrual

#### 12.20 Retention of Status

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

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

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

b) Temporary appointments for Instructional Support, Technology Support and University Experience positions shall include a vacation entitlement of twenty (20) accrued vacation days\* or 8% vacation pay. ~~\*vacation amounts based on full-time work hours.~~

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

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

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

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

## 12.8 FAMILY ILLNESS

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

\*\*\*

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

## 12.15 GENERAL LEAVE, UNPAID

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

### 12.15.1

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

### 12.15.2

Faculty members on a full release leave of absence must ~~may~~ maintain their VIU Group Life Insurance, AD&D, and Disability Insurance and may maintain their extended health and dental benefits by monthly payments of the full faculty and employer shares."

### 12.15.3 PARTIAL WORKLOAD AVERAGING LEAVE

#### 12.15.3.1

A workload averaging leave is a partial unassisted averaging of salary across two semesters in the same academic year available, on the recommendation of a Dean and the approval of the appropriate Vice President, to regular, full-time faculty at the top of their salary scale.

#### 12.15.3.2

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

#### 12.15.3.3

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

#### 12.15.3.4

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

#### 12.15.34

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

#### 12.15.45

Upon receiving an approved Leave of Absence (Article 12.15) and before taking said Leave of Absence, faculty shall submit a written description of their plans to the University Leave Committee. The University Leave Committee shall then determine whether said leave shall be granted "Preliminary Approval as Professional Development Leave of Absence" under the guidelines of Article 12.4.9.1.2.

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

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

#### 12.15.45.1



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

12.15.56

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

12.15.67

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

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

**17. E37**

**E37 New LOA to replace LOA #10 (all new language to be underlined)**

**Version notes: Changes from Original ER version highlighted**

**Proposed LETTER OF AGREEMENT for revised MBA**

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

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

- Teach a minimum of three credits,
- Supervise a minimum of one section of MBAA 551 when assigned,
- Participate in ~~bi-weekly~~ MBAA Community of Practice meetings (~~faculty development~~), and/or other MBA program development activities
- Support student performance remediation processes (to be determined by the Graduate Programs Advisory Committee),
- Teach in compressed blocks (i.e. modules of five or seven weeks in duration) when assigned; teach with schedules that may include evening or weekend classes, when assigned.

## **A. WORKLOAD**

### **1. Teaching**

#### **1a. Teaching – Regular faculty**

Courses in the MBA range from one to three credits. Each credit, or half credit, of an MBA course will count as equivalent credits for the purposes of workload calculation.

Full-time faculty teaching a minimum of three (3) MBA credits in an academic year are eligible for one section of release. The MBA release does not preclude other releases from being assigned.

Full-time faculty who are teaching six credits or more of the MBA and who do NOT qualify for an upper-level release, shall be given an additional MBA release.

#### **1b. Teaching – Temporary Faculty**

A temporary faculty member shall be compensated at the applicable flat rate for each course taught.

Full-time temporary faculty will receive the option of release time. Part-time temporary faculty do not receive release time.

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

- All MBA courses are included regardless of the semester they are offered.
- Teaching the equivalent of 24 credits over any sequential 24 months period, with a minimum of twelve credits in each of both 12 months periods, shall be sufficient to meet the 50 percent requirement for eligibility for regularization.

#### **1c. Teaching – LTC Faculty**

For the period of their contract, LTC faculty will fall under the provisions of 1a above.

### **2. Applied Business Project Supervision**

#### **2a. MBAA 551**

All students in the MBA will undertake an Applied Business Project (ABP) through the required course of MBAA 551 which involves the investigation and analysis of a complex business problem or management issue.

The class size maximum for MBAA 551 is eight students.

Supervision of MBAA 551 students may occur in both group and one-on-one formats at faculty discretion. Faculty will abide by the FOM supervision practices as outlined by the FOM Graduate Programs Advisory Committee.

A standardized ABP description and grading rubric, developed and approved by the FOM Graduate Programs Advisory Committee, will provide the basis for assessment.

#### 2b. Workload Calculation

Each full section of MBAA 551 (i.e. with eight students) will count as the equivalent of a three-credit course for workload.

Sections with less than eight students will be pro-rated based on each student being the equivalent of 1/8<sup>th</sup> of a course. Sections of four or more students can be assigned as regular workload: 4 students = 1.5 credits, 5-6 students = 2 credits, 7-8 students = 3 credits. Sections of less than four students will be assigned as additional work.

