

APPENDIX “A” SALARY SETTLEMENT

THIS SETTLEMENT is made

Between

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

And

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

Dated for reference this 29th day of March 2006

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. The amount of the Big Salary Base for Year 1 is \$77,439,574. The Big Salary Base will be adjusted upward in each year of the Settlement by the total percentage value of the Settlement. For Year 2, the Big Base is \$79,762,761; for Year 3, the Big Base is \$82,155,644; and for Year 4, the Big Base is \$85,031,092.

In addition to the above, the Parties excluded from the Big Salary Base employees on disability leave for more than two years, limited term appointments for a term of one year or less, stipends of Chairs, salaries of Deans, Associate Deans and the Executive, but included productivity bonus money. Limited term appointments for a term of more than one year were included in the vacant positions number.

“Faculty Member” means a person holding a regular faculty member appointment at the University as a Lecturer, Senior Instructor, Teaching Professor, Assistant Professor, Associate Professor, Professor or an Artist in Residence or a limited term appointment for a term greater than one year. In accordance with Article 73.1.2 of the Framework Agreement, Faculty Members holding limited term appointments are eligible for any basic adjustment and for CPI, but not for MI.

“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 Article 73 of the Framework Agreement.

“Settlement” means this Settlement.

2.0 Term of Settlement

The term of this Settlement is for a period of four years from July 1, 2006 to June 30, 2010.

3.0 Salary Adjustments

3.1 Economic Adjustment

On July 1 in each of four years, salaries will be lifted by 2% per annum. This increment will be allocated 50% to a flat dollar lift and 50% to a percentage rise on salaries of all Faculty Members and Librarians.

3.2 Market Adjustment

In addition, Faculty Members and Librarians will receive a market adjustment in the amount of 0.7509% in Year 1; 0.9857% in Year 2; 1.1921% in Year 3 and 1.5% in Year 4, allocated in the same way as the Economic Adjustment between flat dollar lift and percentage rise.

3.3 Productivity Bonus

The Parties recognize that salaries of Faculty Members and Librarians currently contain an amount of \$672,254 that was paid as a one-time productivity bonus in 2005. This amount will be continued in Members' salaries over the four years of the settlement, subject to the approval of PSEC upon the Administration's success in demonstrating members' productivity on an annual basis, using the parameters agreed upon with PSEC. The Administration will use its best efforts to continue these funds.

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 be:

3.4.2

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

3.4.3 The total number of Merit Increments will remain fixed at two per Member.

3.4.4 MI must be distributed among Members to achieve the following requirements:

- The number of members receiving two MIs shall not exceed 1/3 the number of Members in the unit rounded to the closest whole number.
- The number of Members receiving two MIs shall be greater than or equal to the number receiving one MI.

This distribution is at the level of the Faculty or Libraries. Deans will retain sufficient flexibility to allow some individual departments or schools to deviate from this distribution where such distribution can be justified.

3.4.5 Article 73.6.6 of the Framework Agreement is repealed and is replaced with the wording of section 3.4.3 of this Settlement.

3.5 Floors

3.5.1 Faculty floors will increase over the four years of this Settlement. On July 1 in each of the four years, these floors will be lifted by a flat dollar amount. For the faculty ranks (Artist-in-Residence, Lecturer, Senior Instructor, Assistant, Associate and Full Professor) this dollar amount will be computed by determining the value of the total salary rise (2% plus market) as it would apply to a faculty member at the current Assistant Professor floor (\$52,000). In addition, the Assistant Professor floor will be raised \$800 for each of the four years.

3.5.2 The Librarian floors will be lifted by a similar procedure. Each Librarian floor will be lifted by a flat dollar amount computed by determining the value of the total salary rise (2% plus market) as it would apply to a Librarian at the Librarian II rank.

