

MEMORANDUM OF AGREEMENT

between

VANCOUVER ISLAND UNIVERSITY
(hereinafter called "the Employer")

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)
Instructors – Local 702
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION, AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. Term of Agreement

The term of the new Collective Agreements shall be for twenty four (24) months from April 01, 2012 to March 31, 2014 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, 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 agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

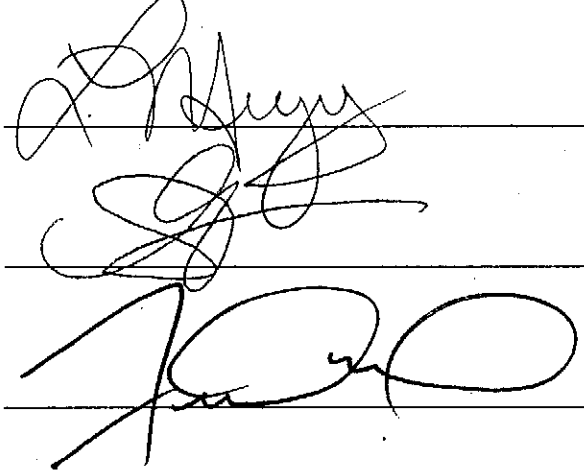
6. **Ratification**

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.

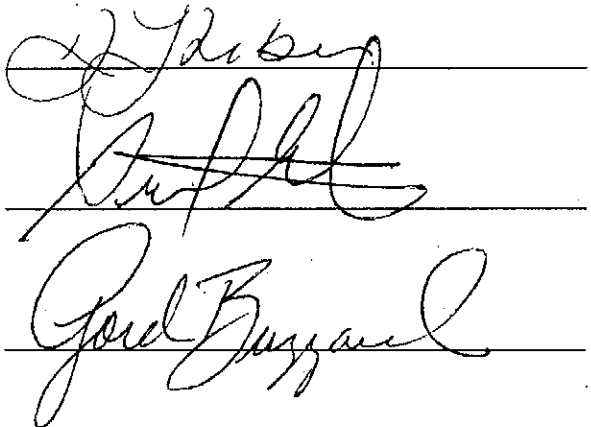
Signed this 16 day of March, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:



Three handwritten signatures are written over three horizontal lines. The first signature is 'A. Hays', the second is 'J. Hays', and the third is 'J. Hays'.

BARGAINING REPRESENTATIVES FOR
THE UNION:



Three handwritten signatures are written over three horizontal lines. The first signature is 'J. Hays', the second is 'J. Hays', and the third is 'Gord Buzzard'.

APPENDIX "A"

Attached are signed off tentative agreements T-1 to T-45.

T-1

- Add a new definition:
Workers' Compensation Board of British Columbia (WCB BC) – WorkSafeBC is the operating name of the Workers' Compensation Board of British Columbia, a statutory agency created by the Workers Compensation Act.

Initials agreed to

Date:

WV 23/12

6:00 p.m.

T- 2

13.8 (B)(2)

Employees who meet the service requirements of Article 13.78(b)(1)(i) above and have not had appointments renewed are eligible for listing on the Registry.

Initials agreed to _____

Date: *NOV 23/12*

6:00 p.m.

T - 3

Appendix C

Preparation for QZ

Add the following Program to the Faculty of Academic and Career ~~Planning~~ Career and Academic Preparation department listing:

- ABE, Access, Employment and Life Skills Training (ELST), Workplace Essential Skills and Training (WEST), Literacy, Aboriginal Bridging Program

Add the following Program to the Carpentry & Residential Construction department listing:

Residential Building Maintenance & Repair

[Handwritten signatures]

Initials agreed to _____

Date: NOV 23/12

6:00 p.m.

T-4 Appendix J DZ

Move "Horticulture" from Science into Trades (effective April 1, 2013)

John
Lopez

Initials agreed to _____

Date: Nov 23/12

6:00 PM

11.1 Notification

Where a difference arising between the Parties relating to the interpretation, application or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 10, notify the other Party, within thirty (30) calendar days of the receipt of the reply at Step 3, of its desire to submit the difference or allegations to an Arbitration Board.

11.2 ~~Composition of Board of Arbitration~~ Appointment of a Single Arbitrator

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party of the Agreement the name of its nominee on an Arbitration Board. Within seven (7) calendar days thereafter, the other Party shall indicate the name of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairman, a single Arbitrator shall be selected from a list agreed to by the Parties. The arbitrators on the agreed to list shall be selected through rotation and availability.

~~11.6~~ 11.3 Appointment of a Single Arbitrator Board of Arbitration

Notwithstanding the provisions contained in Section 11.2, the Parties shall, by mutual consent, have the option to appoint a single Arbitrator three (3) member Board of Arbitration. The Party requesting the grievance be submitted to arbitration shall indicate to the other Party of the Agreement the name of its nominee on an Arbitration Board. Within seven (7) calendar days thereafter, the other Party shall indicate the name of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairman.

Renumber the remaining sub-clauses in Article 11.

Initials agreed to

Date: Nov 23/12

6:00 p.m.

17.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
<u>British Columbia Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
<u>Queen's Birthday-Victoria Day</u>	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

The addition of British Columbia Family Day, commencing in 2013, will take effect in accordance with the Family Day Act.

Initials agreed to

[Signature]
[Signature]

Date: Nov 23/12

6:00 P.M.

ARTICLE 24 – COLLEGE PENSION PLAN

Mandatory and optional enrolment in the College Pension Plan are based on eligibility rules as set out in the College Pension Plan regulations and applicable government legislation affecting the College Pension Plan.

24.1 — Mandatory Participation

Participation in the College Pension Plan is mandatory for:

- (a) ~~Employees appointed to regular positions after September 1, 1999;~~
- (b) ~~Term/Auxiliary employees who earn, in any calendar year, a salary exceeding fifty percent (50%) of the year's maximum pensionable earnings (YMPE).~~

24.2 Optional Participation

Participation in the College Pension Plan is optional for:

- (a) ~~Employees appointed to regular positions prior to September 1, 1999, who opted to waive participation;~~
- (b) ~~Term/Auxiliary employees who earn less than fifty percent (50%) of the YMPE provided a waiver form is completed and placed on file with the Human Resources Department.~~

~~An employee who has waived enrolment may apply to participate in the College Pension Plan at any time and shall be covered effective the first day of the pay period following application.~~

Initials agreed to

Date: Nov 23/12

T-8

25.5 Salary Placement

Rearrange the order of this Article for housekeeping purposes – it was negotiated/harmonized into the local 2004-2007 BCGEU Collective Agreement from the Faculty Common Agreement but the order was not reversed to reflect this change.

(c) Maintenance of Placement

Where an ~~employee~~ a qualified candidate covered previously employed by this Agreement another institution as referred to under Article 13.8(d) becomes employed within two (2) years by ~~another institution~~ Vancouver Island University as referred to under Article 13.8(d), initial placement shall be made at the higher of the placement formula at the ~~hiring~~ Vancouver Island University or his/her ~~current~~ most recent salary step ~~from the other institution~~. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the ~~hiring institution~~ Vancouver Island University will apply.

Initials agreed to

Date: 2012/11/23

2012/11/23 5:49 PM

6:00 P.M.

Memorandums of Understanding:

MOU #2 – ELC Learning Centre: ~~Renew with housekeeping of "faculty" instead of "instructors"~~

Letters of Understanding:

LOU 1 – Prior Learning Assessment: Renew, with applicable Housekeeping change to contract renewal date in the final paragraph subject to the term of the collective agreement.

Letters of Agreement:

LOA 1 – Teaching Scholars: *Delete*

LOA 2 – Joint Housekeeping and Harmonization Committee: *Delete*

LOA 7 – Suspension of Seniority Credit Adjustments for employees on LTD beyond Change of Definition: *Renew and renumber*

LOA 8 – Continuation of IT Privileges for BCGEU Term Employees: *Renew and renumber with applicable housekeeping change to expiry date subject to term of collective agreement.*

Initials agreed to

Date:

Nov 23/12

T10

- Amend definition for "Post Secondary Employers' Association":
"Post-Secondary Employers' Association" or "PSEA" means the employers' association established for post-secondary colleges and institutes, and special purpose, teaching universities under the Public Sector Employers' Act.

Agree to employer proposal to change

Initials agreed to

Date: FEB 07 2013

Feb

19.16

(b) Full-time Professional Development Leave

(1) Eligibility – regular employees upon completion of three (3) consecutive years of service within the BCGEU bargaining unit. Normally, instructors will not be eligible for subsequent long-term leaves until a period equal to the length of the previous long-term leave has elapsed. Applications must be recommended by the appropriate Dean, Director or Regional Campus Principal in consultation with Directors and Chairs and approved by the Committee for ratification by the Executive Provost and Vice President Academic or designate.

