

2019-2022 Collective Agreement for Faculty and Librarians

Implementation Update #1 for Faculty and Librarians

THIS BULLETIN IS INTENDED TO GIVE BASIC INFORMATION ABOUT THE TRANSITION BETWEEN THE 2015-2019 COLLECTIVE AGREEMENT AND THE 2019-2022 COLLECTIVE AGREEMENT FOR FACULTY AND LIBRARIANS. IT IS NOT INTENDED TO PROVIDE DETAILS ON ALL THE CHANGES. ALL FACULTY/LIBRARIANS SHOULD REVIEW THE 2019-2022 COLLECTIVE AGREEMENT ONCE IT IS PUBLISHED TO UNDERSTAND THEIR CURRENT RIGHTS AND RESPONSIBILITIES. IN ALL CASES, THE LANGUAGE IN THE COLLECTIVE AGREEMENT PREVAILS.

How was the collective agreement agreed to, and when does it come into effect?

The 2019-2022 collective agreement (CA) was negotiated between February and June, 2019. Both bargaining teams endorsed the tentative agreements for ratification on June 28, 2019. The agreement was ratified by 92.3% of bargaining unit members voting on July 17, 2019 and by the Board of Governors on July 18, 2019. The effective date of the agreement is retroactive to July 1, 2019 but some aspects cannot be implemented immediately. It takes several months to edit and publish the agreement and processes and systems have to be set up to administer new provisions.

When and how can I get a copy of the new collective agreement?

Academic Leaders and administrators should have access to a draft version by September 1. It will be for reference and not for publication and it will show the changes made from the 2015-2019 CA. Once editing is complete and the Faculty Association and Administration have agreed on the publication copy, an official clean version will be made available to all faculty and administrators in academic units in electronic form, hopefully no later than end of September. Print copies will only be provided to Academic Leaders and Administrators, and will be available later in the fall. Unofficial copies that may be available from the ratification vote cannot be relied upon as some subsequent changes have been agreed to between the parties as a matter of transition negotiations or editing.

Does the new collective agreement apply to me? I am an Academic Administrator or Artist in Residence. Where are the provisions relating to me?

If you hold a regular faculty appointment (Limited Term over one year, tenure track, tenured, continuing appointment) or a regular librarian appointment (Limited Term over one year and minimum .8FTE, eligible for or with continuing appointment), you are subject to the Collective Agreement. In the 2015-2019 Collective Agreement there were categories for Academic Administrators and Artists-in-Residence. Those continue to apply to people holding those appointment types, but the new collective agreement applies to them in accordance with the Letter of Understanding: Academic Administrators and Artists in Residence.

Is there anything I need to know about reading the collective agreement? Do I have to review the whole thing?

The Collective Agreement is a legal contractual document negotiated on your behalf by the Faculty Association, your bargaining agent authorized under the BC *Labour Relations Act*. It contains your rights and your responsibilities in your employment relationship with the University. It is important that you understand what it contains. A good idea is to start by reviewing what is obviously most

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relevant to you (for example, Academic Responsibilities, Study Leave, etc). Then take a look briefly at the other areas so you know what is there – knowing you can refer to it later as needed.

For ease of reference, each provision or clause is called a “section”. We refer to sections by their number (e.g. s. 45.1.2). A grouping of sections on the same topic is called an “article” (eg article 12, Academic and Professional Responsibilities).

In the collective agreement, defined terms are capitalized. If you need to understand the use of a capitalized word, go to the Definitions article.

It looks like the old CA has been reorganized and I can't find where the old provisions went. How do I find them?

Lots of old provisions have been moved from one article to another. We also reorganized the order of articles to make the Agreement more intuitive and easier to refer to. The table of contents of the posted version will show the old article numbers. Really, the best bet is to become familiar with the new CA as a fresh document.

Who do I go to if I have questions about the new collective agreement?

Lots of questions are bound to arise with a new CA that has a lot of change. The answers are not always clear cut or readily available. Patience is appreciated as we consider and consult and work through implementation issues that arise. Generally, a faculty member should refer questions to their supervising administrator. They may also consult with the Faculty Association. Where a difference in interpretation arises between the FA and administration, the parties will work together to find a shared understanding and solution. Faculty members received information from the Faculty Association during the ratification process. Until an official publication copy of the CA is made available, these Bulletins for Faculty and Librarians (as amended from time to time) will be the official source of information. These will be updated as new questions and issues arise and is available on the VPAC website (<https://www.uvic.ca/vpacademic/faculty/employment>) and the Faculty Association website (<https://www.uvicfa.ca>).

When do the terms of the new collective agreement start? What terms start later?

The effective date of the agreement is retroactive to July 1, 2019 but some aspects cannot be implemented immediately. It takes several months to edit and publish the Agreement and processes and systems have to be set up to administer new provisions. Some provisions are intentionally staged to start later. Examples of these are:

Revised Salary Structure: The new salary structure will take effect on July 1, 2020 (as a transition year) and then fully on July 1, 2021. In the transition (Spring 2020), Group B (Business, Education, Humanities, Law, Medical Science and Science) will be evaluated under the new Salary Article. Evaluations already done in 2019 for Group A (Engineering, Fine Arts, Human and Social Development, Libraries and Social Sciences) will be converted to the new amounts with those receiving MI => 2.5 receiving a performance pay increment (PPI). No Outstanding Performance

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Recognition is available in 2020. No person will have a CPI drop off in 2020 or 2021 even if they are beyond the range.