3.5.3 Over the four years of the Settlement, the following table reflects the changes in the floors of all ranks.

		2006/07	2007/08	2008/09	2009/10
Floors	Current	Year I	Year 2	Year 3	Year 4
Lecturer	\$50,000	\$51,901	\$54,032	\$56,386	\$59,065
Senior Instructor	\$50,000	\$51,901	\$54,032	\$56,386	\$59,065
Artist in Residence	\$52,000	\$53,901	\$56,032	\$58,386	\$61,065
Assistant Professor	\$52,000	\$54,701	\$57,632	\$60,786	\$64,265
Associate Professor	\$69,000	\$70,901	\$73,032	\$75,386	\$78,065
Professor	\$79,000	\$80,901	\$83,032	\$85,386	\$88,065
* The floor for Artist-in-Residence is newly established with this Settlement.					
	Current	Year I	Year 2	Year 3	Year 4
Librarian I	\$44,000	\$45,833	\$47,888	\$50,160	\$52,747
Librarian II	\$47,000	\$48,833	\$50,888	\$53,160	\$55,747
Librarian III	\$55,000	\$56,833	\$58,888	\$61,160	\$63,747
Librarian IV	\$61,000	\$62,833	\$64,888	\$67,160	\$69,747

3.5.4 The floor for an Artist-in-Residence will be set, as of June 30, 2006, at \$52,000.

3.5.5 Method of Floor Adjustment

In each year the floors are raised, and for the purposes of this Settlement, salary adjustments resulting from this Settlement and any CPI will be added to a member's salary before determining whether any further adjustment is needed to move the member to the floor of the rank. Any applicable MIs will then be added to the member's salary.

3.6 Signing Bonus

A signing bonus will be paid to all members on June 30, 2006. The bonus will be a one-time, lump sum of \$3700 per FTE, less normal statutory benefit deductions, pro-rated for FTE. Eligible members will be all regular and limited term members of the Faculty Association as of March 31, 2006, excluding faculty or librarians on unpaid leave and faculty or librarians on full disability. Faculty Association members who are also members of another group may not receive more than the agreed lump sum amount. Subject to administrative processes, members may, instead of a direct payment, have their bonus deposited to their RRSP or, if possible, to their pension plan. The details of this process will be worked out by the parties in good faith to provide flexibility to members.

3.7 Fiscal Dividend

An additional fiscal dividend will be available to members at the end of the contract, subject to the provincial government's terms for same. The terms of this dividend will be included in a letter of agreement which is attached to this Settlement.

4.0 Benefit Enhancements and Changes

4.1 Effective July 1, 2006, the Faculty Association will discontinue its Tuition Scholarship Program and will apply the dollar amount freed up to defray the cost of benefit improvements in Year 1 of the Settlement.

4.2 In Year 1, effective July 1, 2006, the following new benefits or enhanced benefits will be added:

- 4.2.1 Eye exams will be covered at a level of \$75 per two calendar years;
- 4.2.2 The coverage for glasses will be raised from \$300 to \$500 per two calendar years;
- 4.2.3 Hearing aid coverage will be increased to \$900 per person per ear per five years;
- 4.2.4 The Employer's contribution to Dental and Extended Health Plan premiums will be increased from 65% and 50% respectively to 75% on both.

4.3 The University will explore possible packages that combine such benefits as physiotherapy, massage, chiropractor, etc. in various ways that would be both cost neutral and at a level acceptable to the Association. Any such package will be brought into effect on July 1, 2006.

4.4 In Year 3, effective July 1, 2008, the following benefit enhancements will be added:

- 4.4.1 The level of basic life insurance will be increased to twice annual income;
- 4.4.2 The deductible for Extended Health Benefit will be reduced to \$25 per year;
- 4.2.3 The Dental Plan will be enhanced to 90% coverage for Plan A; 70% coverage for Plan B; and 85% coverage for Plan C with a lifetime maximum of \$5,000.

5.0 Study Leave

5.1 Artist-in-Residence Study Leave

The current Artists-in-Residence will receive Study Leave on the same basis as an Assistant Professor. Eligibility for the next Study Leave will be computed from the date of the end of their last Study Leave. Should any new Artists-in-Residence be hired, the Dean will specify at the time of making the offer whether the Artist-in-Residence will be evaluated on the basis of 40:40:20 or 80:20 for merit, depending upon whether the teaching and creative endeavours of the Artist-in-Residence are more aligned with an Assistant Professor or a Senior Instructor. Based upon that determination, the Artist-in-Residence will receive Study Leave either on the same basis as an Assistant Professor or on the same basis as a Senior Instructor.