(2) The Committee will be comprised of:

- a Dean, Director or Regional Campus Principal and one (1) other University administrator appointed by the Executive Provost and Vice President Academic or designate, and
- two (2) members appointed by the Union.

The Committee will review the professional development applications and submit a report to the Executive Provost and Vice President Academic or designate and the Union at the end of each review. The Committee will disperse the yearly allocated funds under this Article and Letter of Understanding 3.

Date: Feb. 12/2013

Time: 10:15 am

Signature: VIU: _____


BCGEU: _____

25.5 Salary Placement

(a) Initial Salary Placement

(3) Appeals: All appeals must be filed with the Chairperson of the Union within ninety (90) days from commencing duties or sixty (60) days following receipt of the Initial Salary Placement form completed by the Human Resources Department. The Salary Placement Appeal Committee will be comprised of the Union Chairperson, one (1) additional Union member, ~~one (1) Management representative the Provost and Vice-President Academic or designate, and the Executive Director, of Human Resources Department or designate.~~

The decision of the Salary Placement Appeal Committee is final and binding.

(4) Forms: The Salary Data Collection form will be given to the employee at the offer of employment ~~interview~~ and will be submitted as soon as possible to the Human Resources Department. 

(5) The above criteria shall be used to a maximum placement of Step 6, ~~effective April 1, 2007,~~ on the salary scale. 

(6) Any former employee of the Employer, hired on a subsequent appointment more than twenty-four (24) months after the end of a previous appointment, shall be placed on the salary scale in accordance with the initial salary placement provisions of Article 25.5(a).

EO&E

Date: Feb. 13/2013

Time: 4:30 pm

Initials agreed to: VIU:

BCGEU:

Amended Article(s) Renewal of Appendices

- (B-25) Appendix B – straight renewal
- (B-27) Appendix D – straight renewal
- (B-29) Appendix F1 – straight renewal
- (B-30) Appendix F2 – straight renewal
- (B-32) Appendix H – straight renewal
- (B-33) Appendix I – straight renewal

EO&E

Date: Feb. 13 / 2013
Time: 4:30 pm.

Signature: VIU: _____

BCGEU: _____

Union response to employer counter proposal

19.6 Bereavement Leave

An ~~employee~~ faculty member not on leave of absence without pay or layoff will be entitled to five (5) days, equivalent to a faculty member's normal workweek as defined in Article 15.2, leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the University Employer. The University Employer may grant additional leave with pay.

If an ~~employee~~ faculty member is on vacation leave at the time of bereavement, the ~~employee~~ faculty member shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.7 Family Illness Leave

An ~~employee~~ faculty member will be granted leave of absence for up to five (5) days, equivalent to a faculty member's normal workweek as defined in Article 15.2, per year without loss of pay or benefits for family illness for the purpose of actively caring for the member who is ill and requires the care of the faculty member ~~employee~~. Additional family leave may be granted by the ~~Employer~~ University Employer.

E&OE

Date: FEB 20 2013

Time: 11:00 am

Initials Agreed To: VIU: 

BCGEU: 

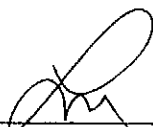
Definitions:


For the purpose of this collective agreement, "faculty member" means "vocational instructor".

E&OE

Date: FEB 20 2013

Time: 11:00 am

initials agreed to: VIU: 

BCGEU: 

MEMORANDUM OF UNDERSTANDING #2

ELC Learning Centre

The Employer and the Union agree to allow volunteers to participate in the ELC Learning Centre and classes under the conditions as set out below.

- (1) Volunteer(s) will only attend regularly scheduled classes. For example, a volunteer would not conduct a class or run a learning centre on his/her own.
- (2) Volunteer(s) will only be in the classroom at the faculty members' ~~instructors'~~ discretion.
- (3) Volunteer(s) will take direction from faculty members ~~instructors~~.
- (4) Any orientation or training that is identified as required will be undertaken prior to the volunteer's participation in classroom activity.
- (5) Volunteer(s) will not be part of an ELC training program to certify new ELC faculty members ~~instructors~~.
- (6) The use of volunteers will not reduce or cause a reduction to normal faculty members' ~~instructors~~ workload assignments.

This Agreement will be reviewed in one year from the date of signing.

This Agreement will in no way prejudice any other Agreement between the Union and the Employer.

E&OE

Date: Feb. 20/2013

Time: 12:45 pm

Signature: VIU: 

BCGEU: 

17.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. A non-instructional day or an indirect instructional day is not a day of rest.

When a paid holiday is moved to another day under the provisions of this Clause:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

Renumber the remainder of Article 17.

E&OE

Date: FEB 20 2013

Time: 3:01 pm

Initials Agreed To: VIU: 

BCGEU: 

15.3 Designated Headquarters

Amendment to Art.15.3(b) is effective date of ratification

(a) Every employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to his/her designated headquarters shall be considered time worked, pursuant to Article 15.1, and if that time worked results in overtime, such overtime shall be paid at the straight time rate. It is understood that time spent in travel shall be reasonable.

(b) The Parties recognize and agree that the Health programs require the assignment of dual-campus headquarters in order to remain viable. An instructor who is assigned to teach theory and/or clinical classes at both the Nanaimo and Cowichan campuses in both the Fall and Spring semesters and commutes the equivalent of no less than two (2) days per week each semester to the other campus shall receive a stipend of five hundred dollars (\$500.00) per semester at the end of each semester to a maximum of one thousand dollars (\$1,000.00) per year. The Parties agree there will be no additional cost to the Employer associated with instructors with this dual-campus headquarters arrangement.

(c) The Parties agree there will be no additional cost to the Employer associated with employees voluntarily applying for work in a different location.

(d) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.

E&OE

Date: Feb. 20, 2013

Time: 3:00 pm

Initials Agreed To: VIU: 

BCGEU: 

Union response to employer counter proposal

Delete Appendix E and re-label the remaining Appendices (and make housekeeping changes to throughout the Collective Agreement to the re-labeled Appendices references) and amend Article 7.4 (d) and 7.4(f) as noted below.

7.4 (d) Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local Parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix D to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local Parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an Arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. ~~(See Appendix E for the list of Arbitrators.)~~ The agreed to list shall be as set out by JADRAC. The arbitrators shall be chosen in rotation from the list. A list of the arbitrators shall be provided to the Labour Management Committee once a year.

Notwithstanding the referral of a dispute to an Arbitrator, the local Parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local Parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local Parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

7.4 (f) Suspension and Discharge Grievance Resolution

Delete
Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local Parties, either Party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an Arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. ~~(See Appendix E for the list of Arbitrators.)~~ The agreed to list shall be as set out by JADRAC. The arbitrators shall be chosen in rotation from the list. A list of the arbitrators shall be provided to the Labour Management Committee once a year.

It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local Parties or as directed by the Arbitrator.

Process, timelines and costs will be in accordance with Article 7.4(e).

to be deleted
see
Comp. Template
in
MOA
Appendix B
DL
DZ

E&OE

Date: FEB 20 2013

Initials Agreed To: VIU: *DL*

Time: 11:00 am

BCGEU: *DZ*

11.7 – Appointment of Arbitrator


The agreed to arbitrators pursuant to Article 11.2, shall be as follows:

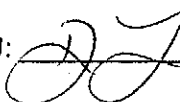
- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

E&OE

Date: FEB 20 2013

Time: 11:00 am

Initials Agreed To: VIU: 

BCGEU: 

15.2 Contact Hours/Workweek

Merge Letter of Agreement 4 – Rationalization and Definition of Workload into Article 15.2, as follows and then delete LOA 4:

(a) The normal workweek shall be Monday to Friday.

(b) A full direct instructional workload shall be at a minimum of twenty (20) hours per week up to a maximum of twenty-five (25) hours per week and described as a percentage (%) of the Full Time Equivalency (FTE) allocation, based on program norms (see Appendix J). Each program will establish an annual direct instructional workload. Health programs will be based on an average workload consisting of clinical and class theory. Any changes or exceptions to the program norms will be reviewed with the Union and require Executive approval. A non-instructional assignment shall be up to a maximum of thirty-five (35) hours per week. The number of hours per week for employees carrying both an instructional and non-instructional assignment shall be determined on a proportional basis. The rate of pay shall be as per the Salary Scale (Appendix A). There are two (2) components of instructional workload:

1. Direct instructional component, which include the following responsibilities:

- classroom lectures;
- shop and laboratory ~~shop~~ supervision and instruction;
- classroom learning sessions;
- seminars/tutorials/discussion groups.