Temporary faculty shall be paid a flat rate and pro-rated as outlined above.

#### 2c. Number and Allocation of ABP Sections

The Graduate Programs Office (GPO-FOM) will determine the number of sections of MBAA 551 to be offered in a given semester.

The GPO-FOM will distribute sections of MBAA 551 between the following FOM departments that service the MBA: Management and Law, Marketing, Economics, Finance & Quantitative Methods, and Accounting.

Sections of MBAA 551 will be assigned as per the collective agreement.

Faculty who are not teaching in the MBA may volunteer to be assigned a section of MBAA 551.

### 3. Other Duties

General faculty duties are set out in Articles 7.2.2 and 10.2.1.1 of the collective agreement. Specific activities associated with the MBA program, as per 7.2.2.e, are connected to an MBA release which provides faculty with time to perform these duties. Such duties include attending participating in regular curriculum development and coordination activities for the purposes of:

- Ongoing curriculum mapping and integration,
- Planning and implementing assurance of learning related to the program learning outcomes,
- Ensuring program quality through reviewing program-level student feedback, and
- Sharing teaching practices.

Such duties will occur through a combination of conversations between: the cohort of MBAA teaching faculty, MBAA discipline streams, and MBAA module teams.

As part of these duties, regular faculty are required to:

- Attend the MBAA Community of Practice (CoP) meetings, which are open to all members of the Faculty of Management (FOM);~~\*, The purpose of the MBAA CoP is to:~~
- Share teaching practices, successes and challenges;
- Facilitate curriculum integration within modules and between disciplines;



- Create disciplinary and interdisciplinary conversations to pursue continuous improvement and ensure the curriculum and pedagogies employed remain relevant to our students;
- Develop and implement quality assurance processes, and
- ~~Build community.~~

~~\*Should a faculty member be unable to attend CoP meetings, contributions to the CoP can be made in alternative forms, in discussion with with the approval of the Dean or Associate Dean, Graduate Programs or the Associate Dean, Graduate Programs; such approval will not be unreasonably denied. Should a faculty member be unable to attend CoP meetings, they may contribute to CoP by alternative means with approval of the Dean or Associate Dean.~~

Temporary faculty members who are ineligible for the MBA release may elect to complete these duties as part of their teaching assignment in the MBA for which they will be paid a stipend of \$750 per semester in which their MBA workload occurs.

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

Full workload credit will be given for any MBA courses taught regardless of the semester in which they are taught.

MBA teaching occurs over three semesters, Fall, Spring and Intersession. If a faculty member teaches an Intersession course, their workload assignment shall be structured to ensure that they have non-instructional time (i.e. service and professional development) and vacation time equivalent to faculty who teach a traditional Fall/Spring workload. The scheduling of non-instructional time shall be mutually agreed upon by the faculty member and the Dean.

The faculty member will identify a 44 day vacation period, consistent with Article 12.2.3. All other non-teaching time will be professional development time and non-instructional duty time in keeping with Article 10.1.2.1.

#### B. TERMS OF THE AGREEMENT

For the purposes of the MBA program launched in fall 2020, this is the first letter of agreement, dated \*.

This letter of agreement does not apply to the MBA program delivered in partnership with the University of Hertfordshire. The Letter of Agreement #10 (signed October 2007) will continue to govern the remaining courses delivered for this program. There will be no stacking of entitlements between Letter of Agreement #10 and the current agreement.

With the exception of Directed Studies, at the conclusion of Fall 2020, Letter of Agreement #10 and the following agreements will be replaced by this Agreement:

1. The MBA Hertfordshire Addendum – Payment for MBA Thesis Rewrites, dated September, 2005

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

## 18. E52 / F17

### **“Letter of Agreement: Graduate Studies Sub-Committee**

Vancouver Island University faculty teach Graduate level courses in various programs. Workload and compensation related to both teaching graduate level courses and supervision of graduate students varies between programs.

It is agreed that a joint VIU/VIUFA committee will be formed to survey the workload and compensation practices and experiences of faculty in relation to course-based/for-credit graduate-level projects -and graduate level teaching.

