

APPENDIX “A2”

SALARY SETTLEMENT 2004

THIS SETTLEMENT is made

Between

The University of Victoria
(hereinafter called the “**University**”)

And

The University of Victoria Faculty Association
(hereinafter called the “**Association**”)

The University and the Association (hereinafter called the “Parties”) agree as follows:

1.0 Definition of Terms

“*Big Salary Base*” means the total salary and benefits of regular Faculty Members and Librarians, including Limited Term Librarians, on June 30th of each year plus a nominal salary and benefit cost of vacant regular Faculty Member and Librarian positions, with a vacant position defined as one reasonably expected to be filled by June 30th of the subsequent year. For Year 1 of this Settlement, the Big Salary Base is agreed to be \$69,051,147. For Year 2, the Big Salary Base is agreed to be \$70,432,170.

“*Faculty Member*” means a person holding a regular faculty member appointment at the University as a Lecturer, Senior Instructor, Assistant Professor, Associate Professor or Professor or an Artist in Residence.

“*Librarian*” means a person holding a Regular Librarian Appointment (probationary or confirmed) or Limited Term appointment as a Librarian and includes an archivist.

“*Members*” includes Faculty Members and Librarians.

“*Salary Policy*” means the Salary Policy for Faculty Members and Continuing Librarians.

“*Settlement*” means this Settlement.

2.0 Term of Settlement

The term of this Settlement is for a period of two years from July 1, 2004 to June 30, 2006.

3.0 Salary Structure

3.1 Labour Market Adjustment

The Parties recognize that certain areas of the University (Business and Economics) have particular problems in competing for faculty with other Universities and retaining our highly qualified faculty. To address this problem, the amount of \$123,500 in Year 1 of this Settlement and \$125,970 in Year 2 will be distributed to Faculty Members in Business and Economics on the basis of a fixed dollar amount per Faculty Member plus an amount computed differentially by using the Faculty Member's merit history over the immediately past four years.

3.2 Differentiated Market Adjustment

The Parties recognize that across the University, there are serious concerns regarding recruitment and retention of Members, given the differences in salaries between UVic and comparable institutions. To address this problem, the sum of \$665,474 in Year 1 and \$738,276 in Year 2 will be distributed differentially on the basis of merit history to Faculty Members and Librarians. For both Faculty Members and Librarians, these computations will be made separately in each year of the Settlement.

a) Faculty Members

The available amount will be distributed by comparison of a Faculty Member's salary to a line derived from the change in the differences in the average salaries at the Assistant, Associate and Full Professor level between SFU and UVic over the period 1993 - 2003. The adjustment is then made (after excluding any current retention or market adjustment or amount awarded under 3.1 of the Settlement) based upon the merit history of the Faculty member over the immediately past four years.

A letter will be sent by the Vice-President Academic to each Faculty Member currently receiving a market supplement in the form set out as Appendix 1 to this Settlement.

b) Librarians

The available amount will be distributed by a comparison of a Librarian's salary to a line derived from the difference between SFU and UVic salaries as plotted against years of professional experience. The adjustment is then made based upon the merit history of the Librarian over the immediately past two years for Year 1 and over the immediately past three years for Year 2.

3.3 Productivity Bonus

3.3.1 Year 1

The Parties acknowledge the productive levels of endeavour that are characteristic of Librarians and Faculty Members at the University as measured by a wide range of applicable factors. In recognition of productivity, for Year 1 of the Settlement, a one-time, lump sum Productivity Bonus in the amount of \$348,627 will be distributed. All Members will receive a distribution on the basis of \$48 multiplied by the number of Merit Increments awarded to the Member. Once this allocation has been made from the available amount, 40 % of the balance will be distributed based upon a fixed amount and 60% of the balance will be distributed as a fixed percentage of the Member's 2003-2004 salary.

3.3.2 Year 2

Subject to government approval of Productivity Bonus funding contingent upon the University's successful assertion of productivity in Year 2, each Member eligible for a salary increase on July 1, 2005 will receive a one-time, lump sum Productivity Bonus equal to the amount of the Productivity Bonus (if any) received in Year 1 plus an amount computed in the same manner as the distribution in Year 1. The amount that will be available for this distribution (provided the funding is available) will be \$672,254.

