

MEMORANDUM OF AGREEMENT

between

KWANTLEN POLYTECHNIC UNIVERSITY
(hereinafter called "the Employer")

and the

KWANTLEN FACULTY ASSOCIATION
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF KWANTLEN POLYTECHNIC UNIVERSITY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE KWANTLEN POLYTECHNIC UNIVERSITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE KWANTLEN FACULTY ASSOCIATION (hereinafter called "Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 (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 8, both inclusive.

2. **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.

3. **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.

4. **Wage Increases**

Effective the date of ratification, the Employer and the Association agree to the following:

- 4.1. All annual rates of pay in Article 9.01 of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective January 1, 2013, all annual rates of pay which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - (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 dollar.
 - (c) Effective September 01, 2013 or the date of the tentative settlement of the Memorandum of Agreement (whichever is later), 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 dollar.
 - (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 dollar.
- 4.2. All rates of pay in Article 10.01 of the collective agreement shall be increased by the following percentages effective on the dates indicated:
- (e) Effective January 1, 2013, all annual rates of pay which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
 - (f) 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.
 - (g) Effective September 01, 2013 or the date of the tentative settlement of the Memorandum of Agreement (whichever is later), 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.
 - (h) 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 wage increases shall apply to all current employees who are members of the bargaining unit.

5. **Harassment and Respectful Workplace**

Effective the date of ratification, the Employer and the Association agree to the new LOU, Harassment and Respectful Workplace, as attached to this Memorandum of Agreement.

6. **Expedited Arbitration**

Effective the date of ratification, the Employer and the Association agree to incorporate into the collective agreement Expedited Arbitration language as attached to this Memorandum of Agreement.

7. **Article 16.05 – Faculty Professional Development Fund**

Effective the date of ratification, the Employer and the Association agree to amend Article 16.05 to read as follows:

2. FUND

This fund's budget for each fiscal year will be set at point six of one percent (0.6%) of regular and non-regular faculty salary for the institution based on the nominal role as of January 1 of the previous fiscal year

Any monies in the Fund not spent at the end of any fiscal year shall be retained by the employer.

8. **Schedule "A"**

Effective the date of ratification, the Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule A.

9. **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 8 day of MAY, 2013.


BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Harry Gray VP, Finance & Administration



BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

Bob Davis VP Negotiations, KFA





KWANTLEN POLYTECHNIC UNIVERSITY PACKAGE PROPOSAL

DATE: May 7, 2013

TIME: 2:00pm

The Employer is presenting this as a package and as such proposals contained in this package must be approved as a package. Acceptance of this package resolves all outstanding collective bargaining issues between the Employer and the KFA.

ARTICLE 1.02 TERM OF AGREEMENT

The duration of this Agreement shall be from April 1, ~~2010~~ **2012** to March 31, ~~2012~~ **2014**. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.

The operation of Section 50(2) of the Labour Relations Code of B.C. is specifically excluded.

ARTICLE 1.05 DEFINITIONS

(i) Full-Time Equivalent Service

A non-regular faculty member with less than 2 years of FTE service, will not be considered to have declined or been unavailable to receive an offer of a further appointment where the faculty member establishes in writing that the reason for declining is that the faculty member had been offered and accepted an assignment at another BC public post-secondary institution that conflicts with the assignment offered by the University.

3.06 MEMBERSHIP AND DUES AUTHORIZATION FORMS

~~The Employer shall provide application for Membership forms as well as Dues Authorization Forms to all new faculty members at the earliest date following commencement of employment. Copies of signed forms will be forwarded by the Employer to the Union.~~

Included in the appointment letter, or contract as appropriate, the Employer shall inform the new faculty member about their requisite membership in the KFA and the deduction of dues as a condition of employment. **The Employer will provide the KFA with a bi-weekly report listing the names of new faculty members and the date that union dues deductions began for the new member.**