~~Such assignments will be determined by the Dean, Director or Regional Campus Principal in consultation with instructors. If disagreement exists the matter shall be referred to the Labour Management Committee for further consultation.~~

2. Indirect instructional component, which include the following responsibilities:

- student interviews;
- posted office hours;
- instructional advising, evaluation, and preparation;
- administrative responsibilities;
- curriculum maintenance and program enhancement;
- professional development activities;
- other duties directly related to instruction, including department meetings and department initiatives;
- liaising on student placements and assessments.

(c) Self direction is a key aspect to meet indirect instructional professional responsibilities.

(d) A Chair or non-instructional workload shall be up to a maximum of thirty-five (35) hours per week, and described as a percentage (%) of the Full Time Equivalency (FTE) allocation.

Indirect instructional components may also be assigned to this workload. The rate of pay shall be as per the Salary Scale (Appendix A).

(e) Such Instructional and non-instructional assignments will be determined by the Dean, Director or Regional Campus Principal in consultation with instructors employees. An employee may request a review of his/her workload. If disagreement exists, the matter shall be referred to the Labour Management Committee for further consultation. The review process does not limit the grievance process.

(f) The number of hours per week for employees carrying both an instructional and non-instructional assignment shall be determined on a proportional basis.

(g) Instructors All faculty members are expected to attend department meetings and to participate in department initiatives. Department meetings and department initiatives will be arranged to accommodate the majority of faculty members' teaching schedules, not necessarily on the same day or time of the week.

(h) Subject to departmental needs, an alternative direct instructional schedule for a normal work-week or biweekly pay period to a maximum as set out by the program norms (Appendix J), or seventy (70) hours for a non-instructional assignment, may be instituted by mutual agreement of the Dean, Director, or Regional Campus Principal and the employee.

(i) If the department normally delivers direct instruction on an alternative four-day schedule, the fifth working day is normally scheduled for self-directed indirect instructional components.

(j) New or substantive curriculum development is recognized as beyond the workload stated above. New instructional assignments or substantive work projects beyond the normal department scope will be funded separately.

(k) Current program direct instructional workloads that are under twenty (20) hours per week will be maintained unless otherwise agreed to by the Parties.

~~(f) It is understood and agreed that the provisions made to this Agreement regarding the thirty five (35) hour workweek, shall become effective for any postings and subsequent appointments which occur after the effective date of the revised Collective Agreement.~~

E&OE

Date: March 7, 2013

Time: 7:30 pm

Initials Agreed To: VIU: 

BCGEU: 

Delete Article 8 and replace with Article 9 amendments as shown below; renumber subsequent Articles.

ARTICLE 9 8 – HARASSMENT RESPECTFUL WORKING ENVIRONMENT

9.1 8.1 Statement of Commitment

The Employer promotes teaching, scholarship and research and the free and critical discussion of ideas.

The Union and the Employer are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The Employer has a responsibility under the BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The Employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. The Union and the Employer agree that attendance at these educational and training programs is mandatory.

9.2 8.2 Definitions Discrimination and Harassment (BC Human Rights Code)

(a) Harassment is a form of discrimination that adversely affects the recipient on one (1) or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one (1) of the following conditions:

- (1) is abusive or demeaning;
- (2) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with his/her participation in an institution-related activity;
- (3) creates a poisoned environment.

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

(b) Sexual Harassment

The Union and the Employer recognize the right of the employees to work and students to learn in an environment free from sexual harassment; therefore, the Employer will undertake to discipline an employee engaging in sexual harassment. Sexual harassment is:

- (1) behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and
- (2) which interferes with another person's participation in an institution-related activity; or
- (3) which leads to or implies employment, educational or academically-related consequences for the person harassed; or
- (4) which creates a poisoned environment.

The parties agree that, where mutually agreeable, they shall first attempt to use Vancouver Island University Procedure No. 21.03.001 to resolve complaints prior to accessing the grievance process. An employee may initiate a grievance under this Clause. Grievances under this Clause will be handled with all possible confidentiality.

An alleged offender under this Clause shall be entitled:

- (1) to be given notice of the substance of a grievance under this Clause;
- (2) to be given notice and to attend, participate in and be represented in any arbitration hearing which is held as a result of a grievance under this Clause.

9.3 8.3 Workplace Bullying and Personal Harassment

(a) The parties support a working environment that is free from workplace bullying and personal harassment. For the purposes of this Article, the definition for workplace bullying and personal harassment will be as set out in Vancouver Island University Policy No. 21.05 and Procedure No. 21.05.001.

(b) The Union and the Employer agree that attendance in educational and training programs is mandatory for all employees, including the mandatory awareness and prevention training for all persons in a supervisory role, including but not limited to excluded personnel, Program Chairs, Union Shop Stewards and Executives.

(c) The procedures for addressing workplace bullying and personal harassment complaints will be in accordance with Vancouver Island University Policy No. 21.05 and Procedure No. 21.05.001.

The complainant and the respondent have the right to have a Union shop steward present at all times during the investigative process.

9.4 8.4 Procedures for Discrimination and Harassment (BC Human Rights Code)

The procedures for addressing human rights and sexual harassment complaints will be in accordance with Vancouver Island University Policy No. 21.03 and Procedure No. 21.03.001.

The complainant and the respondent have the right to have a Union shop steward present at all times during the investigative process.

(a) ~~Local~~ Informal Processes

The Parties agree that ~~the local Parties~~, where mutually agreeable, they may first attempt to use ~~local Vancouver Island University~~ policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article ~~9-3~~ 8.4(c) Mediation and ~~9-3~~ 8.4(d) Investigation.

(b) Right to Legal Counsel

The Union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the Employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article ~~9-8~~ Investigation involving an allegation of harassment.

(c) Mediation

When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the ~~local~~ Parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution. Consensual mediation will require the agreement of the complainant and the respondent to use the following process:

- 1) the ~~local~~ Parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- 2) the mediation process and resolution will be kept strictly confidential by all participants;
- 3) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered concluded;
- 4) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

(d) Investigation

Where either the complainant or respondent does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an Investigator selected from a list of Investigators agreed upon by the ~~local~~ Parties. An Investigator will be appointed within ten (10) working days of referral.

Where the ~~local~~ Parties are unable to agree on a list of Investigators, JADRC will determine the list.

The referral should, where possible, include a written statement from the complainant and the respondent which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Employer and forwarded to the Investigator with a copy sent to the Union(s).

The appointment of an Investigator does not preclude an Investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the ~~local~~ Parties pursuant to Article ~~9.3(e)(1)~~ 8.4(e)(1) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

(e) Terms of Reference of the Investigator

- 1) The purpose of the Investigator will be to ascertain facts.
- 2) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- 3) The report of the Investigator will be given, in confidence, to the Union(s) and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the respondent. The Employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the Employer and the Union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- 4) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the Parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- 5) Reliance on Report of Third Party Investigator.

Despite Article ~~9.3~~ 8.4(c)(4), the Employer is entitled to rely on the fact of mediation or the report of a third party Investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party Investigator's report.

The Employer is entitled to rely on the Investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party Investigator's report where the issue of good faith is raised by a grievor or the Union.

- 6) The Investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- 7) The Investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local Parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

8) The Investigator may, as part of her/his report, make recommendations for resolution of the complaint.

9) The Investigator's report will not be placed on an employee's file.

(f) List of Local Investigators

The following list of local Investigators is attached for the use of the ~~local~~ Parties at their option under Article ~~9.3~~ 8.4(a):

Judi Korbin
Kate Young
John McConchie
Marguerite Jackson

9.5 8.5 Findings

(a) The Employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the ~~local~~ Parties.

(b) The determination will:

- (1) state the action(s), if any, to be taken or required by the Employer;
- (2) include, where appropriate, a statement of exoneration.

9.6 8.6 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the ~~local~~ Parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

(a) The above noted procedure does not restrict:

- (1) The Employer's right to take disciplinary action;
- (2) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

(b) The report of the Investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

9.7 8.7 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

9-8 8.8 Local Discussion

The ~~local~~ Parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article ~~9-8 8.9~~ below. The ~~local~~ Parties may refer any differences over the administration or application of this Article to JADRC for resolution.

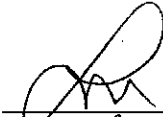
9-9 8.9 Relation to Other Agreements

Where a complaint under Article ~~9-8~~ involves individuals who are covered by another Collective Agreement, the ~~local~~ Parties will meet to clarify and agree upon a procedure.