5.2 Senior Instructor Study Leave

Effective July 1, 2007, Article 53.3 of the Framework Agreement is repealed and the following Article substituted:

53.3 Effect of Study Leave on Teaching Assignment

53.3.1 An eight-month Study Leave will release the Member from a whole number of courses to a maximum of 3/4 of the annual Senior Instructor teaching assignment as specified by the Departmental Standard for the Distribution of Duties and Responsibilities, prorated by average individual FTE level over the period of eligible service, plus up to one additional course release as described in 53.3.3. In the case of a Senior Instructor appointed at 1 FTE, extra-to-load teaching will not be counted in computing the average.

53.3.2 A four-month Study Leave will release the Member from a whole number of courses to a maximum of 3/8 of the annual Senior Instructor teaching assignment determined as in 53.3.1.

53.3.3 Any fractional courses arising from determining 3/4 of the average annual teaching assignment in the case of an eight-month leave, or determining 3/8 of the average annual teaching assignment in the case of a four-month leave, shall be treated as carry forward credit. Should the carry forward credit including that from the period of eligibility for the current leave exceed 1, the Senior Instructor will be entitled to release from one course in addition to that determined under 53.3.1 or 53.3.2. Any residual carry forward credit will be retained.

6.0 Librarian Vacation

Effective July 1, 2007, Article 55.1.1 (b) of the Framework Agreement is repealed and Article 55.1.1 (c) becomes Article 55.1.1(b) to reflect the two working day/year improvement in vacation entitlement (commencing July 1, 2007) for those Librarians with 6 to 10 years continuous service.

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 Salaries Anomalies and Special Adjustments fund; and
- (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.

8.0 Continuation Provisions

Any provisions of this Settlement that have the effect of amending or modifying the Salary Policy 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 a conflict between this Settlement and the Salary Policy, the 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 whereof, 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
29th day of March, 2006

Mary Anne Waldron

Signed for the Faculty Association
29th day of March, 2006

Andrew Weaver

**LETTER OF UNDERSTANDING
DAY CARE AND LTD ISSUES**

1. The University and the Association agree that one person from each of the 2006 salary negotiation teams will be named to meet with President Turpin, together with the Vice-President Finance and Operations and the Vice-President Academic and, at their option, Mr. David Clode, before the end of March to convey to them the urgency of taking advantage of an impending opportunity. By January, 2007, the Uplands School/Montessori preschool will be vacant and may be appropriate for a daycare facility. The representatives will convey to the members of the Administration that a decision would need to be made no later than May 31, 2006 in order not to lose this opportunity to expand UVic's daycare capacity.
2. The Parties also agree to appoint one individual from each negotiating team who, along with the Associate Vice-President, Human Resources, will review the terms of the LTD Plan, including disabilities covered, compensation available to those on full and part LTD. The Parties will report to their principals no later than August 31, 2006 with any recommended Plan changes.

Signed for the University of Victoria
29th day of March, 2006

Mary Anne Waldron

Signed for the Faculty Association
29th day of March, 2006

Andrew Weaver

GOVERNMENT TEMPLATE ON FISCAL BONUS

LETTER OF AGREEMENT FISCAL DIVIDEND

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from October 1, 2004 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.

1.4 *(Optional) The payment will be paid to Full-Time regular employees on payroll as of March 31, 2010 and who have worked 1950 straight time hours between April 1, 2009 and March 31, 2010. Full-Time employees who have been on an absence without pay in excess of 30 days will have the payment pro-rated based on percentage of hours worked.*

Part-Time and Short-Term employees who worked less than 1950 hours between April 1, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time hours worked during the period.

Employees on Illness leave for the period will have their lump sum amount pro-rated based on the period of time on LTD only over the period.

1.4 *(Optional) To facilitate the implementation of this Letter of Agreement (fiscal dividend) the parties will meet no later than six months after the publication of the audited public accounts for fiscal 2009-10, to review the formula for the dividend payment, and the resulting payments to be made.*

Notes:

- Date of expiry must be on or after March 31, 2010, unless otherwise approved by the Minister of Finance.

- The decision to pro-rate the dividend payment, and who will be eligible (i.e. those on leaves), is a decision of the parties to the negotiations. However, the dividend must apply only to those employees employed as of March 30, 2010.

Agreed in Principle

Signed for the University of Victoria
29th day of March, 2006

Mary Anne Waldron

Signed for the Faculty Association
29th day of March, 2006

Andrew Weaver
