

MEMORANDUM OF AGREEMENT

between

KWANTLEN POLYTECHNIC UNIVERSITY
(hereinafter called "the Employer")

and the

KWANTLEN FACULTY ASSOCIATION
(hereinafter called "the Union")

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 "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

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

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4 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 sixty (60) months, effective from April 01, 2014 to March 31, 2019.

4. **Appendix "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

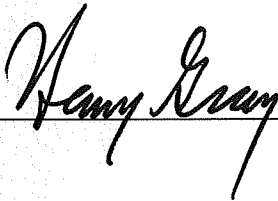
5. **Ratification**

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 29th day of May, 2015.

BARGAINING REPRESENTATIVE FOR
THE EMPLOYER:



BARGAINING REPRESENTATIVE FOR
THE UNION:



1.02 TERM OF AGREEMENT

The duration of this Agreement shall be from April 1, 20~~12~~14 to March 31, 20~~14~~19. 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event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.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.

3.01 UNION AS EXCLUSIVE BARGAINING AGENT

The Employer recognizes the Union as the exclusive bargaining agent for all Instructors, Counsellors and Librarians employed by the University, including Continuing ~~Education~~ **Education and Professional Studies** faculty.

ARTICLE 7 – LAYOFF AND RECALL – REGULAR FACULTY

7.01 The Employer may lay off a regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. ~~The procedure below in Articles 7.02 – 7.10 shall apply.~~ In this article, faculty member means regular faculty member.

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon the Employer to communicate effectively with its employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

7.10 ~~(a) The Employer shall engage in discussion and consultation with the Union on the lay-offs;~~
~~(b) The Employer shall give the Union an opportunity to present written submissions on the lay-offs;~~
~~(c) The parties agree that the consultation that takes place under Article 7.1001(a) & (b) shall be on a without prejudice basis.~~

7.02 (a) Where it needs to be determined which specific faculty member from within a discipline/program would be laid off, the decision shall be made on the basis of least total FTE service as defined in Article 1.05(i).

(b) (i) Where a faculty member in a discipline/program has been identified under Article 7.02(a) and the remaining faculty members in the discipline/program do not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the provisions of 7.02(a) shall not apply to the faculty member identified;

(ii) In the event Article 7.02(b)(i) applies, the determination of the faculty member to be laid off in the discipline/program shall recommence with the faculty member with the next to least total FTE service, as defined in Article 1.05(i). This process will continue in reverse order of FTE service (least to most) in the discipline/program until a faculty member's position has been identified;

(iii) In the event a faculty member receives a layoff notice in a discipline/program that he/she was transferred to by the Employer from the discipline/program for which he/she was first hired, he/she may displace, if his/her FTE service as a regular faculty member as defined in Article 1.05(i) is greater, the faculty member with the least FTE service as a regular faculty member in the discipline/program for which he/she was first hired. This displacement is subject to the faculty member who is displacing another faculty member having the necessary qualifications, experience and abilities to perform the duties of the position.

(c) Any dispute as to the relevant discipline/program would be resolved at the Labour Management Committee.

(d) Should any question be raised by a faculty member or the Union as to whether a faculty member does have or does not have the necessary qualifications,

experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the question shall be referred in writing within five (5) days to the Labour Management Relations Committee composed of an equal number of representatives of the Employer and the Union.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 17.02 and 17.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

7.093 A faculty member will be notified in writing stating the reason(s) for the lay-off. The Union will also receive a copy of such notice. The faculty member will be notified five (5) months in advance of any pending lay-off under this Article.

7.034 The affected faculty member will first meet with the appropriate Vice-President or designate to explore alternate job possibilities.

7.045 The administrator, after consultation with the affected faculty member and receipt of the relevant discipline/program advice, would determine if the affected faculty member, on the basis of his/her qualifications, experience and abilities could be re-assigned as in 7.056. The administrator's decision in this regard is subject to the procedure specified in 7.02(d).

7.056 For the purpose of Article 7.045 above, a regular position would be deemed to be available for reassignment if there was:
(a) a posted vacancy for a regular position; or
(b) sufficient ongoing non-regular work to provide regular status at 50% or greater.

7.067 PROBATION

A faculty member having been re-assigned under Article 7.045 will be subject to a probationary period of up to one (1) year from the date of re-assignment. In the event the faculty member proves not to be satisfactory as per 4.08 during or at the end of the probationary period and is so advised by the Employer, the faculty member will be laid off and receive severance pay in accordance with Article 7.078. It is agreed that notice under Article 7.093 will not be served if a faculty member is laid off under Article 7.067.

7.078

- (a) If the affected faculty member is unable to be re-assigned to one of the positions outlined in Article 7.056, he/she will be laid off, and he/she will receive one month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.
- (b) A regular faculty member recalled under Article 7.0811 shall repay any severance pay received at the rate of one month of severance pay (at the rate paid) for each year of full-time employment at the University subsequent to the date of re-call. Such repayment shall occur at the end of each year of service.
- (c) In the event a regular faculty member is recalled and again laid off and has repaid to the Employer severance pay pursuant to Article 7.078 (b) during the period following his/her recall, the number of months of severance pay for the second lay-off shall be calculated as follows:
$$y = s - (x - r)$$
where y = number of months of severance pay due after the second lay-off.
 x = number of months of severance pay paid upon the initial lay-off.
 r = number of months of severance pay repaid to the Employer.
 s = number of months of severance pay due under Article 7.078 (a) if all FTE service were counted (maximum is 10 months).