E&OE

Date: March 7, 2013

Time: 2:30 pm

Initials Agreed To: VIU: 

BCGEU: 

Vancouver Island University & BCGEU Local 702
Collective Agreement Negotiations 2012


Employer Proposal # E-7
Article: 13.9
Date:
Time:

13.9 Severance Pay

A regular employee, subject to layoff, who has three (3) years or more of regular service seniority with the Employer, shall be entitled to receive severance pay as follows of one (1) month salary for each completed year of seniority to a maximum of three (3) months' salary.

- ~~• for each completed year of seniority, one (1) month salary. This amount may be increased to a maximum of six (6) months based on one (1) month for each completed year of service if funding is allocated within the Framework Agreement provision.~~

~~The employee will not receive an amount greater than three (3) months' salary.~~


Initials agreed to: LM
Date: March 7/2013
6:10pm

Effective the date of ratification, merge LOU #3 into Article 19.16 and delete LOU #3.

Article 19.16 – Professional Development

(a) Faculty Professional Development Fund

(1) Purpose

The Faculty Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

(2) Process

The Parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. Applications will be considered by the BCGEU Professional Development Committee. in accordance with Article 19.16. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

(3) Fund

The Faculty Professional Development Fund will be set at zero point six percent (0.6%) of the BCGEU faculty salary.

To address employee's requirements for leaves that are requested outside of normal time limits. Long-term leaves will make up seventy percent (70%) of total monies allotted to assisted leaves and remaining thirty percent (30%) will be held to address short term leave requests that are two (2) weeks or less.

Any funds left over will be carried over to the next fiscal year in the Fund that are not spent at the end of any fiscal year shall be retained by the Employer.

(b) Definition

Professional development activities will be directly relevant to the role of the ~~instructor~~ faculty members' within the University, including:

- (1) studies, and
- (2) experience in business, industry, community service, government or other educational institutions.

(c) Full-time Professional Development Leave

(1) Eligibility – regular employees upon completion of three (3) consecutive years of service within the BCGEU bargaining unit. Normally, faculty members ~~instructors~~ will not be eligible for subsequent long-term leaves until a period equal to the length of the previous long-term leave has elapsed. Applications must be recommended by the appropriate Dean, Director or Regional Campus Principal in consultation with Directors and Chairs and approved by the Committee for ratification by the ~~Executive~~ Provost and Vice President Academic or designate.

(2) The Committee will be comprised of:

- a Dean, Director or Regional Campus Principal and one (1) other University administrator appointed by the ~~Executive~~ Provost and Vice President Academic or designate, and
- two (2) members appointed by the Union.

The Committee will review the professional development applications and submit a report to the ~~Executive~~ Provost and Vice President Academic or designate and the Union at the end of each review. The Committee will disperse the yearly allocated funds under this Article. ~~and Letter of Understanding 3.~~

(3) Application Procedure – Within the time lines determined by the Committee, the employee will submit a request for long-term leave to the Dean, Director or Regional Campus Principal, who will forward the application to the Committee for consideration.

It is recognized that the Employer may assume the initiative in encouraging an individual faculty member ~~instructors~~ to implement professional development programs in those cases where it is judged that the faculty member's ~~instructors~~ expertise is no longer current.

(4) Total monies received by the employee on assisted professional development leave, excluding research and travel grants, will not bring the total earnings to more than one hundred percent (100%) of base salary for the period of the leave. The funds provided for distribution will be based on the 0.6% Faculty Professional Development Fund. ~~under Letter of Understanding 3.~~

If the faculty member ~~instructors~~ ~~does~~ earns more than one hundred percent (100%) of base salary, the University will reduce the rate of assistance accordingly, or he/she will be obliged to reimburse the amount in excess of one hundred percent (100%) to the University.

(5) Return Service Commitment - faculty members ~~instructors~~ undertake to remain in the service of the University for a period equal to the length of the approved leave. In the event the faculty member ~~instructors~~ elects not to continue as an employee for that length of time, he/she shall refund to the University the full amount paid to him/her by the University while on assisted professional development leave.

(6) Accountability - it is the responsibility of the faculty members ~~instructors~~ to prepare a report of leave activities and accomplishments within two (2) months following the

completion of the leave for the appropriate Dean, Director or Regional Campus Principal who will ensure reporting to the University Board.

(d) Waiver of Tuition Fees for University Employees Enrolling in Credit Courses

Employees who have a regular appointment may register in University courses, at no cost, provided that no fee-paying student is displaced. Such registration will be subject to admissions requirements and enrolment procedures, which will be set from time to time by the Registrar.

(e) Waiver of Tuition Fees for University Employees Enrolling in Continuing Education Courses

An employee who is employed for a minimum of three (3) months will be allowed to enrol only during the period of employment in one (1) non-credit or part-time vocational course per term at no cost, subject to procedures which will be set from time to time by the Continuing Education Department at each campus.

E&OE

Date: March 8/2013

Time: 1:55 pm

Initials Agreed To: VIU: 

BCGEU: 

2.2 Bargaining Unit Work
(MOA #2 moved into agreement)

* Renew MOA #2 – Bargaining Unit Work
With housekeeping change to VP's title.

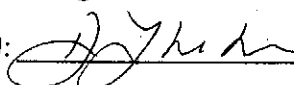
When the employer introduces a new program or alters any existing Vancouver Island University program(s), it shall notify the BCGEU in writing at the point a decision by the Provost and Vice-President of Academic is made to implement. The written notice shall be provided to the BCGEU bargaining unit chairperson and include details of the altered or new program(s).

The employer shall meet with the BCGEU within 7 days of the written notice to consult on the appropriate bargaining unit jurisdiction of the new or altered program(s) within the University. Should the Union disagree with the jurisdictional placement of the new or altered program(s), it may pursue the matter through the Labour Relations Board.

Date: March 8/2013

Time: 6:50 pm

Initials Agreed To: VIU: 

BCGEU: 


APPENDIX G

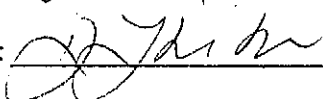
MEDICAL TRAVEL REFRRAL BENEFIT

Straight renewal.

Date: March 8/2013

Time: 6:50 pm

Initials Agreed To: VIU: 

BCGEU: 

25.6 Retirement Gratuity and Long Services Allowance

~~(c) Option A - Lump Sum Payment Options~~

~~The retirement allowance will be paid in one (1) sum on the date of retirement, or for optimum tax advantage on an agreed upon deferred date, or in twelve (12) equal instalments, at the option of the employee, and will be based on regular salary without allowances.~~

(c) The faculty member shall elect the option in which they receive their allowance payment. Payment options for the Retirement Gratuity or Long Service Allowance will be in compliance with Canada Revenue Agency regulations.

~~(d) Option B~~

~~The retirement allowance based on twenty percent (20%) of one twelfth (1/12) of the retiring employee's pre-retirement annual salary without allowances will be paid each month by the Employer into a predesignated Registered Retirement Savings Plan or trust fund in the name of the retired employee to provide at the discretion of the retired employee, a supplemental pension income upon attaining the age of sixty five (65) years. Payments shall commence on the first day of the month coincident with or next following the date of early retirement and shall cease when the retired employee reaches the sixty fifth (65th) birthday. In the event the retired employee passes away prior to attaining the age of sixty five (65), any contributions outstanding shall be payable by the Employer in a lump sum amount to the estate of the deceased. The maximum period of payment shall be sixty (60) months.~~

~~(e) Option C~~

~~The employee may choose any other mutually agreed upon plan which takes into account the individual employee's personal circumstances. Such plan shall not offer an incentive having a monetary value greater than Plan A or B.~~

~~(d)(f)~~ An employee shall be eligible for only one of the benefits pursuant to Articles 25.6(a) and (b) above. Service credit shall not be pyramided with any other resignation or retirement benefit(s) offered by the Employer.


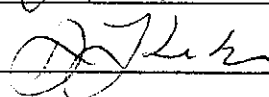
E&OE

Date: March 9, 2013

Time: 11:30 am.

Initials Agreed To: VIU:

BCGEU:

13.5 Pre-Layoff Canvass

(a) Where the Employer identifies to the Union a need to proceed with a layoff of regular employees pursuant to Article 13.7, the Employer shall, prior to issuing a layoff notice to any employee under Article 13:

(1) canvass the placement of regular employee(s), identified pursuant to Article 13.7, for layoff into a vacant position for which the employee(s) is qualified (the posting procedures in this Agreement shall be waived for such vacancies); or

(2) canvass any regular employee or group of regular employees within the Department identified (competency considered) for reduction in order to invite on a voluntary basis: resignation with severance benefits of one (1) month for each full year of service up to a maximum of three (3) months;

~~(i) resignation with severance benefits of one (1) month for each full year of service up to a maximum of three (3) months; or~~

~~(ii) where eligible, early retirement.~~

(b) Where an employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the Employer, such acceptance is final and binding on the employee.