3.11 FACULTY UNION LEAVE

- (i) A faculty member selected for a full-time position in the Federation of Post- Secondary Educators or in any successor organization to FPSE shall be granted full-time leave of absence subject to the following conditions:
 - (i) As soon as possible in advance of the leave, the Union shall notify the Employer of the possibility of this clause being invoked. Notwithstanding the foregoing, the Union shall provide the Employer with written notice by June 1 for Fall leaves and November 1 for Spring leaves;
 - (ii) A faculty member on leave under this clause shall continue to receive full salary and the benefits from the Employer. The Union shall, on a monthly basis, reimburse the Employer for the full amount of the faculty member's salary and benefits from the Union member dues ~~on a monthly basis~~. In the event the membership dues are not enough to cover the faculty member's monthly salary and benefits, the Union will remit the outstanding balance.

4.02 SEARCH FOR REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS

Search Process Posting of the Vacancy

- (e) ~~Representative(s) designated by the Search Committee shall conduct all interviews.~~ The Search Committee shall review all written applications and supporting material, including the applicant's personnel file and shall compile the interview list. Representative(s) designated by the Search Committee shall conduct all interviews.

Search Process

- (f) The Search Committee shall prepare a short list of qualified candidates with rationale and specific recommendations for the University President or his/her designate. In the event that a member of the Committee does not concur with the list(s) submitted by the other members of the Committee, that member may submit a separate short list of qualified candidates with rationale and specific recommendations for the University President or his/her designate.

Posting of the Vacancy

- (j) When a new position is proposed, the job description and the job advertisement will be drawn up in consultation with the appropriate discipline/program Search Committee.

Article 9 AND 10 SALARIES – FULL-TIME REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS AND SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS

Apply to the full-time regular and non-regular type 2 faculty and non-regular type 1 faculty salary scales a general wage increase over the term of the Agreement that is commensurate with the Government Negotiating Framework as set out below and detailed in Appendix A and B attached to this proposal.

- (a) Effective January 1, 2013 rates of pay in Appendix A and B which were in effect on December 31, 2012, shall be increased by one percent (1.0%). The new rates were rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all rates of pay in Appendix A and B which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates were rounded to the nearest whole dollar.
- (c) Effective September 1, 2013, or the date of the tentative settlement of a Memorandum of Agreement between the parties, (whichever is later), all rates of pay in Appendix A and B of the which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates were rounded to the nearest whole dollar.
- (d) Effective January 1, 2014, all annual rates of pay in Appendix A and B which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates were rounded to the nearest whole dollar.

APPENDIX A

ARTICLE 9 – SALARIES – FULL-TIME REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS

9.01 SALARY SCALE

	January 1st 2013 to March 31st 2103	April 1st 2013 to Aug 31st 2013	Sept 1st 2013* to Dec 31st 2013	January 1st 2014 to March 31st 2014
11 stipend	84,063 <u>1,681</u> 85,744	84,904 <u>1,698</u> 86,602	85,753 <u>1,715</u> 87,468	86,611 <u>1,732</u> 88,343
10 stipend	78,750 <u>1,575</u> 80,325	79,538 <u>1,591</u> 81,129	80,333 <u>1,607</u> 81,940	81,136 <u>1,623</u> 82,759
9 stipend	73,354 <u>1,467</u> 74,821	74,088 <u>1,482</u> 75,570	74,829 <u>1,497</u> 76,326	75,577 <u>1,512</u> 77,089
8 stipend	70,352 <u>1,407</u> 71,759	71,056 <u>1,421</u> 72,477	71,767 <u>1,435</u> 73,202	72,485 <u>1,450</u> 73,935
7 stipend	67,775 <u>1,356</u> 69,131	68,453 <u>1,369</u> 69,822	69,138 <u>1,383</u> 70,521	69,829 <u>1,397</u> 71,226
6 stipend	65,199 <u>1,304</u> 66,503	65,851 <u>1,317</u> 67,168	66,510 <u>1,330</u> 67,840	67,175 <u>1,344</u> 68,519
5 stipend	62,622 <u>1,252</u> 63,874	63,248 <u>1,265</u> 64,513	63,880 <u>1,278</u> 65,158	64,519 <u>1,290</u> 65,809
4 stipend	60,045 <u>1,201</u> 61,246	60,645 <u>1,213</u> 61,858	61,251 <u>1,225</u> 62,476	61,864 <u>1,237</u> 63,101
3 stipend	57,468 <u>1,149</u> 58,617	58,043 <u>1,161</u> 59,204	58,623 <u>1,172</u> 59,795	59,209 <u>1,184</u> 60,394
2 stipend	54,891 <u>1,098</u> 55,989	55,440 <u>1,109</u> 56,549	55,994 <u>1,120</u> 57,114	56,554 <u>1,131</u> 57,685
1 stipend	52,315 <u>1,046</u> 53,361	52,838 <u>1,057</u> 53,895	53,366 <u>1,067</u> 54,433	53,900 <u>1,078</u> 54,978