- (d) A faculty member who has been paid his/her full severance entitlement and been recalled shall have the FTE service for any future severance start from the date of recall. If repayment occurred under 7.078 (b), the FTE service for severance pay will be re-instated in an amount proportionate to the number of months repaid.

7.4109 PARTIAL LAYOFF

- (a) Regular faculty members who have their workload reduced for the reasons outlined in Article 7.01 will receive right of first refusal for unassigned non-regular work which they qualify for until their original regular workload is attained.
- (b) Regular faculty members whose workloads fall below 50% or for whom there is no other unassigned non-regular work for which they are qualified, may either:
 - (i) accept the available workload and continue on regular status with pro-rated benefits and with right of first refusal for unassigned non-regular work they qualify for until their original workload is attained, or
 - (ii) choose to be laid off under Article 7.078.

~~7.08 (a) If there is a vacancy for a regular faculty member's position in a specific discipline/program, the Employer shall offer re-appointment to those faculty members who have been laid off under Article 7 within the past two years and who have the necessary qualifications, experience and abilities for the position. Judgment of qualifications, experience and abilities shall be made by the appropriate Search Committee as per Article 4.02. Such offers of re-appointment shall be made in the reverse order of lay off among the faculty members qualified for the position.~~

~~(b) To remain eligible for re-appointment under this clause, the laid off faculty member must keep the Human Resource Services Department informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of re-appointment from the Employer within fifteen (15) days of receipt of such notice. In the event the faculty member rejects the offer of re-appointment he/she shall lose all rights to re-appointment under Article 7.08.~~

~~(c) Faculty members on lay off status under Article 7 shall not be entitled to health and welfare benefits and vacation pay.~~

~~7.09 A faculty member will be notified in writing stating the reason(s) for the lay off. The Union will also receive a copy of such notice. The faculty member will be notified five (5) months in advance of any pending lay off under this Article.~~

~~7.10 (a) The Employer shall engage in discussion and consultation with the Union on the lay offs;~~

~~(b) The Employer shall give the Union an opportunity to present written submissions on the lay offs;~~

~~(c) The parties agree that the consultation that takes place under Article 7.10(a) & (b) shall be on a without prejudice basis.~~

~~A faculty member laid off under Article 7 shall have his/her personnel file state that the faculty member was laid off and not dismissed for just and reasonable cause.~~

7.11 PARTIAL LAYOFF

- ~~(e) Regular faculty members who have their workload reduced for the reasons outlined in Article 7.01 will receive right of first refusal for unassigned non-regular work which they qualify for until their original regular workload is attained.~~
- ~~(d) Regular faculty members whose workloads fall below 50% or for whom there is no other unassigned non-regular work for which they are qualified, may either:
 - ~~(iii) accept the available workload and continue on regular status with pro-rated benefits and with right of first refusal for unassigned non-regular work they qualify for until their original workload is attained, or~~
 - ~~(iv) choose to be laid off under Article 7.07.~~~~

7.120 TARGETED LABOUR ADJUSTMENT

- (a) Employer Commitments

~~It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.~~

~~It is incumbent upon the Employer to communicate effectively with its employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.~~

The canvassing of options and/or labour adjustment strategies under this Article 7.120 shall occur following the issuance of layoff notice under Article 7.090.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. The Joint Labour Management Committee may agree to extend the period of a canvas.

The Union shall be provided with a copy of each final plan for employee labour adjustment.

- (b) Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the labour adjustment strategies outlined below will be considered, as applicable.

(c) Labour Adjustment Strategies: Workplace Organization

Subject to operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by the Employer to minimize layoffs and at the appropriate time in the employee reduction process:

- (i) Job sharing.
- (ii) Reduced hours of work through partial leaves.
- (iii) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled with the employee's professional development and other non-instructional time.
- (iv) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (v) Workload averaging that does not incur a net increase in compensation cost.
- (vi) Combined pension earnings and reduced workload to equal 100% of regular salary subject to compliance with the regulations of the College Pension Plan.
- (vii) Agreed secondment.
- (viii) Trial retirement.
- (ix) Combinations and variations of the above or other workplace organization alternatives.

(d) Labour Adjustment Strategies: Employee Transition

Subject to operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by the Employer to minimize layoffs and at the appropriate time in the employee reduction process:

- (i) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (ii) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the collective agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this article, he or she thereby waives all other rights, claims, or entitlements, and severs his or her relationship with the Employer.

- (iii) Workload averaging that does incur a net increase in compensation.
 - (iv) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
 - (v) Early retirement incentives pursuant to the collective agreement.
 - (vi) Retraining.
 - (vii) Continuation of health and welfare benefits.
 - (viii) Combinations and variations of the above or other employee transition alternatives.
- (e) Layoffs May Occur
- (i) Once strategies other than layoff have been explored, the Employer may proceed, if need be, to layoffs. For those affected by layoff, the system-wide Electronic Registry of Laid Off Employees will be available.
 - (ii) A faculty member laid off under Article 7 shall have his/her personnel file state that the faculty member was laid off and not dismissed for just and reasonable cause.
- (f) No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

7.0811

RECALL PROCEDURES

- (a) If there is a vacancy for a regular faculty member's position in a specific discipline/program, the Employer shall offer re-appointment to those faculty members who have been laid off under Article 7 within the past two years and who have the necessary qualifications, experience and abilities for the position. Judgment of qualifications, experience and abilities shall be made by the appropriate Search Committee as per Article 4.02. Such offers of re-appointment shall be made in the reverse order of lay-off among the faculty members qualified for the position.
- (b) To remain eligible for re-appointment under this clause, the laid off faculty member must keep the Human Resource Services Department informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of re-appointment from the Employer within fifteen (15) days of receipt of such notice. In the event the faculty member rejects the offer of re-appointment he/she shall lose all rights to re-appointment under Article 7.0811.
- (c) Faculty members on lay-off status under Article 7 shall not be entitled to health and welfare benefits and vacation pay.