(c) Responses from employees to the pre-layoff canvass will be received by the Employer for consideration only if submitted within ~~five (5) working~~ fourteen (14) calendar days of issuance of a written notice to the employee or group of employees within the department identified for reduction and to the Union of the pre-layoff canvass.

(d) Where the number of volunteers exceeds the number of positions to be reduced, the determination shall be on the basis of program need and other relevant factors, one (1) of which is seniority.

E&OE

Date: March 9, 2013

Time: 1:30pm

Initials Agreed To: VIU: 

BCGEU: 

19.20 Unassisted Leave / Reduced Workload

(a) Unassisted Leave for Full-time or Part-time

Employees may apply to their Dean, Director or Regional Campus Principal (with a copy to the Human Resources Department) for unassisted leave for a period of up to one (1) year. ~~The Dean, Director or Regional Campus Principal will forward it with his/her comments and recommendations to the Vice President, or President, as applicable, for authorization.~~ Such applications may be for any purpose deemed justifiable by the employee. Applications should provide specifics and details of the duration and purpose of the leave. The Parties agree that the applications for leave shall not be unreasonably withheld. If it involves industrial or business experience of particular value to the Employer, the employee shall receive an increment and accrual of seniority. An employee shall return to an Instructor's position with no loss of salary status and seniority. The employee must respond in writing to the Human Resources Department's request of his/her intent to return to work ninety (90) days prior to the anticipated return date or mid-term for leaves shorter than six (6) months. The Human Resources Department will send notification to the last known address provided by the employee outlining the requirement to confirm the return-to-work date. Such leave may be extended up to an additional year.

E&OE

Date: March 9, 2013

Time: 1:30 pm

Initials Agreed To: VIU: 

BCGEU: 

2.1 – Bargaining Agent Recognition

The Employer recognizes the BC Government and Service Employees' Union (BCGEU) as the exclusive bargaining agent ~~for vocational instructors employed by Vancouver Island University on behalf of~~ employees employed by Vancouver Island University for whom BCGEU has been certified as bargaining agent by the Labour Relations Board of BC.

E&OE

Date: March 9, 2013

Time: 1:55 pm

Initials Agreed To: VIU: 

BCGEU: 

Delete LOU #4 – Joint Review Process of Health and Insurance Benefits

And

Delete LOU #5 – Benefits Issues for Discussion by Joint Committee on Benefits Administration

E&OE

Date: March 9, 2013

Time: 3:00

Initials Agreed To: VIU: 

BCGEU: 

B-8

Withdraw proposal to move into agreement


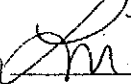
Renew as Letter of Agreement

LETTER OF AGREEMENT 6

Suspension of Claiming Rights during Periods of Layoff

The Parties agree, on an exception basis, without prejudice and without precedent, to temporarily suspend claiming rights under Article 13.1 (c) for additional Term workload in the same instruction program when a layoff notice has been issued within that instructional program (see Appendix C).

This temporary suspension will provide the Dean, Director or Regional Campus Principal the opportunity to reassign the additional Term workload amongst the regular faculty members as a viable option to layoff. It is recognized that such reassignment would be for the normal course of action for regular faculty members within the same headquarters and/or department within that instructional program seniority group, but were the regular faculty member subject to layoff notice is coming from another headquarters and/or department within that instructional program seniority group, this Letter of Agreement would apply.

Initials agreed to  Mar 9/13
 Mar 9/2013
Date: 7:20 pm

*Renew with Amendments, including deletion of LOA-Nanaimo Addendum and LOA-1-Year Extension
(merged into this MOU)*

MEMORANDUM OF UNDERSTANDING #3

**Pilot Project
ABE/Literacy – All 4 Campuses**

Initial Timeframe: August 2011 – July 2012

One year extension: August 2012 – July 2013 (for evaluation purposes)

The Parties agree, given historical issues regarding workload in Adult Basic Education (ABE), to enter into a Pilot Project in ABE/Literacy. The principles are as follows:

- (1) No net costs to the Employer,
- (2) Without prejudice to either Party,
- (3) The project will be evaluated by the Parties within the timelines indicated,
- (4) Either Party can cancel this project, given appropriate notice, to take effect no sooner than the end of the Spring 2012 semester,
- (5) Both Parties are entering into this pilot project in good faith and will support the pilot project to be successful,
- (6) The Parties further agree that after the pilot has been evaluated and deemed successful, pilot projects can be considered in other areas, with the same restrictions as above. Other pilot projects for consideration may require different models to be developed because the Parties accept that programs have very different norms and very different operational requirements.

Structure and Criteria for Pilot Project – ABE/Literacy:

Discussion shall include the Chair, Faculty and Dean in order to determine the appropriate annual instructional delivery schedule to ensure that the following principles are met:

- (1) Two (2) semester/year or Trimester system/year instructional delivery model, depending on the campus,
- (2) Equivalent ~~four (4)~~ eight (8) courses per semester-year (which may include labs, learning centre, and tutorials),
- (3) ~~Six (6) hours per course,~~

Date: March 9, 2013

Time: 8:05 pm

Initials Agreed To: VIU: 

BCGEU: 

- (4) Twenty-four (24) hours per week of direct instruction, as per Appendix J,
- (5) Annual Regular Full-Time workload, in accordance with Article 15.2, 18.1 and 30 (pro-rated for Regular Part-Time employees), to include:
- Four (4) weeks per year of Professional Development/Curriculum Development activities (as per Article 15.2 and LOA #5),
- ~~(i) Thirty-six (36) weeks per year of direct instruction (as per Article 15.2),~~
~~(ii) Four (4) weeks per year of Professional Development/Curriculum Development activities (as per Article 15.2 and LOA #5),~~
~~(iii) Two (2) weeks per year non-instructional time (as per Article 30) for preparation of incoming and wrap-up of outgoing classes,~~
~~(iv) One (1) week per year (as per Article 30) relaxed time between Christmas and New Year,~~
~~(v) Eight (8) weeks per year of vacation entitlement (as per Article 18.1).~~

This project will include instructional and non-instructional employees. The Parties acknowledge there may be issues and/or challenges that will occur during the life of this agreement. The Parties further agree that changes may be needed to ensure the success of the project.

Criteria for Professional Development and Curriculum Development:

Four (4) weeks of professional development/curriculum development leave shall be allocated to each Regular Full-Time employee. Regular Employees with part-time workload shall have their professional development / curriculum development leave allocated on a pro-rata basis. Such leaves shall be scheduled during periods when classes are not in session.

Regular non-instructional faculty may request to, or be assigned by, the Dean an alternate professional development/curriculum development leave period(s) during the year outside of the scheduled leave period noted above. Such alternate leave period(s) will be taken at a minimum of one (1)-day per activity to a maximum of two (2) weeks per activity. The Dean will track the usage of annual professional development/curriculum development leave.

In the absence of a professional development/curriculum development plan, the Dean has the ability to assign professional development/curriculum development activities.

There will be no carry-over of unused professional development/curriculum development leave allocation from one (1) year to the next.

Professional development activities will be directly relevant to the role of the regular instructor within the University including:

- (1) Studies,

Date: _____

Initials Agreed To: VIU: _____

Time: _____

BCGEU: _____

- (2) Experience in business, industry, community service, government or other educational institutions,
- (3) Preparing/reviewing ~~existing~~ course material outside of normal curriculum maintenance as per Article 15.2(d),
- (4) Workshops and conferences (presenting or attending),
- (5) Other professional development/curriculum development activities as agreed to between the Dean and the ~~Instructor~~ regular employee.

The professional development/curriculum development activities will be evaluated based on the Standards for Evaluation of Professional Performance for BCGEU Faculty (as agreed to between the Parties).

Each regular instructor shall submit to the respective Dean or designate a detailed curriculum development/professional development plan for the period of his/her leave on an agreed upon form.

It is recognized that knowledge sharing is an essential part of on-going learning. During the Fall 2012 preparation week, each regular instructor will provide a written summation of his/her curriculum development/professional development activity for peer sharing and reporting back to the Dean, with oral presentations to the faculty group scheduled by the Dean to meet the majority of instructors' teaching schedules.