*** or date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later)**

APPENDIX B

ARTICLE 10 – SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS
10.01 SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS

Effective January 1st 2013	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,902.63	5,687.86	1,317.19	82.32
Reality Environment	20	1,902.63	5,687.86	1,317.19	65.86
Simulation Environment	24	1,902.63	5,687.86	1,317.19	54.88
Individual Learning	24	1,902.63	5,687.86	1,317.19	54.88
Practicum Supervision	32	1,902.63	5,687.86	1,317.19	41.16

Effective April 1st 2013	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,921.66	5,744.73	1,330.36	83.15
Reality Environment	20	1,921.66	5,744.73	1,330.36	66.52
Simulation Environment	24	1,921.66	5,744.73	1,330.36	55.43
Individual Learning	24	1,921.66	5,744.73	1,330.36	55.43
Practicum Supervision	32	1,921.66	5,744.73	1,330.36	41.57

Effective Sept 1st 2013***	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,940.88	5,802.18	1,343.67	83.98
Reality Environment	20	1,940.88	5,802.18	1,343.67	67.18
Simulation Environment	24	1,940.88	5,802.18	1,343.67	55.99
Individual Learning	24	1,940.88	5,802.18	1,343.67	55.99
Practicum Supervision	32	1,940.88	5,802.18	1,343.67	41.99

Effective Jan1st 2014	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,960.29	5,860.20	1,357.10	84.82
Reality Environment	20	1,960.29	5,860.20	1,357.10	67.86
Simulation Environment	24	1,960.29	5,860.20	1,357.10	56.55
Individual Learning	24	1,960.29	5,860.20	1,357.10	56.55
Practicum Supervision	32	1,960.29	5,860.20	1,357.10	42.41

This is inclusive of vacation pay

*Presume standard 3 credit course: **Normal monthly maximum: *** or date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later)

Kwantlen Polytechnic University – Employer Proposal

ARTICLE 12.04 WORKLOADS

The parties agree to the following provisions relating to faculty members' workload.

(a) The registration limits for all courses currently offered by the Employer in the academic, career and technology areas are 35 unless established by practice as lower, excepting multiple sections where the limit is the correct multiple of the number of sections involved.

(i) ~~Swing shifts where the limit is the correct multiple of the number of sections involved.~~

(ii) ~~Multiple sections where the limit is the correct multiple of the number of sections involved.~~

~~Where the utilization level(s) for educational activity in the theatre(s) at Surrey and Langley Campuses is/are below the previously established (1991-92) Surrey theatre educational activity utilization level, the Employer may require an instructor to teach in this mode.~~

(b) The registration limits for English are as follows:

(i) Writing and Composition Courses - 25

(ii) Writing Skills -17

(iii) Creative Writing - 22

(iv) Literature - 35

(c) Registration limits will be measured at the Stable Enrolment Date.

(d) The Employer will supply, in consultation with program faculty members and within its budget allocation, non-regular type 1 faculty members to help with peak periods of critiquing of student work in Interior Design where such a need is identified.

(e) For continuous intake, self-paced day students only, 1/4 time students shall count as 1/3 time, and 1/2 time students will count as 2/3 time in determining workload in Academic and Career Preparation.