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

9.01 Salary Scale

- (a) Effective the first day of the first full pay period after the date of tentative settlement of the collective agreement: one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before June 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix E for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Table to follow

9.02 Faculty members will begin at Step 1 of the scale unless they advance up the scale according to the following:

- a) A person with a Bachelor general or honours degree or journeyperson ticket plus two years of relevant experience in the field will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of two years counts as one additional step.

OR

- b) A person with a diploma or professional accreditation plus five years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of five years counts as one additional step.

OR

- c) A person with senior matriculation plus eight years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of eight years counts as one additional step.

- d) i) Advanced degree(s) are accredited as follows:

Masters	1 step
Doctorate - All but Dissertation	1 step
Doctorate	3 steps
Masters + Doctorate	4 steps

- ii) Up to one extra step may be allowed if teaching experience or demonstrating experience increased the time required for the degree(s).

- iii) Other accreditation will be considered on an individual basis.

- iv) Persons who complete a graduate degree on their own time are entitled to have the year's experience count for an increment provided the Employer has not paid for the college or university fees and provided that the entire work for the advanced degree has been done on the individual's holiday time, not on Employer paid faculty member's time or on educational leave or any other form of paid leave.

- v) A year's experience relevant to the faculty member's appointment in the field of study, education, business or industry, counts as one step.

- e) Special situations not covered by any of the above will be considered on an individual basis by the employer. Decisions made by the Employer on special situations may be appealed in writing to the LMRC within five working days.

- f) Based on FTE service, all regular and non-regular type 2 faculty members will advance one step up the scale until their achievement of the top step. This step

increase is payable on the next scheduled pay period following the achievement of one year FTE service.

9.03 RECONSIDERATION

Faculty members who join the faculty are eligible to have their starting salary reconsidered on the basis of new information or reinterpretation of existing information for the first four months following the date their employment with the University began.

Subsequently, changes in salary as a result of additional qualifications or re-evaluation of the qualifications acquired before the faculty member was employed at the University will take effect the first of the month following the date of the notification to Human Resource Services.

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

10.01 SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS

All steps on secondary scales will be increased as follows:

- (a) **Effective the first day of the first full pay period after the date of tentative settlement of the collective agreement: one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before June 1, 2015. After that date there will be no retroactive adjustment.**
- (b) **Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend***
- (c) **Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)**
- (d) **Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend***
- (e) **Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)**
- (f) **Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend***
- (g) **Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)**
- (h) **Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend***

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.

Table to follow

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.
- (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	32
Simulation	40
Reality	46
Practicum/CPE (3,4, 5)	8—20 depending on mode of instruction

<u>Semesters 1-8</u>	<u>Class size limit</u>	<u>Weekly contact hours</u>	<u>Mode</u>
Theory	32	16	Classroom related
Reality (Clinical)	8	20	Reality learning
Lab	16	24	Simulated learning
Simulation	16	20	Reality learning
Praxis	16	16	Classroom related
Communication	32	16	Classroom related
Project/Practicum	20	32	Practicum/Supervision
CNP1 and CNP2	20	32	Practicum/Supervision

13.07 MATERNITY AND PARENTAL LEAVE

(a) Definitions

- (i) “Base Salary” is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in this Agreement.

(b) Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

A faculty member requesting maternity leave shall provide a certificate from a doctor stating the faculty member is pregnant and delivery of a child will probably occur on or about a specific date.

(c) Commencement of Leave

Leave taken under this Article shall commence:

- (i) for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within 52 weeks of the birth unless the Employer and the employee agree otherwise.
- (ii) for a spouse, a biological father, or a common-law partner to care for the child after the child’s birth and within fifty-two (52) weeks of the birth.
- (iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

(d) Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under this Article. For the period of the leave, premium and pension contribution payment will be as follows:

- (i) Premium payment for benefit coverage shall be on the same basis as if the faculty member were not on leave.
- (ii) Contributions for pensionable service shall be on the same basis as if the faculty member were not on leave. Where a faculty member elects to buy back pensionable service for part or all of the parental leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

(e) Return to Work

- (i) A faculty member who returns to work following a parental leave shall retain the FTE service the faculty member had attained prior to the leave and shall accrue FTE service for the period of leave.
 - (ii) A faculty member who returns to work following a parental leave, shall be placed in the position the faculty member held prior to the leave or in a comparable position.
 - (iii) A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.
 - (iv) Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the parties will negotiate mutually acceptable dates.
 - (v) A faculty member on leave under Article 13.07 may apply in writing to return to work on a graduated basis prior to the expiry of the leave. Where such an application is made, the parties shall meet and endeavour to develop a mutually acceptable graduated return to work plan.
- (f) Supplemental Employment Benefit for Maternity and Parental Leave

When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits, as follows:

- (i) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- (ii) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five (95%) of her salary calculated on her average base salary.
- (iii) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on her average base salary.
- (iv) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
- (v) The average base salary for the purpose of (i) through (iv) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4)

weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

- (vi) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
- (vii) ~~If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.~~

ARTICLE 15 – HEALTH AND WELFARE

15.01 MEDICAL COVERAGE

(a) Basic Medical Insurance

The Employer is registered with the Provincial Government to provide all eligible faculty members a basic medical plan in accordance with the Medical Services Plan of British Columbia. The monthly premium of the plan is assumed totally by the Employer for each eligible faculty member. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

(b) Extended Health Benefits

(i) The Employer, by means of a policy issued by the insurance company, provides extended health benefits to all eligible faculty members. The monthly premium for this benefit is assumed totally by the Employer for each eligible faculty member, spouse/common-law spouse and his/her dependants. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

(ii) Total lifetime coverage maximum is unlimited.