PILOT REVIEW

(A) Pilot Review Criteria

- (1) At the end of the Fall 2011 semester and/or beginning of the Spring 2012 semester, there shall be a review of the implementation of the Pilot ~~2-semester instructional delivery~~ model in ABE/Literacy. A second review of the Pilot ~~2-semester instructional delivery~~ model will be conducted after the end of ~~Spring 2012~~ Fall 2012 semester and no later than the end of ~~the June 2012~~ Spring 2013 semester.
- (2) Plans for curriculum development/professional development activities in the Pilot ~~2011-2012~~ year shall be delivered to the Dean prior to the end of Fall 2011 semester for approval
- (3) In keeping with the principles for the Pilot Project, the F-final outcome review of the Pilot Project will require at least the following:
 - (i) Ensure there have been no additional costs;
 - (ii) Maintain the current level of student learning outcomes in ABE/Literacy programs;
 - (iii) Maintain the student FTE delivery targets;
 - (iv) Maintain comparable student completion rates; and

Date: _____

Initials Agreed To: VIU: _____

Time: _____

BCGEU: _____

(v) Curriculum development/professional development activities, as previously approved by the Dean, have been completed or are under way for all regular faculty in ABE/Literacy.

(B) Pilot Review Committee

The Committee will review, based on the aforementioned criteria, the success of the Pilot Project and make recommendations to the ~~Principles~~ Principals.

The Committee will be comprised of three (3) Union members (as appointed by the Union) and three (3) Management members (as appointed by Management, one of whom will be the Dean), and other consultants as required.

E&OE

Date: _____

Initials Agreed To: VIU: _____

Time: _____

BCGEU: _____

2.11 Selection of University Administrators and Chairs

(a) Selection and appointment of the Provost and Vice-President; Academic and Deans of Instruction is the duty and responsibility of the University Board. It is recognized, however, that such persons should be appointed only after wide consultation within the University community. Therefore, in order to assist the President in this task, a Search Committee, which will include Union representation, will be constituted. In the appointment of a Dean of Instruction where the majority of the faculty are members of BCGEU, there will be three (3) BCGEU representatives. ~~This~~ These representatives will be selected appointed by the Union from the bargaining unit.

(b) Selection and appointment of the University President is the responsibility of the University Board. It is recognized, however, that the President should be appointed only after wide consultation within (and perhaps outside) the University community. Therefore, in order to assist the University Board in this task, a Search Committee, which will include Union representation, will be constituted. ~~This representative~~ Such representation will be ~~selected~~ appointed by the Union from the bargaining unit.

(c) Selection and appointment of Chairs is the responsibility of the appropriate administrator. A Union representative, ~~selected by the bargaining unit appointed by the Union and the appropriate administrator,~~ will participate in the process of selection. These appointments will be for ~~one (1) two (2) years~~ with two (2) one (1)-year extensions possible at the discretion of the appropriate administrator.

2.12 Appointment of a Dean from within the BCGEU regular membership

- a) The term for a Dean appointed from within the BCGEU regular membership shall be at most five (5) years in duration, with the possibility of one (1) renewal term of at most five (5) years in duration, to a maximum of a ten (10)-year decanal appointment.
- b) Dean's right to return to a BCGEU regular position
 - i. A Dean appointed from within the BCGEU regular membership shall have the right to return to his/her original BCGEU regular position on the completion of his/her decanal appointment provided the duration of the appointment, including renewals, does not exceed ten (10) years.
 - ii. BCGEU regular seniority will continue to accrue for the period of the decanal appointment.
- c) Instructional Assignment for a Dean
 - i. The Dean may be assigned a BCGEU instructional workload in the decanal program area(s), to a maximum of one (1) course per semester, provided such assignment does not result in a reduction to the instructional workload for existing BCGEU regular instructors in the decanal program area(s).
 - ii. The instructional assignment for the Dean will result in no extra remuneration for doing so, including no BCGEU payment for that instruction.

E&OE

Date: March 9, 2013

Time: 8:05 pm

Initials Agreed To: VIU: 

BCGEU: 

T35.

**Vancouver Island University & BCGEU Local 702
Collective Agreement Negotiations 2012**

Employer Counter Proposal to Union Proposal B-34

March 9, 2013

**APPENDIX J
BCGEU PROGRAM NORMS**

Program	Teaching Norms (hpw)
Academic Career and Academic Career Preparation (CAP ACP):	
CAP ACP – Cowichan	24
CAP ACP – Nanaimo	24
CAP ACP – Parksville/Qualicum	24
CAP ACP – Powell River	22.66
Continuing Education (CE):	
CE – MOU #1 (various Programs)	28***
Health:	
Activity Assistant (CE)	28***
Dental Assistant	20*
Home Care Assistant	25*
Practical Nursing	22*
International:	
English Language Centre	20
Malaspina International High School	25
Science:	
Horticulture	18***
Trades:	
Applied Business Technology (ABT)	25
ABT – Online Delivery	25
Automotive	25
Barber/Stylist	25
Carpentry & Residential Construction	25
Culinary Arts	25
Electrical	25
Hairdressing	25
Heavy Duty/Commercial Transport Mechanics	25
Heavy Equipment Operator	25
Horticulture	18***
HVAC – Cowichan	25
ITAS – WAT Specialty	20
Power Sports & Marine Technician	25
Professional Baking	25
Pulp & Paper Operations	25
Welding	25

* 13/26 wks Theory @ 22 hpw + 13/26 wks Practice @ 28 hpw = 25 hpw weighted average. Health Programs Teaching Norms are based on an annual weighted average workload consisting of practical/clinical and class theory.

** 30/52 wks Theory @ 18 hpw + 22/52 wks Practice @ 28 hpw = 22 hpw weighted average.

*** Approved exception to Program Norm.

Annual Workload = FTE Value (See Definitions). Hours paid will be converted to an FTE value.

Formula: Number of Direct Hours / Program Norm x 28 hpw Common Denominator Factor = FTE Value

8:07 PM

2013
mar 9/13
[Signature]

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedure between the Employer and the Union.
- (b) In support of our values of Learning, Discovery, Engagement, Diversity and Sustainability the University will provide to the Union all of the budget submissions from the Deans and Directors as presented to the Vice Presidents.
- (b)-(c) In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the Collective Agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract

13.6 Notice of Layoff

- (a) In the event of a layoff of regular employees, notice shall be twenty (20) working days as the required written notice.
- (b) Reduction, in whole or part, of an ~~instructor's~~ BCGEU faculty member's current regular appointment will constitute a layoff. Should it be necessary, layoff notice shall be served to an faculty member ~~instructor~~ on assisted, unassisted or vacation leave subject to the conditions of this section.
- (c) When the Senate approves a recommendation to suspend a program through the Summative Assessment process that may result in the layoff of a faculty member(s), the University shall notify the Union of the Senate decision no less than three months prior to the formal notice of layoff.
- (d) When written notice is given to the faculty member, the University shall provide the reasons for lay off and inform the faculty member(s) of his/her rights as outlined in the collective agreement.

E&OE

Date: March 9, 2013

Time: 9:10 pm

Initials Agreed To: VIU: 

BCGEU: 

Renew with the following amendments

MEMORANDUM OF UNDERSTANDING #1

The Parties agree that BCGEU jurisdiction ~~will extend~~^s to some vocational programming in the area of "~~Centre for Continuing Studies~~ Continuing Education". During the life of this contract the Parties will operate a BCGEU jurisdiction program based on the undernoted premises:

(a) Program or courses, of duration greater than twenty-four (24) hours and less than seventy (70) hours of combined direct and indirect instructional components, which are the same as or significantly similar to vocational programs contained in Vancouver Island University base funded programs, including:

- (1) Upgrading programs or courses;
- (2) Programs or courses which are a prerequisite for a ~~Malaspina~~ Vancouver Island University vocational program or course;
- (3) Programs which carry the certification of a recognized governing or regulatory agency.

(b) Programs, or courses which are a recognized part of a vocational program, of duration seventy (70) hours or greater of combined direct and indirect instructional components leading to a Vancouver Island University Non-Credit Certificate.

(c) Instructors, whether regular, term or auxiliary as appropriate, shall be compensated in total at the minimum step of the current salary grid for programs under this Memorandum of Understanding. However, instructors currently paid at a rate greater than the minimum step who are re-engaged during the current academic year to teach the same course(s) taught in the 1995/96 academic year will have their rate of pay red-circled and maintained.

The Parties acknowledge that exceptions to the rules above may emerge dependent upon funding sources, contractual terms, and other reasons and agree that they will work in a reasonable and fair manner to find satisfactory solutions.

(d) The Parties will establish a joint sub-committee to review the application of this Memorandum of Understanding. The committee will have no more than two employer designates and two union designates.