3.4 Career Progress and Merit Increments

3.4.1 The current system of Career Progress and Merit Increments is continued as specified below. The dollar amounts of the CPI and MI for Faculty Members and Librarians will remain at the 2003-2004 levels for the term of this Settlement:

	CPI	MI
Faculty Member	\$800	\$695
Librarian	\$620	\$576

3.4.2 Written Justification for Withholding a CPI

With regard to:

- Senior Instructors who are within their first 16 years of service at the rank of Senior Instructor;
- Assistant Professors who are within their first 10 years of service at the rank of Assistant Professor;
- Associate Professors who are within their first 14 years of service at the rank of Associate Professor; and
- Full Professors whose salaries are less than \$116,600

a CPI may be withheld only where a Dean has provided written justification to the Vice-President Academic with a copy to the Faculty Member.

3.4.3 Written Justification for Awarding a CPI

a) With regard to:

- Assistant Professors whose service in the rank of Assistant Professor exceeds 10 years, and
- Associate Professor whose service in the rank of Associate Professor exceeds 14 years,

a CPI may be awarded only if a Dean provides written justification to the Vice-President Academic with a copy to the Faculty Member.

b) A Senior Instructor who has completed 16 years or more of service at the rank of Senior Instructor may be awarded a CPI if recommended by a Dean to receive at least 1 MI or if a Dean provides a written justification to the Vice-President Academic for the CPI with a copy to the Faculty Member.

c) A Faculty Member whose salary is above \$116,600 may only be awarded a CPI if recommended by a Dean to receive at least one MI or if a Dean provides written justification to the Vice-President Academic for the CPI with a copy to the Faculty Member. A Faculty Member whose salary is greater than \$115,800 but less than \$116,600 is eligible to be awarded that portion of a CPI that will bring the Faculty Member's salary to \$116,600 without written justification.

d) When a Librarian II has remained in rank at UVic for seven (7) years or a Librarian III for nine (9) years, he or she will not be eligible for CPI unless the University Librarian provides a written justification to the Vice-President Academic. The University Librarian must provide in his or her justification to the Vice-President Academic a reasonable explanation of why the Librarian has not applied for promotion to the next rank. Absent such reasonable explanation, neither a CPI nor any MI's shall be awarded.

e) When the salary of a Librarian IV reaches \$87,530, the Librarian may only be awarded a CPI if the University Librarian recommends the Librarian to receive at least one MI or if the University Librarian provides a written justification to the Vice-President Academic for the CPI with a copy to the Librarian.

f) These provisions will be included in the body of the Framework Agreement with appropriate amendments.

3.4.4 Distribution of Merit Increments

The total number of Merit Increments will remain fixed at 2 per Member and must be distributed among Members to achieve the following minimum levels:

Receiving 4 MI's: 8.33%

Receiving 3 MI's: 25%

Receiving 2 MI's: 33%.

This distribution is at the level of the Faculty or Libraries. Faculty and Librarian Evaluation Policies will be reviewed to ensure their distribution processes can implement this distribution. Deans will retain sufficient flexibility to allow some individual departments or schools to deviate from this distribution where such distribution can be justified.

Limited Term Librarians are eligible for the CPI in accordance with Article 2.8 and 73.2.2 of the Framework Agreement.

3.4.5 Special Merit Account

For the term of this Agreement, the Vice-President Academic will administer a new pool of 15 merit increments in each of the two years in addition to those distributed to Faculties on the current per capita ratio. The Vice-President Academic will use this pool to address situations that can occur, particularly in small units, where the unit has a disproportionate number of people performing in the excellent (4MI) range such that the distribution of only the MI's available to the unit would operate to the prejudice of the junior ranks. The Chair or Director (Dean in non-departmentalized Faculties) may, in submitting her or his merit recommendations, request one or more additional MI's for the unit from that pool. In a departmentalized Faculty, the Dean will review those requests and forward to the Vice-President Academic for consideration those which the Dean considers justifiable based upon the purpose of the pool. No appeal can be based on any refusal of the Dean or the Vice-President Academic to request or to make an award of MI(s) to any Faculty Member from this pool.

3.5 Floors

3.5.1 Faculty floors

Effective July 1, 2004, the following floors will be in effect for Faculty:

Lecturer	\$50,000
Senior Instructor	\$50,000
Assistant Professor	\$52,000
Associate Professor	\$69,000
Professor	\$79,000

3.5.1 Librarian Floors

Effective July 1, 2004, the following floors will be in effect for Librarians:

Librarian I	\$44,000
Librarian II	\$47,000
Librarian III	\$55,000
Librarian Iv	\$61,000

3.5.2 Method of Floor Adjustment

For Year 1, all increments (including any Labour Market Adjustment and/or Differentiated Market Adjustment, any CPI and all MI's) will be added to a Member's salary before determining whether a further increase is needed to bring him or her to the relevant floor. For Year 2, any Labour Market Adjustment and/or Differentiated Market Adjustment will be added to a Member's salary before determining whether he or she is below the relevant floor; CPI and any MI's will be added after the floor adjustment (if any).