(f) Student/instructor ratios in Academic and Career Preparation are as follows:

- (i) Intermediate/Advanced Provincial Level Courses -19/1
- (ii) Fundamental (non-literacy) Level Courses -16/1
- (iii) Literacy Level Courses -13/1

The above stated limits are subject to alteration if the Ministry changes the formula for funding these classes; generally, as the weighting factor continues to be adjusted upward, the student/instructor ratio will be adjusted downward and vice-versa. The parties agree that workload levels shall be tied to funding levels.

(g) The registration limits in the Bachelor of Science in Nursing Program are as follows:

<u>Semesters 1-5</u>	<u>Class Size Limits</u>
Classroom Related	16
Reality and CPE (1 and 2)	8
Simulation	8
Preceptorship/Practicum/Diploma Exit	20
<u>Semesters 6 – 8</u>	<u>Class Size Limits</u>
“Self and Others” Courses	20
Other Classroom Related	30 32
Simulation	10
Reality	15 16
Practicum/CPE (3,4,5)	8 – 20 depending on mode of instruction

12.13 GENERAL HOLIDAYS

(a) The following have been designated as paid general holidays:

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

And any other holiday proclaimed as a holiday by Federal or Provincial Government legislation.

No change to remainder of article.

Article 14 - EDUCATIONAL LEAVE

14.06 After a period of six years of full-time equivalent service a faculty member may receive one year's leave inclusive of vacation and accountable time.

PROFESSIONAL DEVELOPMENT

- 16.01** (a) For the purposes of allocating professional development funds there shall be the following groupings of programs/disciplines and each grouping shall have a Professional Development Committee:
- (i) Science (including Biology, Chemistry, Physics and Applied Science), Mathematics, Environmental Protection Technology, Sustainable Agriculture and Health Sciences) Horticulture (including Greenhouse Production, Turf Management, Landscape Design and Maintenance, ~~Commercial Floristry~~ Plant Health, Urban Ecosystems and Horticulture Apprenticeship). * Horticulture is currently a separate grouping but may merge with this grouping at some point to be determined.
 - (ii) Arts Humanities (including English, Creative Writing, Fine Arts, Modern Languages, Philosophy/Humanities, Music, Educational Studies) Social Sciences (including Anthropology, Criminology, Geography/Geology, History, Asian Studies, Political Science, Policy Studies, Psychology, Sociology, Journalism and Communication Studies). * Humanities and Social Sciences are currently separate groupings but may merge at some point to be determined.
 - (iii)
 - (iv) ~~(iii)~~ Applied Design and Communications (including Foundations in Design, Fashion Design & Technology, Product Design, Interdisciplinary Design Studies, Graphics Design for Marketing & Visual Design, Interior Design, Technical Apparel Design Journalism, Public Relations)
 - (v) ~~(iv)~~ (iv) Community and Health Studies (including Bachelor of Science in Nursing Program, Bachelor of Science in Nursing Post Baccalaureate , Bachelor of Psychiatric Nursing, Critical Care Nursing Nurse Programs, Health Care Assistant Program, Nursing Re-entry Programs Resource Centre, Community Support Worker, Support/Resident Care Attendant, Wellness Centre, Gerontology Based Recreation, Special Education Teacher Assistant Program, Health Unit Coordinator)

(vi) **(v)** Business (including Accounting, Business Management, Business Quantitative Studies, Business, Computer Business Systems, Computer Science and Information Technology, Economics/Financial Services, Human Resources Management, Legal Administrative Studies, CPSC/CISY, CBSY, Applied Business Technology, Marketing, Applied Communications, HRDC Entrepreneurship Program and Entrepreneurial Leadership, Public Relations)

(vii) **(vi)** Applied Trades and Technology, Trades and Vocational (including Appliance Servicing and Repair, Parts, Warehousing, Logistics & Distribution Apprentice Partsperson Partsman, Apprentice Automotive Service Technician, Automotive Service Technician, Apprentice Electrical, Electrical, Apprentice Cement Mason, Apprentice Floor Covering, Masonry, Apprentice Carpentry, Carpentry/Building Construction, Apprentice Millwright, Millwright, Outdoor Power Equipment Technician, Parts/Light Warehousing, Professional Development Support Services, Upholstery/Auto Trim, Welding, Metal Fabrication, Apprentice Plumbing, Plumbing, Computer-Aided Drafting and Design, Farrier Training, Public Safety Communications)