The Employer and VIUFA will provide an equal number of committee members. ~~primarily include faculty and administrators who have direct experience with graduate level studies at VIU.~~

The mandate of the subcommittee will be to document workload and compensation practices and provide a written report to Labour Management with recommendations with respect to consistent practices. The committee’s findings may be forwarded to the Education Standards Committee. The subcommittee will complete its work by June 15<sup>th</sup>, 2025.”

## 19. F27

### **“Letter of Agreement: Senior Undergraduate Research Projects Committee**

Vancouver Island University faculty supervise course-based senior undergraduate projects. Workload and compensation related to the supervision of these courses varies between programs.

It is agreed that a joint VIU/VIUFA committee will be formed to survey the workload, compensation practices and experiences of faculty in relation to course-based/for-credit senior undergraduate projects.

The committee will have equal representation from the Employer and VIUFA. ~~The sub-committee will primarily include faculty and administrators who have direct experience with the topic.~~

The mandate of the subcommittee will be to:

- Define various activities that may fall under the category of course-based/for-credit senior undergraduate projects, including Capstone Projects, Senior Research Projects, Independent

Projects, Special Projects, Undergraduate Research Projects, Honours Thesis and some projects credited as Directed Studies courses.

- Undertake research to develop recommendations with respect to the foregoing, including possible consolidation of project category names and align compensation practices, consistent with existing Collective Agreement provisions.
- Provide a written report to Labour Management with recommendations in relation to the foregoing.
- Recommend a reporting method on workload related to the supervision of senior undergraduate student projects.

The committee's findings may be forwarded to the Education Standards Committee.

The committee will complete its work by June 15<sup>th</sup>, 2025."

## **20. E24**

*While not to be included in the collective agreement, the following amendments to the benefit plan will be made effective the first day of the month following the month in which this MOA is ratified:*

- *75% reimbursement for treatment by a Psychologist, Registered Social Worker, or Registered Clinical Counsellor up to a maximum of \$2500. The \$20 per visit maximum that applies to the first 5 annual visits for some other professional services does not apply to treatment by a Psychologist, Registered Social Worker, or Registered Clinical Counsellor.*

## **21. BENEFITS F30, F31, F34, E24, F86, F35**

*The following amendments to the benefit plan will be made effective the first day of the month following the month in which this MOA is ratified:*

### **"13.3 Benefit Provisions**

#### **a) Extended Health Benefits**

- i. Premiums are 100% employer paid.
- ii. To qualify for the Extended Health Benefit Plan, the employee must have medical coverage under a provincial plan. Eligible employees may commence participation on the first of the month following the date of employment.
- iii. Total lifetime coverage level will be unlimited.
- iv. Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a \$25 deductible in a calendar year. Effective January 1, 2016,



Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a \$50 deductible in a calendar year. Covered expenses include, but are not limited to, eligible prescription drugs, ambulance charges and emergency medical expenses while travelling outside Canada. The maximum lifetime benefit is unlimited.

- v. Hearing Aid ~~benefits claims will be to a maximum of \$600 every five years. Effective January 1, 2017, hearing aid~~ benefit claims will be to a maximum of \$1200 every three (3) years.
- vi. Medical Travel Referral Benefit shall be in accordance with the provisions set out in the benefits summary document found at <https://www2.viu.ca/HumanResources/BENEFIT.asp>.
- vii. Emergency Travel Assistance coverage shall provide 24 hour assistance to the employee and dependant for locating medical care and arranging medical transportation during a medical emergency occurring almost anywhere in the world.
- viii. Eye vision exams shall be reimbursed to a maximum of \$12500.00 every two (2) years.
- ix. Vision Care coverage shall provide 100% reimbursement for corrective lenses and frames or contact lenses up to a maximum of \$6500 per person every 24 consecutive months.
- x. Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

b) Group Life and Accidental Death and Dismemberment Insurance

- i. The University contributes 100% of the premiums for life insurance, accidental death and dismemberment benefits for eligible participating faculty members.
- ii. Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.
- iii. The amount of insurance coverage and eligibility is shown on the Human Resources website at <https://www2.viu.ca/HumanResources/BENEFIT.asp>.

c) Dental Plan

- i. Premiums are 100% employer paid.
- ii. Eligible employees may commence participation on the first of the month following one full calendar month of continuous employment.
- iii. The Dental Plan shall provide coverage including:
  - 100% of basic diagnostic, preventative, restorative and periodontal services, including ~~of~~ cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children (7 to age 19) and those with gum disease and other dental problems as approved by the Plan.
  - 670% of major restorative services such as crowns, bridges, and dentures.
  - 50% of orthodontia for dependent children to a maximum of \$24000 per child."