(iii) Re-imbusement level on claims is 95%.

(iv) Hearing Aid benefit claims shall be reimbursed to a maximum of \$600.00 every sixty (60) consecutive months.

Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.

(v) Vision Care benefit claims shall be reimbursed to a maximum of \$500.00 during any twenty-four (24) consecutive month period for lenses and frames or contact lenses or laser eye surgery.

(vi) Eye examinations shall be reimbursed to a maximum benefit of \$75.00 during any twenty-four (24) consecutive month period.

Effective January 1, 2016, eye examinations shall be reimbursed to a maximum benefit of one hundred (\$100) dollars during any twenty-four (24) consecutive month period.

(vii) Eligible out-of-province/country medical expenses, excluding hospital charges, shall not exceed \$25,000.00 in any twenty-four (24) month period.

(viii) Health and welfare benefit coverage shall cease on the day that an employee's employment terminates.

15.02 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- (a) The Employer, by means of a policy issued by an insurance company, provides group life and accidental death and dismemberment insurance for all eligible faculty members. Participation in this plan is a condition of employment.
- (b) Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary to a maximum of \$250,000.

The premiums for the Life and Accidental Death and Dismemberment Insurance Plans are paid by the Employer. The Employer agrees to make available optional voluntary life insurance (maximum \$200,000) for eligible faculty members and their spouse/common-law spouse, subject to the applicant meeting insurance company requirements. All premiums for this optional life insurance will be paid by the faculty member.

Life insurance benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitations specified in the plan including eligibility requirements.

15.03 DENTAL PLAN

The Employer pays the entire premium of a comprehensive dental plan. The plan pays for service for eligible faculty members, their spouse/common-law spouse and his/her dependants.

- A. 100% of basic services, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, orthodontics and periodontics;

Cleaning of the teeth (prophylaxis and scaling) shall be every nine (9) months except for dependent children under age 19, and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix A.

- B. 50% of restorative services such as crowns, bridges and dentures and oral surgery;
- C. 50% of orthodontic treatment to a maximum of \$2,500 per lifetime for dependent children ages 6 – 18.

Dental benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan, and subject to the limitations specified in the plan. The Group Policy, available for consultation in the Human Resource Services Department should be consulted for full details of the Plan.

15.04 LEVEL OF HEALTH AND WELFARE BENEFITS

There will be no change to the level of health and welfare benefits without prior consultation between the parties.

15.05 TERMINATION OF COVERAGE

Retiring employees who are eligible under the collective agreement for health and welfare benefits, and who have applied for College Pension Plan benefits, will maintain coverage until the commencement of Pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

15.06 DISABILITY BENEFITS

- (a) Faculty members do not accumulate sick leave benefits; rather the Employer pays an absent member his/her full salary for an absence not exceeding thirty (30) calendar days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the Employer's choice. The thirty calendar day period is accumulative to the extent that if a faculty member is absent, returns before thirty calendar days, and then within fourteen calendar days is absent again for the same or related illness, this counts as one thirty calendar day elimination period.
- (b) Any faculty member absent through illness or who expects to be absent will notify the Employer.
- (c) The Employer shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement.
- (d) The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:
 - (i) Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
 - (i) Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
 - (ii) Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability

- (iv) Employer payment of premiums for both short-term and long-term disability benefits
 - (v) Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors)
 - (vi) Mandatory rehabilitation as described in the JCBA plan
 - (vii) Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload.
- (e) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.
- (f) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement.

15.07 SICK LEAVE – NON-REGULAR TYPE 1 FACULTY MEMBERS

Article 15.06 (a) through (e) do not apply to non-regular type 1 faculty members. The Employer shall establish a fund of \$10,000 per fiscal year, from which non-regular faculty members may draw sick leave benefits as specified in Article 15.06(a). The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to non-regular type 1 faculty members during the fiscal year. Any monies in the fund not spent at the end of one fiscal year shall be carried forward to the following year.

15.08 COLLEGE PENSION PLAN

- (a) Enrolment in the College Pension Plan shall be as set out in the *Public Sector Pension Plans Act*, Schedule A, the College Pension Plan Regulation, and any other applicable regulations. The Act and the regulations should be consulted for details.
- (b) The Employer will encourage those employees who are not required to enrol in the College Pension Plan to do so.

However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so, subject to Pension regulations and guidelines.

15.09 REQUIRED DEDUCTIONS

- (a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.
- (b) Required E.I. contributions are deducted in accordance with existing legislation.

15.10 The Employer agrees to supply the Union with a copy of the faculty member benefit plans in force.

While not to be included in the Collective Agreement, effective the first of January following the date of ratification, the Parties agree that Extended Health Benefits plans will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five dollars (\$25).

While not to be included in the Collective Agreement, effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefits plan.

While not to be included in the Collective Agreement, the maximum reimbursement for the following professional services will be increased as follows:

Effective January 1, 2016, from \$275.00 to \$400.00 for massage therapy services.

Effective January 1, 2018 from \$275.00 to \$400.00 for physiotherapy services.