Limited Term Faculty and Librarian Benefits: Limited Term faculty (over 1 year) and librarians (over one year and minimum .8 FTE) will have access to Maternity, Parental and Adoption Leave, and short term sick leave benefits commencing July 1, 2020.

Benefits: Vaccination coverage (50%), paramedical at \$30/visit, removal of lifetime maximum start on July 1, 2019. The Pay Direct Drug card will be implemented by September 1, 2019. Blue RX (15% markup cap, \$10 dispensing fee cap and generic drugs) and a deductible increase to \$75 will take effect January 1, 2020. All faculty/librarians were notified of these changes by the University the week of August 12, 2019. There is also a new Tuition Benefit that will be administered by the Association.

Tenure only at Associate rank: for the granting of tenure on July 1 of 2019, 2020 and 2021, candidates may continue to be tenured at Assistant rank. For tenure processes resulting in tenure effective July 1, 2022 or beyond, a person cannot achieve tenure without being granted Associate rank. A failure to achieve Associate with tenure will result in a one year terminal appointment. It is imperative that Members understand the expectations for success. This will not affect current faculty who hold tenure at Assistant rank.

If the new workload for teaching stream faculty (70/20/10) starts July 1, 2019, how will that impact my teaching that has already been assigned?

Over the fall, academic administrators will be asked to identify teaching stream faculty who have a regular course load of 7 courses or more. It will be expected that such faculty have their course load reduced by 10%, effective July 1, 2019. However, since assignments are done long in advance, there will be an accumulation of “credit” that has to be considered in the next round of assignments (likely those starting May 2020).

When will the pay increases effective July 1, 2019 happen?

On July 1, 2019, faculty and librarians received Career Progress Increments (CPI) and Merit Increments (MI) under the 2015-2019 collective agreement. Across-the-board (ATB) increases were not provided because their value had to be established in bargaining. The ATB for 2019 is 1.75% and Members will receive this retroactively to July 1, 2019. The pay adjustments are underway and are expected to be made in the September, 2019 pay.

Members who received a promotion effective July 1, 2019 will be entitled to the new Promotion Recognition Award (PRA), instead of promotion increments granted under the 2015-2019 CA. The university is expecting to pay the differential on any amounts already paid by September, 2019 pay.

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I am on study leave. When will my pay be adjusted to reflect the new collective agreement provisions?

Members on study leave will be entitled to a pay adjustment retroactive to July 1, 2019 such that their pay while on study leave will be 90% of regular base salary. The university is expecting to complete these adjustments by September, 2019 pay.

Where are the provisions relating to my workload, duties and responsibilities and standards for performance?

The article *Academic and Professional Responsibilities* sets out expectations for your work generally. The article *Workload and Standards* identifies that specific expectations for quantity and quality of work outcomes are to be set out in the Faculty/Library Evaluation Policy (FEP/LEP) and unit Standard. The FEP and unit Standard are collegially constructed. They will need to be reviewed and revised in the fall and winter (respectively) to ensure compliance with the collective agreement.

I am going up for reappointment, continuing appointment or promotion this year. Does the new collective agreement apply or does the 2015-2019 agreement apply?

The answer may be both. Your application and references would have been prepared in accordance with the 2015-2019 collective agreement. That is ok. There was not a lot of change in those areas. Once your file is finalized, it will go to the ARPT committee for consideration. By then, the new provisions will be known and in effect. It does not change the criteria your record is assessed against, just adds some elements (safeguards) to the process.

What are changes to the promotion and tenure process that I should be aware of?

Faculty seeking **tenure** on or after July 1, 2022 will need to meet expectations for promotion to Associate Professor. Failure to achieve those expectations resulting in denial of tenure will mean that employment ends one year from the denial. Other changes have been made to identify expectations for Deans, the Provost and the President in the process. The composition and role of the University Academic Appointments Committee has been changed.

I was hired at Assistant rank and am going up for tenure and promotion to Associate. Do I have to be promoted to be tenured?

Faculty seeking tenure before July 1, 2022 can be tenured at Assistant rank, as is our current practice. Faculty seeking tenure awarded on or after July 1, 2022 will need to meet expectations for promotion to Associate Professor in order to get tenure.

What are some of the new concepts and major changes in the Collective Agreement?

We have defined two streams of faculty – **Research stream and Teaching stream**. This enables ease of reference and distinguishes between workload balance and terms and conditions for each.

The new collective agreement has the concept of **Normal Workload (NWL)** which is the balance among the components of work associated with an appointment type (e.g. 40% Teaching, 40% Research, 20% Service for Research stream faculty; 70% Teaching, 10% Scholarly Activity, 20%

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Service for Teaching stream faculty, and 80% Professional Practice and Scholarly and Professional Achievement, 20% Service for Librarians) These “balances” are set out in the Article called *Academic and Professional Responsibilities*. The Department/Library Standard speaks more specifically to workload by defining, for example, what teaching is expected in a 40% or 70% teaching workload.