Make the following changes (highlighted in yellow) to the Dental Care section of the benefits booklet.

**“Your Dental Care Benefit is provided directly by Vancouver Island University. Manulife Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer’s Benefit Plan.**

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

### ***The Benefit***

**Deductible** (No changes)

**Dental Fee Guide** (No changes)

### **Benefit Percentage (Co-insurance)**

- 100% for Level I - Basic Services
- 100% for Level II - Supplementary Basic Services
- ~~6~~70% for Level III - Dentures
- ~~6~~70% for Level IV - Major Restorative Services, including dental implants
- 50% for Level V - Orthodontics

### ***Level V - Orthodontics***

- orthodontic services for dependent children only ”

*(No further changes to the Dental Care section of the benefits booklet)*

### **APPENDIX G of Benefits Booklet**

#### ***“Benefit Summary***

*Deductible Amount: None*

*Benefit Amount: 100% of eligible expenses*

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

*Coverage Limitations:*

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

#### **List of Eligible Expenses**

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

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

**Accommodation:** Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

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

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

#### **Superior Benefits**

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

#### **Exclusions**

**No benefit shall be payable for:**

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;



- *Charges not included in the list of eligible expenses;*
- *Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of their license;*
- *Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;*
- *Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;*
- *Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;*
- *Charges which the administrator is not permitted, by any law to cover;*
- *Charges for dental work where a third party is responsible for payments of such charges;*
- *Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;*
- *Charges for services and supplies resulting from any intentionally self-inflicted wound;*
- *Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical specialty society;*
- *Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.*

#### **Claims Adjudication**

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

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

## **22. F62**

### Letter of Agreement #17: Supporting Students with Complex Accommodation Needs

A review of the 'Services Available to Students with a Documented Disability Policy' (Policy 32.02) will commence in Spring 2024, focusing on academic accommodations for students. VIUFA will be solicited for membership in the committee leading that review. At the conclusion of this committee's work, VIU agrees to discuss the revised Policy 32.02 at Labour Management and consider workload practices in relation to students with complex accommodation needs.

Expiry: March 31, 2025

**23. E20/F65**

"Letter of Agreement ##: Decolonizing the Salary Placement Procedure

The parties agree to create a joint VIU - VIUFA committee to support Decolonizing salary placement procedures used to determine initial salary placement for new Indigenous VIUFA employees. Each party will designate three or four members to serve on the committee.

The mandate is to develop recommendations for recognizing meaningful qualifications from outside of colonial structures and institutions, such as service in First Nations governance; Elder status; community leadership experience; recognized cultural expertise (i.e. knowledge keeping); traditional teaching in community; and other non-colonial qualifications held or acquired by Indigenous employees.

Committee recommendations will be provided to the bargaining committees to inform future rounds of collective agreement negotiation. The work of the committee will involve respectful, culturally appropriate dialogue with Indigenous people in parallel with research of decolonization measures in place for salary placement procedures at comparator institutions. The Committee will submit a report with recommendations to Joint Labour Management Committee by June 15, 2026."

**24. F25**

"Letter of Agreement ###: Release Report

The SAWS report outlining releases and teaching assignments shall be made available to the Chief Steward of VIUFA. Should SAWS be replaced, alternative delivery modes for this information will be provided.

For further specificity, SAWS entries for instructional faculty will include:

- a) instructional faculty member workload, including releases; and
- b) releases granted under Article 10.11.4 (Deans' discretionary release), along with the purpose, in the description of the release. Releases will be identified as "Releases under 10.11.4".