The committee's mandate shall be to look at the feasibility of maintaining this Memorandum and report to the Labour Management Committee with recommendations. The recommendations shall include, but not be limited to, the process for assigning programming to this MOU#1 and provide transparency regarding the application of this MOU#1.

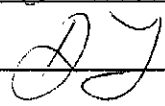
(e) The Employer shall advise the Union of any CE – MOU # 1 program changes or additions.

(f) This memorandum is renewed only for the length of the collective agreement.

Date: March 10, 2013

Initials Agreed To: VIU: 

Time: 11:20 am

BCGEU: 

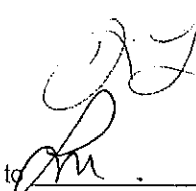
B-45

MEMORANDUM OF AGREEMENT #1

Vancouver Island University BCGEU Alternative Normal Work-Week Schedule (Article 15.2(e))

The Parties have agreed, on an exception basis, without prejudice and without precedent, to a non-standard averaging arrangement for an alternative work week schedule, pursuant to BCGEU Article 15.2(e), for the Culinary Arts Program and the Professional Banking Program at the Nanaimo Campus. These two (2) Programs will be placed on a four (4) week alternate work week cycle, whereby the full-time direct instructional hours per week will be increased from the Program Norm of 25 hours per week (Appendix J) to 26.25 hours per week (5.25 direct instructional hours per day), but will not exceed one hundred (100) hours of direct instruction in the four (4) week cycle. This arrangement is required in order to meet the operational needs of the institution and will provide ~~faculty members~~ instructors in these two (2) Programs with one (1) day off in lieu of additional hours worked over and above the weekly program Norm during each four (4) week work week cycle.

Current regular ~~faculty members~~ instructors have agreed to this alternate work week arrangement, in consultation with Management and the Union, and have been operating as such since the Fall 2007. This arrangement also applies to Term ~~faculty members~~ instructors for the duration for the Term appointment on a pro-rata basis, and the day(s) off in lieu will be scheduled by the Chair of the Program based on hours worked.


Initials agreed to 

Date: March 10, 2013 @ 11:20am

Employer Counter Proposal to Union B-7 presented on March 7, 2013 (also see E-6)
Date: March 8, 2013
Time:

13.7 Layoff, Recall, Bumping Rights of Regular Employees

Delete Article 13.7(a)(4) and renumber the remainder of Article 13.7(a) – see Employer Proposal E-6 presented on November 23, 2012.

Initials agreed to 

Date: March 10, 2013 @ 11:20am

B-43

LETTER OF UNDERSTANDING 6

Compensation Re-opener

~~The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.~~

~~The Vancouver Island University agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Vancouver Island University/B.C. Government and Service Employees' Union (BCGEU Local 702) Collective Agreement arising from the current collective bargaining, the BCGEU Local 702 will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.~~

~~This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate and will be subject to approval by the Post Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.~~

~~This Letter of Understanding expires at midnight on March 31, 2012.~~

Initials agreed to



Date: March 10, 2013 @ 11:20 am

T-4)

Vancouver Island University & BCGEU Local 702
Negotiations 2012

Employer Counter Proposal to Union B-51 (as per Employer Proposal E-19)
--

Date: February 7, 2013
--

Time: March 10

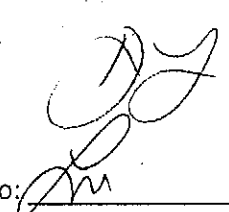
Renew (and renumber) LOA 5 with the following Housekeeping changes:

LETTER OF AGREEMENT 5

**~~The Centre for Continuing Studies~~ Continuing Education Exception to Program
Norm (Appendix J)**

The Parties to this agreement recognize that the ~~Centre for Continuing Studies~~ Continuing Education courses and programs are cost recovery and part-time in nature and have minimal, if any, indirect instructional components. They are often paid based on the number of students enrolled rather than on an instructional workload factor. As a result, they do not meet the model for establishing a direct instructional program norm (see Appendix J).

The Parties agree, on an exception basis, without prejudice and without precedent, to continue the practice of a combined direct and indirect instructional workload based on twenty-eight (28) hours per week or fifty-six (56) hours biweekly, paid on an hourly rate, for the ~~Centre for Continuing Studies~~ Continuing Education courses and programs. This applies to those ~~Centre for Continuing Studies~~ Continuing Education courses and programs covered under both the Memorandum of Understanding #1 and the normal BCGEU Collective Agreement provisions.

Initials agreed to: 

Date: March 10, 2013 @ 11:20am

Vancouver Island University & BCGEU Local 702
Collective Agreement Negotiations 2012

T-42

Employer Response to Union Proposal # B-21
Article: 33.2
Date: March 9, 2013
Time:

33.2 Travel Stipend for Continuing Education Faculty Members ~~instructors~~

The Employer and the Union agree to a travel stipend which may be paid to certain Continuing Education faculty members ~~instructors~~ in circumstances where the faculty members ~~instructors~~ who offers the required expertise normally resides/works more than fifty (50) kilometres from the campus at which the course is to be delivered.

This provision recognizes the small number of teaching hours per week for a Continuing Education faculty members ~~instructors~~, the cost incurred by the individual to travel to the campus, and the desire to provide some compensation for those costs.

The Employer will have sole discretion to determine the appropriateness and value of the travel stipend.

DF

Initials agreed to: *Sm*

Date: March 10, 2013 @ 11:20 am

B-39 - Straight Renewal.

LETTER OF UNDERSTANDING 2

Partial Sick Leave and Partial Disability Benefits

The Parties agree that it is in the interests of both the employee and the Employer to enable an employee to remain at work when the employee is only partially disabled.

"Partially disabled" for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the Employer to conform to the configuration of faculty workload in the employee's instructional or non-instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the Employer's legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the Short-Term Disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 23.6 on a pro-rated basis until the employee has satisfied the qualifying period for Short-Term Disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for Short-Term Disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for Short-Term Disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this Short-Term and Long-Term Disability benefits plans as applicable.

The carrier's approval of a partial Disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee's subsequent claims for Short-Term Disability benefits will be automatically approved, nor does approval for Short-Term Disability benefits mean that the employee's subsequent claim for Long-Term Disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial Disability benefits are set out in the document titled "Administration of Partial Sick Leave and Partial Disability Benefits", which the Parties agree shall be part of the "Policies and Procedures" sections of the Disability Management Handbook for the Disability benefits plan set out in Article 23.6 of the Collective Agreement.

Initials agreed to



Date: March 10, 2013 @ 1:25pm

LETTER OF AGREEMENT 3

On-Line Workload

The Parties agree to jointly undertake a review of how on-line instruction is operating in relation to Article 29.

Any Dean who has an element of on-line instruction will present a report to the Labour Management Committee before the end of ~~the Academic Year June 2011~~. The Labour Management Committee will consider current practices in relation to Article 29 and provide recommendations to the Parties. If approved by the parties' respective principals, Any changes pursuant to this Letter of Agreement will be implemented by March 31, ~~of the following year~~. 2012.

Renew with housekeeping amendments.

This note is not in the agreement – the parties agree to activate the review noted above. The parties will submit 2 designate names to the Provost and Vice President Academic no later than 60 days of ratification. The review process shall be guided by the Labour Management Committee.

E&OE

Date: March 10, 2013

Time: 2:00 p.m

Initials Agreed To: VIU 

BCGEU: 

ARTICLE 39 – TERM OF AGREEMENT

39.1 Duration

This Agreement shall be binding and remain in effect from 12:01 a.m., April 1, 2010~~12~~ to midnight, March 31, 2012~~14~~. The Union and the Employer desire every employee to be familiar with the provisions, rights and obligations inherent in this Agreement. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to employees within sixty (60) calendar days from the signing of the Agreement.

39.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2011~~13~~, but in any event, not later than December 31, 2011~~13~~.

(b) Where no notice is given by either Party prior to December 31, 2011~~13~~, both Parties shall be deemed to have been given notice under this Article on December 31, 2011~~13~~, and thereupon Article 39.3 of this Agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice-President or President as applicable.

39.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 39.2 of this Agreement the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

39.4 Changes in Agreement

Any changes deemed necessary under this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

39.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

The Parties hereby agree to recommend to their respective principals an April 1, 2010~~12~~ – March 31, 2012~~14~~ Agreement as amended from the current contract, subject to ratification by the University Board and the BCGEU membership.

E&OE

Date: March 10, 2013.

Time: 2:00 pm.