While not to be included in the Collective Agreement, effective January 1, 2017, upon physician referral and subject to the terms of the Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

While not to be included in the Collective Agreement, effective the first of the month following the date of ratification, the Employer agrees that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

ARTICLE 16 – 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, Health Sciences and Horticulture (including Greenhouse Production, Turf Management, Landscape Design and Maintenance, Plant Health, Urban Ecosystems and Horticulture Apprenticeship, **Brewing and Brewing Operations Program**). ★ 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~~ **Language and Cultures**, Philosophy, Music Educational Studies, **Education Assistant**) Social Sciences (including Anthropology, Criminology, Geography, 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) Design (including Foundations in Design Fashion, Product Design, Graphic Design for Marketing Interior Design, Technical Apparel Design)
 - (iv) ~~Community and Health Studies~~ (including Bachelor of Science in Nursing , Bachelor of Science in Nursing Post Baccalaureate , Bachelor of Psychiatric Nursing, ~~Critical Care Nursing~~ , Health Care Assistant Program, Nursing Re-entry Programs, , ~~Special Education Teacher Assistant Program~~, Health Unit Coordinator)
 - (v) Business (including Accounting, Business Quantitative Studies, Business, Computer Business Systems, Computer Science and Information Technology, Economics/Financial Services, Human Resources Management, Legal Administrative Studies, Marketing, Applied Communications, Entrepreneurial Leadership, Public Relations)
 - (vi) Trades and Technology (including Appliance Servicing, Parts, Warehousing, Logistics & Distribution, Apprentice Partsperson, Apprentice Automotive Service Technician, Automotive Service Technician, Apprentice Electrical, Electrical, , Masonry, Apprentice Carpentry, Carpentry/Building Construction, Apprentice Millwright, Millwright, Welding, Metal Fabrication, Apprentice Plumbing, Plumbing, Computer-Aided Drafting and Design, Farrier , Public Safety Communications)

(vii) Academic and Career Advancement 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, Student Life and Development)

(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.

- (b) The elected members of the Professional Development Committee for each group shall be at least three in number, or fewer if there are fewer faculty in the group. Elections shall be held in February/March every two years so that the new Committee takes effect April 1. One of the elected members shall be elected as Professional Development Chairperson.
- (c) Should the members fail to elect a Professional Development Committee before April 1, the Employer shall assign an administrator to perform all the functions of the Committee until such time as the faculty members elect the Committee members.
- (d) One of the members of each Professional Development Committee shall be elected to serve as the representative to the Educational Leave Committee. This elected member shall serve for two academic years.
- (e) Each Professional Development Committee has the responsibility of promoting—within the group, activities to enhance the academic, technical, and educational standards of the programs/disciplines. The Employer shall provide the appropriate Professional Development Committee with copies of any reports on professional development activities funded under Article 16.01.
- (f) In addition, each Committee has the responsibility of drawing up guidelines for the disbursement of professional development funds and receiving from the faculty members', applications for the use of such funds. These guidelines shall include that the proposed activity will be of benefit to the faculty member and the Employer. Such applications, together with each Committee's recommendation shall be forwarded to the appropriate administrator. Disbursement shall be over the signature of the administrator.

Approval will not be unreasonably withheld.

If the administrator does not sign the request, the Chairperson of the appropriate Professional Development Committee and the applicant shall be informed immediately and a reason shall be supplied. Where the administrator withholds approval, the matter may be appealed to the Labour Management Relations Committee by the Professional Development Committee. The LMRC will issue a final and binding decision within 5 days of receiving the appeal.

- (g) A budget of \$550.00 for each full-time equivalent faculty member in a group-(based on the enrolment and staffing report of October 31st prior) shall be

allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.

Effective January 1, 2017, a budget of \$625.00 for each full time equivalent faculty member in a Faculty (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.

Effective January 1, 2019, a budget of \$700.00 for each full time equivalent faculty member in a Faculty (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.

- (h) Three times a year - March 30, September 30, and November 30 - the Employer shall provide each Professional Development Committee and the Union with a listing of the professional development funds committed and expended by that Committee.
- (i) Funds allocated to the Professional Development funds that are not used in the current year will be carried forward for use in the subsequent year within that Article 16.01(a) grouping. Overuse of funds in the current year will be offset in the subsequent year within that grouping.

17.07 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)~~ **thirty (30)** calendar days of appointment, on a rotating basis. **It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.**

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

If none of the listed arbitrators is available to hear the grievance within ~~ten (10)~~ **thirty (30)** days, the parties shall agree to another arbitrator ~~who is available within ten (10) days of appointment.~~ **within thirty (30) calendar days.**

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*.

ARTICLE 23 – DISCRIMINATION AND HARASSMENT

23.03 COMPLAINT PROCEDURES

a) Informal Resolution

The parties agree that, where mutually agreeable, they may endeavor to resolve complaints of harassment or discrimination informally, prior to accessing the procedures outlined below.

b) Union Representation

In the event that a faculty member is the subject of a complaint under this Article, the faculty member shall have the right to know what allegations have been made against him/her, and shall have the right to Union representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with the disposition of the complaint.

Faculty member complainants shall also have the right to Union representation at all meetings, interviews and other proceedings where the complainant's presence is requested in connection with the disposition of the complaint.

c) 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 in connection with an allegation of harassment or discrimination under this Article.

d) Confidentiality

Any complaint of discrimination or 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.

Employer and Union representatives in the course of dealing with a complaint of discrimination or harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.

e) Formal Complaint

A complaint alleging discrimination and/or harassment must be made in writing to the University President or his/her designate, and must include the names of the complainant and the respondent, a description of the relevant facts (including dates, times and places), the names of any witnesses, and the remedy the complainant is requesting. Copies of the complaint will be forwarded to the respondent and the Union.

All formal complaints under this Article shall be initiated within six (6) months of the event. In the case of a series of events, the complaint shall be filed no later than six (6) months after the last event in the series on which the complaint is based.