**25.F26**

"LOA: One-Time Investments

The parties agree to the following, as a one-time investment, to be spent by March 31, 2025:

- A one-time payment of \$250 to each regular individual faculty member's Professional Development Fund (as set out in Article 12.3.1). This payment will be made April 1, 2024. The cap on PD Funds will be raised to \$3,250 for the duration of 2024/25.
- The one-time investment of \$68,800 in the establishment of individual time awards of one section each, to be awarded by the VIUFA Assisted Leave Committee in 2024/25 to eligible applicants proposing Scholarship of Teaching and Learning or Pedagogical Development projects.
- A one-time payment of \$15,000 to VIUFA for dispersal to non-regulars for Professional Development purposes.
- A one-time payment of \$350 to the Health Care Spending Account (HCSA) of each qualifying VIUFA employee. Payment to be made February 1, 2024. The provision of this one-time addition to the HCSA will be administered on the same basis as ongoing HCSA funding set out in the benefits booklet."



26.

F10 / E55 (Workload Equity)

Letter of Agreement

Between

Vancouver Island University (VIU) “the Employer”

And

Vancouver Island University Faculty Association (VIUFA) “the Faculty Association”

“Re: Workload Equity – Faculty of Science & Technology

Further to the report of the Workload Equity Committee (March 2022) and LOA #20, the following is the understanding and agreement of the parties with respect teaching workload hours and the use of Teaching Assistants in the Faculty of Science and Technology.

The following changes will come into effect for the 2024/25 academic year and continue thereafter for the duration of this agreement.

**PART A: Workload**

**Hours:**

Further to Article 10.2.1.2.1 of the collective agreement, the following outlines the maximum teaching hours, including release hours, for the faculty in each department outlined below, commencing in the 2024/25 academic year:

<u>Department</u>	<u>Maximum Teaching Workload Hours</u>
<u>Biology</u>	<u>28.5</u>
<u>Computer Science</u>	<u>28.5**</u>
<u>Chemistry</u>	<u>28.5</u>
<u>Earth Sciences</u>	<u>28.5</u>
<u>Fisheries &amp; Aquaculture</u>	<u>28.5</u>
<u>Forestry</u>	<u>28.5</u>
<u>Physics-Engineering</u>	<u>28.5</u>
<u>Mathematics</u>	<u>28.5**</u>

Resource Management and Protection	28.5
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\*\*The maximum teaching hours for the departments of Computer Science and Mathematics will also be subject to a separate Letter of Agreement (LOA) incorporating the funding from the 2023 Computer Science expansion. This LOA will be negotiated between the parties by January 31, 2024.

Non-regulars:

1. Budgetary feasibility of the workload, as outlined above, is contingent on continued employment of non-regular faculty, which may include Teaching Assistants, to cover reductions to 28.5 teaching hours.
2. Workload hours assigned to non-regulars, as set out in the table below, do not satisfy the requirement for “ongoing employment” for the purpose of Regularization under Article 9.4.1.1 a).

<u>Department</u>	<u>Hours Exempt from Regularization</u>
Biology	24.90
Computer Science	17.49
Chemistry	0
Earth Sciences	6.79
Fisheries & Aquaculture	12.88
Forestry	10.04
Physics-Engineering	0
Mathematics	21.52
Resource Management and Protection	9.14

3. In an effort to avoid negatively impacting the potential earning capacity of non-regular faculty, sessional Instructors may continue to be assigned 32 teaching hours, but for the purposes of regularization, full-time workload will be 28.5 hours.

Teaching Hours Bank:

1. Should a faculty member’s teaching workload, in an academic year, exceed or fall short of what is set out in the table above, the difference will be tracked and banked.
2. A positive or negative balance in a faculty member’s teaching hours bank will not exceed four (4) hours.
3. Any excess above four (4) hours will be paid out as overload except where the Dean and the faculty member agree to continue banking.
4. Notwithstanding paragraph 1, Article 10.3.1 (Overload) will apply to discrete work assignments that are entirely above 28.5 teaching hours.

5. If a faculty member's appointment ends and the teaching hours bank has a positive balance, the balance shall be paid out to the faculty member.
6. Practice on cancellation of courses after April 30:
  - a. If a faculty member's assigned workload drops below 28.5 due to the cancellation of a course and further workload is not reassigned to them, neither a positive nor negative balance will accrue.
  - b. If a faculty member's assigned workload is already below 28.5 and drops further and workload is not reassigned to them, only the original negative balance will accrue.
  - c. If a faculty member's assigned workload of more than 28.5 remains above 28.5 after a cancellation, the new amount will accrue.

None of the above constitutes a change in practice on reassignment of work after the cancellation of a course.