(viii) **(vii)** Academic and Career Advancement Qualifying Studies and Student Services (including Counselling, English Language Studies, Access Programs for People with Disabilities, Learning Centre, Academic and Career Preparation, Career Choices and Life Success, Employment and Educational Access, Student Life and Development)

(ix) **(viii)** Library and Cooperative Education

Should the Employer establish a new discipline/program or move an existing discipline/program it will consult with the Union regarding the grouping into which the discipline/program shall be placed by the Employer.

No change to remainder of article.

Article 16.05 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. This fund is not meant to replace any existing development or educational funds.

2. FUND

This fund's budget for each fiscal year will be set at point six of one percent (0.6%) of regular and non-regular faculty salary for the institution based on the nominal role as of January 1 of the previous fiscal year.

Any monies in the Fund not spent at the end of any fiscal year shall be retained by the Employer.

3. CRITERIA AND PROCESS

a) CRITERIA

All proposals will be assessed against the following criteria:

- Degree to which professional development, performance, expertise and/or career plans of the applicant(s) are enhanced
- Degree to which the proposal is related to the applicant's work at Kwantlen Polytechnic University, including benefits to the applicant, the institution and students.
- Institutional priorities will be considered in the assessment of all proposals. Such priorities will assist faculty to remain current and active in their discipline and program. Priorities will be included in the communication calling for proposals.

Examples of activities could include the following:

- Tuition for degree completion
- Industry based or specialty training
- Approved replacement costs for specific training
- Leave from teaching for Research and/or Scholarship

b) PROCESS

All faculty members are eligible to apply to this fund, though preference will be given to post probationary faculty.

Applications will be accepted 3 times per year:

- Feb 1
- June 1
- October 1

Adjudication: Applications will be made to the applicable senior administrator or designate who will approve applications for funding based on the process and criteria established by the joint committee. The senior administrator is responsible for the final approval of applications.

Applications may be approved for activities that occur in a subsequent fiscal year(s). Activities that extend over multiple years are subject to the requirement to demonstrate suitable progress on the application approved. Failure to comply will result in denial of committed funds.

Applications will be reviewed by a panel of three (3) members of the senior administration and three (3) faculty members appointed by the Union. This panel will make recommendations to the Senior Administrators responsible for the final approval of applications.

The Senior Administrators' decisions will be communicated to applicants within one month after the submission deadline date.

c) OTHER GUIDELINES

All applications must include a letter of recommendation from the appropriate Dean. The minimum award will be \$1000.

Significant applications are encouraged. Up to one year time release may be approved, in exceptional circumstances. For applications up to \$20,000, two letters of reference from faculty colleagues are required.

For applications over \$20,000, an additional external letter of reference is required. For applications involving degree completion or equivalent, evidence is required that the applicant has made demonstrable efforts to obtain funding through the host institution.

Should an applicant funded for full-time time release receive a grant, bursary, stipend, salary or other award, Kwantlen will reduce the allocation from this fund so that the total monies received by the faculty member equal the faculty member's full-time salary.

Faculty members receiving funds are expected to continue their employment at Kwantlen Polytechnic University. If they resign, the funds will be recovered as follows:

- Full recovery if subsequent service is one year or less.
- Fifty percent recovery if subsequent service is two years or less, but greater than 1 year.

Within 2 months of completion of any activity funded through this process, the faculty member must submit a report demonstrating the extent to which proposed outcomes were achieved to the Senior Administrators and to their Dean.