4.0 Study Leave

The Parties agree that the Framework Agreement will be amended to improve Librarian and Senior Instructor Study Leave provisions. The detailed amendments are set out as Appendix 2 to this Settlement and will be integrated into the text of the Framework Agreement.

a) Librarians

Commencing with Study Leaves beginning July 1, 2004, a Librarian will be entitled to Study Leave after completing three years continuous service at the University as a Librarian or since her or his last Study Leave on the basis of 3 months' leave at 100% of base salary or after six years continuous service, to 6 months' leave at 100% of base salary.

b) Senior Instructors

Commencing with Study Leaves beginning July 1, 2004, Senior Instructors will be entitled to a Study Leave after completing three years continuous service at the University as a Senior Instructor or since her or his last Study Leave on the basis of 4 months' leave or after six years continuous service, to 8 months' leave. Salary support during leave shall be computed at two-thirds (2/3) of the salary the Faculty Member would have received had he or she not gone on Study Leave; and three-tenths (3/10) of \$45,740.

5.0 Benefit Enhancements

Benefit enhancements (no cost or cost neutral) will be implemented in accordance with the letter attached as Appendix 3 to this Settlement in accordance with the dates there set out.

6.0 Committees to Make Recommendations

Committees will be established as provided in the letter attached as Appendix 4 to this Settlement in accordance with the dates and time frames described in the Appendix.

7.0 Provisions Continued from Prior Salary Settlement

The Parties have made no changes to the following matters which therefore continue unchanged from the previous Salary Settlement:

- a) The provision and amount of the Salary Anomalies and Special Adjustments fund;
- b) The substitution of the calculation figure of \$45,740 replacing the Assistant Professor salary floor in the formula that is used to calculate Study Leave salaries; and
- c) Tuition scholarship provisions.

8.0 Continuation Provisions

Any provisions of this Settlement that have the effect of amending or modifying the Salary Policy for Faculty Members and continuing Librarians will continue in effect until the Parties have negotiated and ratified a new Salary Policy, or have negotiated and ratified a new Salary Settlement containing modifications or have otherwise agreed in writing.

In the event of conflict between this Settlement and the Salary Policy for Faculty Members and continuing Librarians, this Settlement will govern.

This Settlement has been ratified by the executive Committee of the Board of Governors of the University of Victoria and by a majority vote of the members of the Faculty Association.

In witness thereof, the undersigned, being the duly authorized agents of the University of Victoria and of the Faculty Association formally agree on behalf of their respective organizations to the terms and conditions contained herein.

Signed for the University of Victoria
 ____ day of ____, 2004

Signed for the Faculty Association
 ____ day of ____, 2004

APPENDIX 1
FORM OF LETTER TO FACULTY WITH MARKET ADJUSTMENTS

Dear _____:

Your current salary includes a Market Supplement of \$____. By the terms of this Market Supplement, it may be renewed or may be terminated as follows: (*set out terms of termination*).

In the event that the Market Supplement is terminated in accordance with these terms, or is reduced below \$XXX (*amount that Faculty Member would have received as DMA had he or she not had a Market Supplement*), the amount needed to retain \$XXX in your ongoing salary will become a retention adjustment and will be continued in your base salary.

Yours truly,

(Signature)

Vice-President Academic and Provost

APPENDIX 2

A. Librarian Study Leave

The Parties agree that the Librarian Study Leave provisions of the Framework Agreement will be amended to provide the following:

44.5.1

Commencing with Study Leaves scheduled to begin July 1, 2004, a Librarian who has completed a minimum of three years continuous service at the University as a Librarian or who has completed a minimum of three years of continuous service since her or his last Study Leave shall be entitled to Study Leave on the basis of:

3 months at 100% of their base salary

OR

Commencing with Study Leaves scheduled to begin July 1, 2004, a Librarian who has completed a minimum of six years continuous service at the University as a Librarian or who has completed a minimum of six years of continuous service since her or his last Study Leave shall be entitled to Study Leave on the basis of:

Six months at 100% of their base salary.

Delete Article 44.5.1 (replacing it as above); delete 44.5.2, 44.5.3 and 44.5.4.

Transition

1. Because the new provisions may lead to a large initial demand for study leave, the parties agree that where the Administration requests that a Librarian defer study leave under the new entitlements, the period of deferment may be applied towards eligibility for a succeeding Study Leave.
2. During the term of this agreement, if there are more approved study leave requests for a period of time than can be accommodated, the Librarian with the greatest number of years of service as a Librarian since her or his last Study Leave, or, if the Librarian has had no Study Leave, years since employment at UVic as a Librarian will be given preference.
3. Where a Librarian is already eligible for Study Leave pursuant to the current Article 44.5, he or she may elect to be governed by the current Article 44.5.4 for the next Study Leave. Thereafter the new provisions will apply.