Teaching workloads fluctuate term to term and year to year by small amounts which ultimately balance over a course of years. These fluctuations are usually not tracked or formalized. However, in some cases, significant and/or long term adjustments to teaching loads need to be negotiated, agreed to, and documented. This may occur where there are heightened research obligations (e.g. a research chair or fellowship), heightened administrative obligations (program director, chair), or special circumstances such as a medical accommodation. In the latter cases, the ***Alternative Workload (AWL)*** provisions provide for a process of agreement and approval of longer term re-balancing of workload. The formal documentation and consideration of these arrangements in evaluation processes is important in ensuring fairness and transparency. Work is presently underway to build a process for request, approval and administration of Alternative Workloads. Academic Leaders and Administrators will receive information on the process in fall and will be expected to document all such Alternative Workload arrangements existing or new at that time.

Opportunities also exist for ***Reduced Workload*** which is akin to the former provisions for part-time appointments. These arrangements also are negotiated, approved and documented.

Both parties wanted more attention paid to evaluation criteria for faculty doing ***clinical and community engaged work***. A person doing teaching or research/scholarly activity in a clinical setting may request to be designated as “clinical” such that their work would be evaluated by criteria specific to clinical work in their Faculty Evaluation Policy and unit Standard. Similarly, colleagues doing community-engaged work should be evaluated according to criteria suitable to that kind of work.

Faculty seeking ***tenure*** on or after July 1, 2022 will need to meet expectations for promotion to Associate Professor. Failure to achieve those expectations resulting in denial of tenure will mean that employment ends one year from the denial.

The new collective agreement has clarified that all Members must follow the policy GV0205 ***Discrimination and Harassment*** or the policy GV0245 ***Sexualized Violence Prevention and Response Policy***, in relation to their own conduct and in relation to receiving and raising concerns or complaints about others’ conduct. If you receive a disclosure from a student, you should be aware of how to do it in a survivor-centred and trauma informed way.

I never knew how much vacation I was entitled to. Is that in the CA?

Faculty are entitled to one month of vacation. It may be taken in one stretch or divided through the academic year, provided that they remain available to attend to their assigned duties. Faculty whose assigned schedule would not normally allow for a full month need to make a request to the Chair in advance of assignment for the affected time period so the Chair can do what is needed to support the request.

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I understand our benefit plan is changing. How and when will that happen?

You should have received a communication (week of August 12, 2019) outlining the changes and providing additional information. At a high level:

- Vaccination coverage (at 50%), paramedical at \$30/visit, removal of lifetime maximum start on July 1, 2019.
- The Pay Direct Drug card will be implemented by September 1, 2019.
- Blue RX (15% markup cap, \$10 dispensing fee cap and generic drugs) and a deductible increase to \$75 will take effect January 1, 2020.

Are there any policy changes I should be aware of?

Changes were negotiated to policy GV0215 *Intellectual Property*, and AC1200 *Conflict of Interest in Student-Faculty Relationships*. You should become familiar with these provisions as they contain obligations you must meet. Research Centre Directors should be aware of changes to GV0715 *Duties and Responsibilities of Directors of Research Centres*.

The Faculty Association and Administration have further agreed to meet and review AC1105 *Scholarly Integrity Policy*.

How will the Faculty Association Tuition Scholarship Fund work?

Each year (likely in summer), the Faculty Association will call for applications. Once an applicant is determined to be eligible and is granted an award, the award will be credited to the student's tuition account. The deadline for 2019-2020 application is September 1, 2019 and the application is available at <https://www.uvicfa.ca/news/application-process-for-tuition-benefit-fund-is-now-open/>.

The CA says that I don't get Career Progress Increments once I am outside of my year range from first appointment at Assistant rank. Is this true?

It will be true, starting in 2022. We will be working this fall to identify your year of first appointment at Assistant rank (regardless of where it was at). That will be the start date of your range and we will build a process to see where you are tracking. If you have a leave such that your clock is stopped under the article *Stopping the Clock* the range will be expanded. Once you reach the end of your range, if you are not promoted, you will no longer receive Career Progress Increments. If you are promoted, you will enter into the range relevant to your new rank and will receive CPI until you are at the end of that range.

What is meant by clinical designation and does it apply to me?

A person doing teaching or research/scholarly activity in a clinical setting may request to be designated as "clinical" such that their work would be evaluated by criteria in their FEP created to be specific to clinical work. All other terms and conditions of their appointment letter and the Collective Agreement would apply as normal.

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I am on a Reduced Appointment. Are there any changes for me?

Faculty and librarians currently on Reduced Appointment provisions under the 2015-2019 collective agreement will continue those arrangements on the terms agreed to, until the current arrangement expires. Any renewal will be under the Reduced Workload provisions of the Standards and Workload article of the 2019-2022 Collective Agreement. The 2019-2022 Collective Agreement has language which clarifies expectations for committees evaluating work of faculty with Reduced Workload.