The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

f) Mediation

When a complaint is received by the Employer involving an individual covered by this collective agreement, the parties may initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Mediation is consensual, and will require the agreement of the complainant and the respondent to use the following process:

- i) the parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- ii) all communications during the mediation will be without prejudice;
- iii) the mediation process and resolution will be kept strictly confidential by all participants;
- iv) 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;
- v) 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 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

g) Investigation

Where either the complainant or the respondent does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred either to a mutually agreeable internal investigator, or to an external investigator selected from the following list:

Rebecca Frame
Irene Holden
Deborah Lovett
Ana Mohammed
John Sanderson
Anita Braha

An investigator will be appointed within ten (10) working days of referral.

The referral shall include a copy of the written complaint, and should, where possible, include a written response from the respondent. The referral should be assembled by the Employer and forwarded to the investigator with a copy sent to the Union.

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 parties pursuant to this Article.

If it is determined necessary to separate the work locations of the complainant and the respondent while the complaint is being investigated, it is agreed that the complainant will not be moved against his/her wishes.

No information relating to the personal background or lifestyle of the complainant, or the respondent, shall be admissible during the investigation process.

h) Terms of Reference of the Investigator

- i) The mandate of the investigator will be to ascertain facts.
- ii) The **complete** report of the investigator will be given, in confidence, to the Union 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.
- iii) The report should refer to individuals involved by code only. However, a reference key will be provided to the Employer and the Union for internal use. This practice should be repeated at any subsequent arbitral proceeding. **Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.**
- iv) 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.
- v) Reliance on Report of Third Party Investigator

Despite 23.03(h)(iv), 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.

- vi) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- vii) The investigator will conclude her/his work within ten (10) working days of appointment and will render a report within a further five (5) working days. These timelines may be extended if deemed appropriate by the parties. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.
- viii) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- ix) The investigator's report will not be placed on an employee's file.

Existing Letters of Understanding

1- Employment Equity	Renew
2 – Faculty Members Performance Review	Renew
3 – Workload in the Collaborative Nursing Program	Amend see specific language
4 – Joint Committee on Continuing Educations	Amend see specific language
5 – Continuing Education	Amend see specific language
6 – International Work	Renew
7 – Partial Layoff	Renew
8 – Director of Research Institutes	Renew
9 – Partial Sick Leave and Partial Disability Benefits	Delete
10 – Human Resources Database	Renew
11 – Registry of Laid Off Employees	Renew
12 – Joint Committee on Benefits Administration	Amend see specific language
13 – Elimination of Mandatory Retirement	Renew
14 – Crosslisted Courses	Renew
15 – Workload Committee	Delete - expired
16 – Health and Safety Education Committee	Delete - expired
17 - Harassment and Respectful Workplace	Amend see specific language
18 – Appendix A Joint Review Committee	Delete - expired
19 - LMRC Sub-Committees – Role of Chair and Coordinator	Amend see specific language
20 – Joint Committee on Academic Title	Delete - expired
New LOU Working Committee on Secondary Scales	
Appendix A: Dental Plan	Renew
Appendix B: Medical Travel Referral Benefit	Renew
Appendix C: Registry of Laid Off Employees – Forms	Renew
Appendix D: Family Members	Renew
Appendix E: Economic Stability Dividend	New

**LETTER OF UNDERSTANDING # 3
WORKLOAD IN THE COLLABORATIVE NURSING PROGRAM**

The average teaching load for non-regular type 2 and regular instructors over an academic year will be 16 contact hours of instruction per week irrespective of the modes of instruction outlined in article 12.03, except for preceptorship/practicum supervision, where the contact hours will remain at 32 hours per week as per article 10.01.

The preceding point assumes the following criteria will be used.

In the case of non-regular type 1 faculty, the appointment percentage will be calculated using the modes of instruction outlined in article 10.01.

This letter is in effect until Aug 31st 2015

LETTER OF UNDERSTANDING # 4
JOINT COMMITTEE ON CONTINUING AND PROFESSIONAL STUDIES CONTINUING
EDUCATION

The Parties agree to establish and continue a Joint Committee on Continuing and Professional Studies (CPS) Continuing Education. 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 engage in discussions regarding consider issues surrounding new programs or courses created in CPS C.E. as well as the application of the collective agreement to existing programs. **If the Union has any concerns relating to an existing programs or courses, those concerns should be brought to the Employer's attention by the Union.**

To facilitate the Joint Committee discussions, the Employer will provide the Union with written notification of each new program or course created in CPS. Such notification will contain the name of the program or course, the starting and ending dates, the source(s) of funding, and (if known) the number of hours of instruction or related services (if any) that will be delivered by faculty employed by the Employer.

The Joint Committee will determine the ~~precise~~ application of the definitions in Letter of Understanding #5 to University faculty who will be delivering instruction or related services in each CPS Continuing Education program or course (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 #5, the Joint Committee may agree to make will consider exceptions to inclusion that should be made on a case by case basis, after considering such factors as program survival, marketability, and student, community and University needs. The Joint Committee must conclude its consultation discussions no later than twenty (20) weekdays following the date of delivery to the Union of the written notification described above.