Article 17 – DISPUTE RESOLUTION

17.06 EXPEDITED ARBITRATION DISCIPLINE, SUSPENSION AND DISMISSAL ARBITRATION

- (a) Where difference arises between the parties relating to Article 17.05 Discipline, Suspension and Dismissal, after exhausting the grievance procedure as set forth in Article 17.02, either of the parties may notify the other party in writing within five (5) weekdays of its desire to submit the difference to expedited mediation arbitration.
- (b) Within five (5) weekdays of the delivery and receipt of the reference to Expedited Mediation-Arbitration, the parties shall notify Robert Blasina, John Hall or a substitute agreed to by the parties. If the parties cannot agree upon the appointment of a substitute within three (3) weekdays either party may request the Minister of Labour or his/her designate to make the appointment.
- (c) The Mediator-Arbitrator shall begin proceedings within twenty-eight (28) weekdays after being appointed.
- (d) The Mediator-Arbitrator shall endeavour to assist the parties to settle the grievance by mediation.
- (e) If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator shall endeavour to assist the parties to agree on the material facts in dispute and then shall determine the grievance by arbitration.
- (f) When determining the grievance by arbitration, the Mediator-Arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he/she considers appropriate. The procedure, jurisdiction, and authority outlined in Article 17.03 (c), (d), (e) and (f) will apply.
- (g) The Mediator-Arbitrator shall give a succinct decision within twenty-one (21) weekdays after completing proceedings on the grievance submitted to arbitration.
- (h) When the dismissal or suspension of a faculty member is subsequently determined by an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, or the dismissal or suspension determined to be too severe in relation to the offence, re-instatement terms can be mutually agreed to by the parties or can be imposed by an arbitration board if the matter is referred to arbitration.
- (i) When disciplinary action, up to and including dismissal, is subsequently determined as a result of an internal investigation, a grievance procedure or an arbitration board to be without just and reasonable cause, no record of the matter shall remain on a faculty member's personnel file.

- (ii) However, Article 17.06(i) (i) is not applicable if a lesser penalty is substituted as a result of an internal investigation, a grievance procedure, or an arbitration board.
- (j) Articles 17.05 and 17.06 do not apply to non-renewal of non-regular appointments issued by the Employer under Article 1.05(d) and (g).
- (k) Articles 17.05 and 17.06 do not apply to termination of a regular faculty member due to Article 21(a).

17.07 - Expedited Arbitration

The following language is to be effective date of ratification.

EXPEDITED ARBITRATION

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 of the 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 substantial interpretation of a provision of the collective agreement;
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where a local party intends to raise a preliminary objection;
- vii. Grievances arising from the duty to accommodate; and
- viii. Grievances arising from the interpretation, application and administration of language that had originated from the Common Agreement and were harmonized into this 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 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.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is 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. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local 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 Association 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*.

18.06 INDEMNITY: LIABILITY INSURANCE

In accordance with provisions of the Self-Insured Comprehensive General Liability Coverage of the University, College and ~~the~~ Institute Protection Program, the Employer shall:

New LOU

Harassment and Respectful Workplace

Effective the date of ratification, the parties agree to participate:

- i) On the committee described in Schedule 2 (Training of Harassment Investigators) of the MOA reached at the 2012 FPSE Compensation Template table between the Post-Secondary Employers' Association (PSEA) and Federation of Post-Secondary Educators of BC (FPSE). **Note: Schedule 2 of the FPSE MOA is attached to this LOU for reference purposes.**

- ii) On the committee established pursuant to LOU #4 (Respectful Working Environment) of the MOA reached at the 2012 FPSE Compensation Template table between the Post-Secondary Employers' Association (PSEA) and Federation of Post-Secondary Educators of BC (FPSE). 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. **Kwantlen and the Association agree that attendance is required and will take place during compensated work time. Note: LOU#4 of the FPSE MOA is attached to this LOU for reference purposes.**

Schedule 2 (ATTACHED FOR REFERENCE PURPOSES ONLY)

Harassment Investigators

Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall begin meeting by May 1, 2013 and complete their duties by June 30, 2013.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

SCHEDULE 4 (ATTACHED FOR REFERENCE PURPOSES ONLY)

LETTER OF UNDERSTANDING 4

RESPECTFUL WORK
ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as inappropriate behaviour, interpersonal conflict and bullying in the workplace may be inappropriate create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

Further to Article 2 - Harassment, the parties agree that, in addition to the educational and training programs currently offered by the employer, they local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and will:

- (a) jointly develop and offer mandatory educational and training programs at each institution, designed to:
 - (i) the identification and reduction of enhance understanding of inappropriate interpersonal conflict and bullying, and the effects thereof in the workplace;
the effects of mental health issues in the workplace, and
 - (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
 - (iii) actively promote the development and maintenance of a respectful workplace environment.