#### **PART B: Teaching Assistants**

Part B applies to the departments of Biology, Chemistry and Fisheries and Aquaculture. Students within these departments, as well as graduate students from other institutions who are formally supervised by regular instructional members of these departments, or recent VIU graduates, may be hired as Teaching Assistants (TAs). TAs will be assigned the work of instructing labs and seminars in Biology, Chemistry, and Fisheries and Aquaculture. The overall responsibility of assigning the final grade in the course remains with the faculty member of record.

The terms and conditions of the work for TAs will be as follows:

1. TAs are VIUFA members and eligible only for the rights and benefits as set out in this LOA, with the exception of the following Articles of the Collective Agreement: 1, 2, 3, 4, 5, 12.7, 12.8, 12.9, 14, and 17 and rights and benefits conferred by legislation. For further specificity, TAs are not eligible for benefits, pension, PD time, or PD funds.
2. TAs will be paid an hourly rate, as set out below in 'TA Wages';
3. The Department Chair and/or Faculty Teaching Assistant Coordinator (FTAC), will determine the required qualifications and final selection of TAs, subject to the approval of the Dean;
4. Performance measures may be used to evaluate TAs. Such measures may be initiated by the Dean, Department Chair, or FTAC.
5. All requests for TAs must be made to the Dean. The courses that may have labs taught by TAs are determined by the department, with the approval of the Dean; such approval will not be unreasonably withheld.
6. Nothing in this agreement prevents departments other than Biology, Chemistry and Fisheries and Aquaculture from requesting TA assistance from the Dean. The provision of TAs in other departments would be subject to agreement of the parties.
7. When a department intends to employ TAs, the Dean, in consultation with the department Chair, will assign FTAC coordination/supervision duties to either:
  - a. A regular instructional faculty member, who supervises TAs will receive 0.33 workload hours of release for each weekly section assigned to the TAs they supervise (a biweekly section will receive 0.165 workload hours); or



- b. An Instructional Support department member, who will devote 3.5 hours per week to workload duties as the FTAC.
8. The number of teaching hours to be delivered by TAs in each academic year will not exceed 45 hours. The number of hours for each department is expected to be: Biology – 20, Chemistry – 13, Fisheries and Aquaculture – 12. No department will be required to vary these hours, although, any department may make a request to the Dean to vary their TA hours. The union will be notified when such requests are received.
9. TA assignments in a department will be eliminated prior to the effective layoff of regular faculty who have rights to work in departments where TAs are utilized.
10. Workload can be reserved for TAs only to the extent outlined in paragraph 8. Other work in the department is subject to Article 9.2.2..

TA Wages:

Teaching Assistants will be compensated on an hourly basis and as follows:

<u>Teaching Assistant</u>	<u>2024/25</u>
	<u>28.00*</u>

\*Should this LOA be subject to renewal, these wages will be subject to GWI in future rounds bargaining.

Part C: General Provisions

1. The term of this agreement will be until July 31, 2025. Either party may revisit the terms upon six months notice to the other party.
2. Should additional workload savings become available through program and course changes in the Faculty of Science and Technology, the Employer commits to the reinvestment of a portion of those savings to workload equity within the Faculty of Science and Technology.
3. This agreement is made without prejudice to other practices and collective agreement Articles not specifically outlined herein."

## Appendix B

The following are tentative agreements (“greens” or “T-Docs”) between the Employer and the Union that occurred during the course of negotiations. The Parties agree that the following “T-Docs” form part of this schedule and Memorandum of Agreement.

<b>T-Doc</b>	<b>Description</b>	<b>Date signed</b>
001	General Housekeeping:	(for signature)
002	Article 17.4 Emergencies and Emergency Evacuation	Mar 1, 2023
003	Renewal of LOU 1, LOA 5, LOA 14, LOA 15, and LOA 23	Mar 29, 2023
004	Article 10.2.2 Workload for Regular Non-Instructional Faculty, additional language for family care flexibility	Apr 11, 2023
005	Article 10.4.5, incorporating ESA sick leave	Apr 18, 2023
006	Renewal of LOA 14, LOA 15, and LOA 23 (DUPLICATION of 003)	Jun 15, 2023
007		
008	Renewal of LOA 12	Aug 29, 2023
009	Removal of LOA 17, LOA 19, LOA 21, and LOA 22	Oct 26, 2023