In the event the Joint Committee Parties cannot agree on the application of the definitions in Letter of Understanding #5, the issue ~~may will~~ be referred to LMRC within seven (7) weekdays following the conclusion of the Joint Committee's discussions. If LMRC cannot agree within ten (10) weekdays, the issue will be referred to the grievance process in Article 17 and mediation/arbitration, within seven (7) weekdays following the conclusion of the LMRC discussions. **Any time limit and/or stage in this process may be waived or extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.**

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

LETTER OF UNDERSTANDING # 5
CONTINUING AND PROFESSIONAL STUDIES ~~CONTINUING EDUCATION~~

1) Purpose

The purpose of this Letter of Understanding is to set out the working conditions that apply to CPS Continuing Education faculty. This Letter of Understanding and the collective agreement do not apply to persons employed by third parties that enter into partnership arrangements with the Employer for the delivery of courses or programs in CPS, as described below.

2) Definitions

a) Continuing and Professional Studies (CPS) Courses and Programs

A Continuing and Professional Studies course or program is **not a** course or program that:

i) _____ is funded by the core grant supplied to the University by the BC government, except with respect to the payment of general overhead and administrative costs; and/or

ii) _____ was taught by faculty under the terms and conditions set out in the main collective agreement prior to the ratification of the parties' 2014-2019 collective agreement; and/or

iii) _____ is a duplication of any course or program offering funded by the core grant supplied to the University by the BC government.

a)b) Regular CPS ~~Continuing Education~~ Faculty

A regular CPS C.E. faculty member is one who occupies a regular position in CPS established by the Employer or as converted to regular status in b) iii) below.

Regular CPS C.E. faculty have the same rights and obligations as regular members in the collective Union agreement except for Article 7 Layoff and Recall. (See section 6 below for Layoff and Recall.)

Part time regular CPS faculty have the same rights and obligations as full time regular CPS faculty and are entitled to all benefits on a pro-rated basis.

b)c) Non-regular CPS ~~Continuing Education~~ Faculty Type 2

This includes faculty teaching citation or certificate programs.

i) Non-regular CPS C.E. Faculty Type 2 who meet the definition of Article 1.05(d)(ii) for their work in CPS C.E. shall be eligible for benefits as set out below and shall be referred to as CPS C.E. Faculty Type 2.

ii) Non-regular CPS C.E. Faculty Type 1 are all other non-regular faculty in CPS who are included in the bargaining unit and do not meet the above definition.

- iii) Non-regular Type 2 ~~CPS C.E.~~ faculty who meet the criteria in Article 1.05(e) for 3 years will be converted to regular status subject to having ongoing work and the other provisos in Article 1.05(e). Any disputes would be referred to the Joint Committee in Letter of Understanding # ~~4~~ 5.

e)d) Non bargaining unit CPS Continuing Education Faculty

- i) This includes faculty teaching short term courses not part of citation or certification programs (eg for example ~~6 hour~~ workshops or ~~70 hours~~ courses less than in a semester in length).
- ii) These ~~CPS C.E.~~ faculty are not members of the bargaining unit and are not covered by this Letter of Understanding.
- iii) **If KPU contracts an employer to provide offerings outside of the provisions of 2 (a) above, those employees of the other employer will be non-bargaining unit CPS faculty and will not be covered by this LOU.**

~~iii)~~iv The University shall issue an annual report to the Union listing the names of ~~CPS C.E.~~ faculty performing work not included in the bargaining unit, and their accumulated hours worked in the previous fiscal year. The first report will be issued by April 30, 2002 for the 2001-2002 fiscal year. Where a dispute arises over whether work is properly outside the bargaining unit, the dispute will be referred first to the Joint Committee struck under Letter of Understanding #~~5~~ #4 and then to the grievance process if unresolved.

3) Definition of Work for Bargaining Unit CPS Continuing Education Faculty

a) ~~CPS C.E.~~ faculty work is described as either “direct student instruction” or “other accountable time”, or a combination of the two.

i)a) Direct student instruction means in-class delivery of course or program material.

ii)b) Other accountable time in ~~CPS C.E.~~ means such activities as preparation of instructional materials, planning student activities, assessment and evaluation of students, liaison with industry, arranging student practicum placements and contact with employers and students, attending professional and internal meetings, recruiting students, promotion and development of the program, program administration and other program related duties.

iii)c) Direct student instruction for full-time ~~CPS C.E.~~ faculty shall be 25 hours per week. The maximum or normal full-time hours for other accountable time shall be 35 hours per week. ~~CPS C.E.~~ faculty whose work involves both direct student instruction and other accountable time will be pro-rated.

b) ~~Notwithstanding 3(a), where work is offered in CPS C.E. that duplicates, in whole or in part, work in a funded area of the University, such work will be subject to the full terms and conditions of the collective agreement including the provisions of Article 12 concerning workload.~~

4) **Eligibility for Benefits – Non-regular CPS ~~Continuing Education~~ Faculty Type 2**

Non-regular CPS ~~C.E.~~ faculty who qualify under section 2(b)(i) shall be eligible for all health and welfare benefits described in Article 15. Benefit premiums will be pro-rated so that the Employer's portion of the premium equals the appointment percentage and the employee is deducted for the remaining portion.

5) **Rates of Pay**

- a) Regular CPS ~~C.E.~~ faculty and Non-regular CPS ~~C.E.~~ faculty Type 2, shall be paid according to the salary scale in Article 9.01, and placement on scale shall be in accordance with Article 9.02 of the collective Union agreement or the faculty member's current rate of remuneration, whichever is greater.
- b) Non-regular CPS ~~C.E.~~ faculty Type 1 shall be paid according to the minimum hourly rates in (c) below or the faculty member's current hourly rate of remuneration, whichever is greater.
- c) Minimum rates for hourly paid CPS ~~C.E.~~ faculty:
 - i) Direct instruction: ~~\$47.50 per hour. Effective April 1, 2006~~ \$49.01 per hour.
 - ii) Other accountable time: ~~\$33.93 per hour. Effective April 1, 2006~~ \$35.01 per hour.