- (b) review local and common collective agreement language with the goal of standardizing the harassment language and harmonizing procedures across the post-secondary sector.

3. Committee Timelines

The Committee established under the Letter of Understanding re: Harassment Investigators will be used for this purpose. The dates for the Committee to begin meeting and to complete their duties under that Letter of Understanding will also apply, but may be extended by mutual agreement.

3-Local Joint Process

~~The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2~~

4. Expiry of this Letter

~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

NEW LETTER OF UNDERSTANDING APPENDIX 'A' JOINT REVIEW COMMITTEE

The parties agree to review and discuss Appendix A (Performance and Conduct Guidelines)-including the issues of due process and natural justice.

The committee of 4 members will have equal representation from the University and the KFA.

The committee will report proposed changes/recommendations back to the parties prior to September 30th, 2013.

NEW LETTER OF UNDERSTANDING: LMRC SUB-COMMITTEES

The parties agree to establish two sub-committees of LMRC

- 1. Chair and Coordinator**
 - a. Address issues the committee identifies.**

- 2. Directed Studies**
 - Review provisions for directed studies courses.**

The sub-committees will report proposed changes / recommendations to the parties by March 31, 2014.

NEW- LOU JOINT COMMITTEE ON ACADEMIC TITLE Academic Title

The parties agree to establish a joint committee to review the issue of title.

The Committee will report the proposed changes recommendations back to the parties prior to March 31, 2014.

Existing Letters of Understanding

Lou	
1 – Employment Equity	renew
2 – Faculty Members Performance Review	renew
3 – Workload in the Collaborative Nursing Program	renew
4 – Joint Committee On Continuing Education	Amend – see specific language
5 – Continuing Education	renew
6 – International Work	renew
7 – Partial Layoff	renew
8 – Director of Research Institutes	Amend – see specific language
9 – Partial Sick Leave and Partial Disability Benefits	renew
10 – Human Resources Database	renew
11 – Registry of Laid Off Employees	renew
12 – Joint Committee on Benefits Administration	renew
13 – Benefits Issues for Discussion	delete
14 – Joint Review Process on Health & Welfare	delete
15 – Elimination of Mandatory Retirement	renew
16 – Crosslisted Courses	renew
17 – Bachelor Of Science In Nursing	delete
18 – Workload Committee	Amend see specific language
19 – Health & Safety Education Committee	Amend see specific language
New LOU's proposed by the parties not included	

**Letter of Understanding #4
Joint Committee on Continuing Education**

The Parties agree to establish and continue a Joint Committee on Continuing Education, within 30 days of ratification of this collective agreement. The Joint Committee will have six (6) members with equal representation from the Employer and the Union. Union members on the Committee will be appointed by the Union. The Committee will meet as required to consider issues surrounding new programs created in C.E. as well as the application of the collective agreement to existing programs.

The Joint Committee will determine the precise application of definitions in Letter of Understanding #65 to each Continuing Education program (as well as the date at which such application becomes effective). The Committee will consider program survival, marketability, student, community and University needs. Notwithstanding the definitions in Letter of Understanding #65, the Joint Committee will consider exceptions to inclusion that should be made on a case by case basis.

In the event the Parties cannot agree on the application of the definitions in Letter of Understanding #65, the issue will be referred to LRMC. IF the LMRC cannot agree, the issue will be referred to the grievance process in Article 17 and mediation/arbitration.

The Joint Committee will provide advice to the parties in the form of a join report, for inclusion of language into the collective agreement as necessary upon the expiration of this Agreement.