Initials Agreed To: VIU: 

BCGEU: 

APPENDIX "B"

2012-2014 – VIU-BCGEU Local 702 – Compensation Template (CT)

between

VANCOUVER ISLAND UNIVERSITY

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")
Instructors – Local 702

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired on March 31, 2012. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreement that expired on March 31, 2012 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new collective agreement shall be for twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

2. Appendix A1 and A2 – Salary Scales

2.1 All rates of pay in Appendix A1 (Provincial Salary Scale) and Appendix A2 (2% Salary Stipend) of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 31, 2012, all annual rates of pay which were in effect on December 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective September 01, 2013, all annual rates of pay which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 01, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These salary increases shall apply to all current employees who are members of the bargaining unit, and are reflected in the revised Provincial Salary Scale and 2% Salary Stipend Scale – Schedule "A", of this Memorandum of Settlement.

2.2 The Chair Stipend currently in place for faculty administrative positions that are occupied by faculty covered by Article 25.3 of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 31, 2012, the biweekly stipend which was in effect on December 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2013, the biweekly stipend which was in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective September 01, 2013, the biweekly stipend which was in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 01, 2014, the biweekly stipend which was in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

This stipend increase is reflected in the revised Chair Stipend Scale for Article 25.3 – Schedule "B", of this Memorandum of Agreement.

3. Letter of Understanding 3 – Faculty Professional Development Fund

Effective the date of ratification, the Employer and the Union agree to amend Section 3 - Fund of LOU #3 as follows:

"3. Fund

The Faculty Professional Development Fund will be set at point six of one percent (0.6%) of BCGEU faculty salary.

To address employee's requirements for leaves that are requested outside of normal time limits. Long-term leaves will make up seventy percent (70%) of total monies allotted to assisted leaves and remaining thirty percent (30%) will be held to address short term leave requests that are two (2) weeks or less.

Any funds left over will be carried over to the next fiscal year in the Fund that are not spent at the end of any fiscal year shall be retained by the Employer."

4. Expedited Arbitration

Effective the date of ratification, the Employer and the Union agree to the new LOU, Expedited Arbitration as attached to this Memorandum of Agreement as Schedule "C".

5. Harassment

Effective the date of ratification, the Employer and the Union agree to Schedule "D" as attached to this Memorandum of Agreement relating to Harassment.

6. **Article 7.4 – Joint Administration and Dispute Resolution Committee**

(a) Effective the date of ratification, the Employer and the Union agree to amend Article 7.4(c) as follows:

"(c) Purpose

The purpose of JADRC is to:

- (1) Assist in the administration of collective agreements.
- (2) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (3) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (4) Appoint an Umpire(s) or Arbitrator(s) as applicable for:
 - (i) Jurisdictional Disputes Resolving process
 - ~~(ii) Suspension and Discharge Grievance Resolution~~
 - ~~(iii)~~(ii) Common Agreement Dispute Resolution
- (5) Develop strategies to reduce arbitration and related costs."

(b) Effective the date of ratification, the Employer and the Union agree to delete Article 7.4(f) as follows:

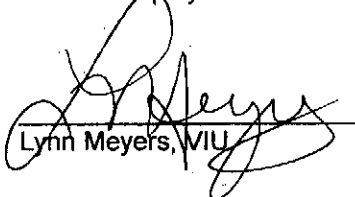
~~7.4(f) Suspension and Discharge Grievance Resolution~~

~~"Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local Parties, either Party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an Arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix E for the list of Arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local Parties or as directed by the Arbitrator.~~

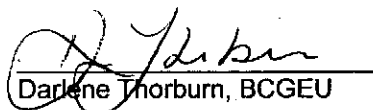
~~Process, timelines and costs will be in accordance with Article 7.4(e)."~~

Signed by the Parties at Nanaimo, British Columbia, on the 10 day of March, 2013.

For the Employer:


Lynn Meyers, MIU

For the Union:


Darlene Thorburn, BCGEU

Schedule "A"

**APPENDIX A1
Provincial Salary Scale**

STEP	31 December 2012 To 31 March 2013	01 April 2013 To 30 August 2013	01 September 2013 To 31 December 2013	01 January 2014 To 31 March 2014
1	\$ 84,063	\$ 84,904	\$ 85,753	\$ 86,611
2	\$ 78,750	\$ 79,538	\$ 80,333	\$ 81,136
3	\$ 73,354	\$ 74,088	\$ 74,829	\$ 75,577
4	\$ 70,352	\$ 71,056	\$ 71,767	\$ 72,485
5	\$ 67,775	\$ 68,453	\$ 69,138	\$ 69,829
*6	\$ 65,199	\$ 65,851	\$ 66,510	\$ 67,175
7	\$ 62,622	\$ 63,248	\$ 63,880	\$ 64,519
8	\$ 60,045	\$ 60,645	\$ 61,251	\$ 61,864
9	\$ 57,468	\$ 58,043	\$ 58,623	\$ 59,209
10	\$ 54,891	\$ 55,440	\$ 55,994	\$ 56,554
11	\$ 52,315	\$ 52,838	\$ 53,366	\$ 53,900

*Maximum initial placement in category

Schedule "A"

**APPENDIX A2
2% SALARY STIPEND**

STEP	31 December 2012 To 31 March 2013	01 April 2013 To 30 August 2013	01 September 2013 To 31 December 2013	01 January 2014 To 31 March 2014
1	\$ 85,744	\$ 86,602	\$ 87,468	\$ 88,343
2	\$ 80,325	\$ 81,129	\$ 81,940	\$ 82,759
3	\$ 74,821	\$ 75,570	\$ 76,326	\$ 77,089
4	\$ 71,759	\$ 72,477	\$ 73,202	\$ 73,935
5	\$ 69,131	\$ 69,822	\$ 70,521	\$ 71,226
*6	\$ 66,503	\$ 67,168	\$ 67,840	\$ 68,519
7	\$ 63,874	\$ 64,513	\$ 65,158	\$ 65,809
8	\$ 61,246	\$ 61,858	\$ 62,476	\$ 63,101
9	\$ 58,617	\$ 59,204	\$ 59,795	\$ 60,393
10	\$ 55,989	\$ 56,549	\$ 57,114	\$ 57,685
11	\$ 53,361	\$ 53,895	\$ 54,433	\$ 54,978

*Maximum initial placement in category.

Schedule "B"

25.3 Chairs Stipend or Release Time

	Dec.31/2012	Apr.01/2013	Sep.01/2013	Jan.01/2014
More than 0.9286 FTE per week Teaching Assignment	\$109.30 bw	\$110.39 bw	\$111.49 bw	\$112.60 bw
More than 0.8571 FTE per week Teaching Assignment	\$54.65 bw	\$55.20 bw	\$55.75 bw	\$56.31 bw

These stipends will be reviewed annually, and final determinations are the responsibility of the Provost and Vice-President, Academic.

~~Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased by 2% effective April 1 of each 2007, 2008, and 2009.~~

Schedule "C"

Letter of Understanding

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either parties may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring the presentation of extrinsic evidence;
 - v. Grievances where a local party intends to raise a preliminary objection;
 - vi. Grievances arising from the duty to accommodate; and
 - vii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the collective agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Chris Sullivan
- Colin Taylor

- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are available within ten (10) days, the parties shall agree to another arbitrator who is available within ten (10) days of appointment.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

- c) The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

Schedule "D"

Memorandum of Agreement

Between

Vancouver Island University

And

**British Columbia Government and Service Employees' Union
Instructors, Local 702**

Re: 2012 BCGEU Faculty Common Table – Harassment

The 2012-2014 BCGEU Faculty Common Table Agreement (Common Agreement) of December 17, 2012 contains a number of provisions related to workplace harassment. VIU and BCGEU Instructors, Local 702 are not parties to that Common Agreement. They are prepared, however, to adopt a number of the Common Table provisions related to workplace harassment. In particular:

1. The parties agree to participate on the committee established pursuant to LOU #4 (Respectful Working Environment) of the Common Agreement. The parties further agree that they will adopt jointly developed education and training programs that are created pursuant to section 2 (Mandate) of LOU #4 of the Common Agreement. VIU and the Union agree that attendance at these educational and training programs is mandatory.
2. The parties agree to participate on the committee described in Schedule 2 (Re: Training of Harassment Investigators) of the Common Agreement.
3. The parties agree that the principles regarding awareness and training set out in the Letter of Agreement #9 (Re: Article 8 – Respectful Working Environment, Article 9 - Harassment) in the VIU/BCGEU collective agreement April 1, 2010 to March 31, 2012 have proven to be beneficial to both the Union and the Employer.

To this end, the awareness and prevention training is mandatory for all persons in a supervisory role, including but not limited to excluded personnel, Program Chairs, Union Shop Stewards and Executives.