B. Senior Instructor Study Leave

The Parties agree to repeal Article 53 of the Framework Agreement effective July 1, 2004 and replace it with the following provisions:

53.0 SENIOR INSTRUCTOR STUDY LEAVE

53.1 Purpose of Leave

Study Leave is provided to eligible Senior Instructors to enable them to engage in activities which will enhance their work at the University in the future. Study Leave is granted on the basis of demonstrated benefit to the University and to the member. The purpose of Study Leave is to enhance the member's quality as a teacher, thereby assisting the University to achieve greater excellence in its basic areas of responsibility – effective teaching and the advancement of learning. The Study Leave proposal must provide evidence that the project is likely to enhance the member's employment activities in the future. Members who have previously had a Study Leave (or Development Term) must demonstrate that the previous Study Leave (Development Term) contributed to their performance as Senior Instructors.

53.2 Eligibility

- a) A Senior Instructor will be eligible for a four month leave after a minimum of three years of service as a Senior Instructor in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the member has not previously had a Study Leave. The Study Leave will normally be taken in the term in which the Senior Instructor has her or his lightest teaching load; or
- b) A Senior Instructor will be eligible for an eight month leave after a minimum of six years of service as a Senior Instructor in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the member has not previously had a Study Leave. The Study Leave will normally include the term in which the Senior Instructor has her or his lightest teaching load.

53.3 Effect of Study Leave on Teaching Load

The four month Study Leave will release the member from 25% of his or her average annual teaching load over the period of service being counted for eligibility for the Study Leave. If the Senior Instructor is instead taking eight months of leave, the leave will include the lightest teaching term plus one other term and will usually reduce teaching load by a maximum of 2/3. The average annual teaching load will be computed using the annual FTE for each year of service for the member. In the case of a Senior Instructor appointed at 1 FTE, extra-to-load teaching will not be counted in computing the average.

53.4 Salary Support for Study Leave

Subject to Article 53.5, the Faculty Member is entitled to receive salary support during the four or eight month leave, based on an annual salary computed as follows:

- a) Two-thirds (2/3) of the salary the Faculty Member would have received had he or she not gone on Study Leave; and
- b) Three-tenths (3/10) of \$45,740.

53.5 Varying FTE

In the case of a Senior Instructor whose teaching FTE has varied over the period of qualifying service, the salary received during Study Leave will be prorated in accordance with the Faculty Member's percentage of full-time service during the period of eligibility (subject to a maximum of 1 FTE per year).

53.6 Recommendations by the Chair and the Dean

The Chair (in a Departmentalized Faculty) and subsequently the Dean shall review each application for Study Leave and make a recommendation to the Vice-President Academic and Provost that includes:

- a) An assessment of whether the Faculty Member's proposed program has merit in accordance with Article 53.1;
- b) An assessment of whether the use of space or facilities at the University or at other institutions are suitable;
- c) Where the applicant has previously been granted Study Leave (or a Development Term) at the University:
 - i. Confirmation of whether or not the applicant submitted a Study Leave Report upon the completion of the Study Leave (not a requirement if the applicant was granted a Development Term);
 - ii. Confirmation that the program that was undertaken by the Faculty Member was of benefit to the University and to the Faculty Member;
 - iii. A brief assessment of the Faculty Member's teaching effectiveness and other contributions since her or his last Study Leave (or Development Term).

53.7 Leave Report

Prior to the salary adjustment review immediately following the completion of a Study Leave, a Faculty Member must submit a Study Leave Report to the Faculty Member's Dean that provides an account of:

- a) The activities undertaken during the Study Leave, including whether these activities varied from the approved Study Leave application and, if so, the nature of the variation;
- b) How the Faculty Member expects the activities undertaken during the Study Leave will contribute to or enhance the Faculty Member's effective teaching and the advancement of learning at the University.

53.8 Application of Other Provisions

The following provisions of Article 43 apply with the noted modifications::

43.1.2; 43.1.3; and 43.1.5;
 43.2 (include leave commencement dates of May 1 and September 1);
 43.3.1;
 43.3.3;
 43.4;
 43.5.5;
 43.5.6;
 43.5.7;
 43.6;
 43.7;
 43.8;
 43.9;
 43.10;
 43.12;
 43.14.