The above rates will be increased as follows:

- (a) **Effective the first day of the first full pay period after the date of tentative settlement of the collective agreement: one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before June 1, 2015. After that date there will be no retroactive adjustment.**
- (b) **Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend***
- (c) **Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)**
- (d) **Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend***
- (e) **Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)**
- (f) **Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend***

(g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)

(h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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.

Table to follow

d) The minimum rates in (c) above include vacation pay.

6) Layoff and Recall

The Employer may lay off a CPS C.E. faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services.

When layoff of CPS C.E. faculty must occur, the procedure below will apply.

a) Layoff Sequence

i) The sequence for layoff in a program must be:

- (1) Non-regular CPS C.E. faculty Type I
- (2) Non-regular CPS C.E. faculty Type 2
- (3) Regular CPS C.E. faculty

b) Layoff Procedures for Regular Faculty and Non-regular Type 2

i) Layoff method for CPS C.E. faculty is by least total FTE service.

ii) If a CPS C.E. faculty member has been identified for layoff and the remaining CPS C.E. faculty in the program do not have the necessary qualifications, experience and abilities to teach the remaining courses or to perform the remaining services in the program, the determination of the CPS C.E. faculty member to be laid off shall recommence with that person with the next to least FTE service.

A CPS C.E. faculty member will be notified verbally, then in writing, as early as possible, stating the reason(s) for the layoff and the effective date of the layoff. The Union will also receive a copy of such written notice.

c) Alternate Work for Regular Faculty

i) In the event work is not available in the program, an affected regular faculty member shall meet with the appropriate V.P. or delegate to identify unassigned work for which the affected faculty

member has been inventoried within CPS C.E., or non-teaching work in CPS for which the faculty member has the necessary qualifications, experience and abilities.

d) Recall Procedures for Regular Faculty

i) If work is available in a CPS program within 2 years of layoff, the recall shall be in reverse order of layoff, provided the faculty member has the necessary qualifications, experience and abilities.

ii) To remain eligible for recall under this letter, the laid off faculty member will keep the Human Resource Services Department informed of his or her telephone number, and promptly report any changes.

iii) The faculty member will accept or reject notice of recall from the employer within 5 calendar days of receipt of such notices. In the event the faculty member rejects the offer of recall, or fails to respond to the time limit above, the employer will offer that work to the next qualified person in reverse order of layoff.

e) Severance

i) Regular CPS C.E. faculty who are laid off ~~after March 31, 2001~~ shall be eligible for severance provisions in Article 7.07 of the collective Union agreement based on FTE service accumulated after September 1, 1999. Faculty who receive severance pay will lose their right of recall in (d) above.

f) Cancellation Fees

i) When the appointment of a non-regular CPS C.E. faculty member Type 2 is cancelled or reduced, a non-recoverable cancellation fee shall be paid according to the following formula:

$$\frac{\text{CPS C.E. appointment hours} \times \$500.00}{60 \text{ hours}} \quad \text{to a maximum of } \$4000.00$$

7) Article 16 Professional Development of the collective Union agreement applies to regular CPS C.E. faculty and non-regular CPS C.E. faculty Type 2.

LETTER OF UNDERSTANDING # 12
JOINT COMMITTEE ON BENEFITS ADMINISTRATION – revised as follows

1.0 JOINT COMMITTEE ON BENEFITS ADMINISTRATION

1.01 COMMITTEE ESTABLISHED

The parties agree to continue to participate in the Joint Committee on Benefits Administration (the “JCBA”).

1.02 COMMITTEE MANDATE

The JCBA has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- d) Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

~~**1.03 SAVINGS**~~

~~All savings realized through the process of the JCBA will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.~~

~~**1.04**~~ **1.03 CONSTRAINTS**

The JCBA will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. The JCBA shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

~~**1.05**~~ **1.04 COSTS OF THE JCBA**

The Employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

LETTER OF UNDERSTANDING #17

HARASSMENT AND RESPECTFUL WORKPLACE

including attached schedules – amend as follows in keeping with PSEA Common Table Proposal – Schedule 2 as follows:

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 area of expertise, knowledge and experience.

The committee shall ~~begin meeting by May 1, 2013 and~~ complete their duties by **December 31** ~~June 30, 2013~~**15**.

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

Note: LOU #17 remains unchanged with the exception of the above paragraphs.

LETTER OF UNDERSTANDING #19
LMRC SUB-COMMITTEES

The parties agree to ~~establish two~~ **continue the Chair and Coordinator** sub-committees of LMRC **to address issues the committee identifies.**

- ~~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, 20146.

LETTER OF UNDERSTANDING ____ (NEW)

WORKING COMMITTEE ON SECONDARY SCALES

The Employer and the Union agree to participate in a FPSE/PSEA joint committee (the “Committee”) with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
 - o what types of work and which employees may require salary adjustment;
 - o what the transition would entail; and
 - o what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

“Secondary Scales” is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. “Secondary Scales” are distinct from “other salary scales,” which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e. not faculty.

Costs for leaves and expenses to be borne by each party.

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee will go to each party’s respective principals (Institution Board and PSEA Board in the case of the Employer, and Presidents’ Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018, and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

APPENDIX E (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) **February Budget – Forecast GDP for the upcoming calendar year;**
- (ii) **November of the following calendar year – Real GDP published for the previous calendar year;**
- (iii) **November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;**
- (iv) **Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.**

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) **February 2015 – Forecast GDP for calendar 2015;**
- (ii) **November 2016 – Real GDP published for calendar 2015;**
- (iii) **November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;**
- (iv) **Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend**
- (v) **Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.**

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.