**LETTER OF UNDERSTANDING # 8
DIRECTORS OF RESEARCH INSTITUTES**

1. The Employer and the Union agree that the current Directors of Research Institutes are and shall continue to be members of the Union's bargaining unit, subject to the provisions of this Letter of Understanding.
2. ~~The current Directors of Research Institutes positions are:~~
 - a. ~~Director, National Institute for Research in Sustainable Community Development~~
 - b. ~~Director, Institute for Transborder Studies~~
 - c. ~~Director, Institute for Sustainable Horticulture~~
 - d. ~~Director, Institute for the Advancement of Personal and Community Health and Wellness~~
3. 2 Selections of directors of Research Institutes covered by this Letter of Understanding ("the Directors") shall be conducted in accordance with Article 4 of the collective agreement.
4. 3 The Directors shall be granted release time from their faculty duties per Article 2.03 of the collective agreement, to perform the excluded functions associated with their Director positions.
5. 4 The Directors shall be paid on the appropriate step of the excluded salary scale, proportional to the amount of their excluded time release.
6. 5 The Directors shall remain members of the Union's bargaining unit until the release time assigned to perform the excluded duties of the Directors equals 100%. At that point, the parties agree that the Directors shall be excluded from the bargaining unit.
7. 6 It is expected that the Directors, as members of the bargaining unit, will facilitate, oversee, coordinate, and, on occasion, supervise faculty members' scholarship and research projects within the Institute. The Directors will liaise with external bodies and consult with the Associate Vice President, Research and Scholarship, as needed.
8. 7 The Employer will remit union dues for the Directors to the Union while they are in the bargaining unit.
9. 8 This Letter of Understanding shall apply to any new Director of Research Institute positions created by the Employer, or to persons hired to replace the Directors.

LETTER OF UNDERSTANDING #18

WORKLOAD COMMITTEE

The topic of workload and classes sizes has been debated for many years at Kwantlen by both parties. In the 2010/2012 negotiations the KFA proposed an increase in time release for faculty members to participate in certain new roles and committees related to Kwantlen's status as a special purpose teaching university. In the same negotiations the University proposed ways in which class sizes could change to increase the accessibility of students to a wider variety of classes and to allow for time release for certain purposes.

The parties recognize that Workload is a complex issue and therefore agree to establish a joint committee to determine options for workload and class size.

The committee of 6 members will have equal representation from the University and the KFA.

The committee will report the results and joint recommendations back to the parties prior to March 31, ~~2012~~²⁰¹⁴ for discussion at the ~~2012~~²⁰¹⁴ bargaining table.

Kwantlen Polytechnic University – Employer Proposal

LETTER OF UNDERSTANDING #19 HEALTH AND SAFETY EDUCATION COMMITTEE

The parties agree to establish a joint committee to recommend changes to how health and safety information will be communicated and how faculty are educated, trained prior to the commencement of work and through the course of their employment.

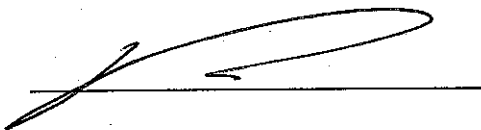
The committee will develop an implementation plan. The plan will address the roll out and implementation of communication/training using materials and methods of communication.

The committee of four (4) members will have equal representation from the University and the KFA.

The committee will report the results and joint recommendations back to the parties at the following timelines:

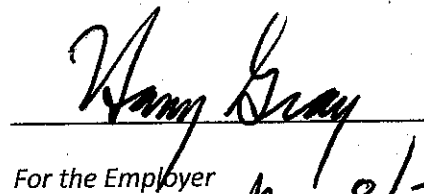
- November 30, 2011 – determination of a program outline.
- December 31, 2011 to ~~February 28, 2014~~ December 31, 2013– implementation of recommendations completed:
- March 31, ~~2012~~ 2014– review of program, final report and committee wind-up.

Agreed to:



For the Union

BOB DAVIS VP NEGOTIATIONS
KWANTLEN FACULTY
ASSOCIATION



For the Employer

May 8/2013

Date: _____