53.9 Transition

53.9.1 Where a Senior Instructor has taken a Development Term before July 1, 2004, he or she will be eligible to take her or his first Study Leave under these provisions as either:

- a) An eight month Study Leave after a minimum of three years since the completion of the Development Term; or
- b) A four month Study Leave after a minimum of two years since the completion of the Development Term.

53.9.2 Where a Senior Instructor has been approved for a Development Term to be taken effective July 1, 2004 or later, the Senior Instructor may elect either:

- a) To take the Development Term as scheduled and thereafter to be eligible for a Study Leave under Article 53; or
- b) To take a Study Leave under Article 53.

53.9.3 Where a Senior Instructor is eligible to elect under Article 53.9.2 and elects to take Study Leave under Article 53.9.2(b), the Senior Instructor must submit a new application for Study Leave as required by Article 53 and where this results in a delay of the Study Leave beyond the date at which the Development Term would have commenced, the period of delay will be counted toward eligibility for the next Study Leave.

53.9.4 Where a Senior Instructor has been asked to defer taking a Development Term at the request of the university, the time of deferment is carried forward toward eligibility for the next Study Leave under these provisions.

APPENDIX 3
BENEFIT ENHANCEMENTS
LETTER OF AGREEMENT

The University and the Faculty Association recognize that benefit enhancement is an important issue to Members. The following matters are therefore agreed to on the basis of no cost or cost neutrality:

1. The Administration will initiate a call for tenders for health and welfare benefit plans in 2004. As part of the tender process, the University will require a user-paid post-retirement benefit plan for members of the Faculty Association to be included as part of the tenders submitted with a view to obtaining improvements in the post-retirement benefits package that is currently available from its carrier.

The Administration will continue to inform members coming up to retirement in a timely way about the options available to them for benefits upon their retirement, including sending letters to individuals and holding regularly scheduled seminars to assist members to prepare for retirement.

2. The cost of eye examinations will be defrayed from the surplus for Dental Plan premiums on the same basis as set out in Appendix D to the previous salary settlement. The eyewear benefit will be increased to \$484 July 1, 2004 on a 50-50 cost sharing basis. The Administration share (\$16,800 per year) will come from the remaining surplus in the Dental Plan. These benefits will expire on June 30, 2006 and may be the subject of negotiations when salary and benefits are reopened in 2006.

3. The Parties understand that the option of combining the limits for massage (\$250) and physiotherapy (\$500) is available at no cost. The Parties agree that this change will be implemented to the Extended Health Benefit Plan effective July 1, 2004. The change results in a combined limit of \$750 for massage and/or physiotherapy.

Signed for the University of Victoria
 ____ day of ____, 2004

Signed for the Faculty Association
 ____ day of ____, 2004

Chief Negotiator

Chief Negotiator

APPENDIX 4
LETTER OF AGREEMENT
COMMITTEES TO RESOLVE ISSUES

The Parties acknowledge that issues relating to Day Care for Members' children and issues relating to the ability of Librarians to meet their professional and scholarly obligations need to be addressed.

Therefore, the Parties agree to establish the following committees to consider these issues with the mandate and time requirements set out below:

1. The Parties agree to establish a joint sub-committee from the 2004 Salary and Benefits negotiating table (A. Weaver for the Association and A. Rippin for the Administration) with D. Clode, Executive Director, Student and Ancillary Services as resource person to the committee – to propose alternate, user-funded solutions regarding the shortage of daycare spaces for faculty and librarian children to the VP Academic and the VP Finance and Operations. The Committee will make every effort to conclude its report by April 30, 2004. The VP Academic and the VP Finance and Operations agree to meet with the sub-committee as soon after receiving the report as is practicable to review the recommendations and to give good faith consideration to adopting one or more of the recommendations. The VP Academic and the VP Finance and Operations will respond directly in writing to the sub-committee with a copy to the Faculty Association within 60 days of receiving the report.

2. Consistent with the Standard for the Distribution of Duties and Responsibilities of Librarians, "Standard for Librarians", the University Librarian and the Faculty Association Librarians' Committee will develop a broad range of options to assist Librarians to balance their annual work loads in such a way as to reflect the requirement to perform scholarly and professional activities. While the parties recognize that scholarly and professional activities may often be integrated with their other duties, they also recognize the desirability of Librarians being able to designate one day per month for those activities. The Joint Committee will recommend practical ways in which this can be achieved in a report to the Librarians, the VP Academic and the Faculty Association by July 1, 2004.

Signed on behalf of the University
 _____ day of _____, 2004

Signed on behalf of the Faculty Association
 ____ day of _____, 2004

Chief Negotiator

Chief Negotiator