

October 4, 2011

MEMORANDUM OF AGREEMENT

between the

Kwantlen Polytechnic University
(hereinafter called "the Employer")

and the

Kwantlen Faculty Association
(hereinafter called "the Association")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2010 AND EXPIRING MARCH 31, 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for twenty four (24) months from April 1, 2010 to March 31, 2012 both dates inclusive.

3. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

4. **Other Proposals**

All proposals not contained in this Memorandum are considered withdrawn without prejudice to either party.

5. **Appendix "A"**

The Employer and the Association agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A", errors and omissions excepted.

6. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 26th day of October, 2011.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

Signed by employer and union representatives.

APPENDIX A

September 28, 2011

Housekeeping

Amend Article 1.01 to update names of the parties and signing date.

1.01 PARTIES TO AGREEMENT

THIS AGREEMENT, entered into on the ~~8th day of March, 2007~~ (new date).

BY AND BETWEEN

KWANTLEN POLYTECHNIC UNIVERSITY COLLEGE
(hereinafter referred to as the "Employer")

AND

**KWANTLEN FACULTY ASSOCIATION, LOCAL #5 Federation of Post-Secondary
Educators (FPSE)** (hereinafter referred to as the "Union")

Amend Article 1.05 (i) Full-Time Equivalent Service

ARTICLE 1.05 DEFINITIONS

(i) Full-Time Equivalent Service

Full-time equivalent service shall be defined as the length of service with the Employer from the date of the first appointment with the Employer. In the event the faculty member resigns, or is terminated, the FTE service accumulated is lost. Substitution and overload contracts shall not be credited if the faculty member has already been credited with a full year's FTE service during a one-year period.

In the event a non-regular faculty member is not employed by the University College in an eighteen month period beginning with the termination date from the Employer's payroll, or declines or is unavailable to receive an offer of further appointment, the FTE service accumulated is lost.

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 can establishes in writing that the sole reason for declining is that prior to the offer being made by the University, 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.

In this clause "service" denotes all accountable time covered by Article 12.01(a) and all vacation time covered by Article 12.12, and FTE service counted under Article 1.05(i)(vii) shall not count towards the minimum service requirements specified in Article 14.05 and Article 14.06.

Housekeeping

Amend Article 1.05(I) to replace the work "Union" with "Association" as follows:

Article 1.05 DEFINITIONS

(I) Post-Secondary Employers' Union Association

The Post-Secondary Employers' Union Association or "PSEA" means the Employers' Union Association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

Article 3.03 MEMBERSHIP OF NEW FACULTY

Amend 3.03 as follows:

From the ratification date of this Agreement new faculty members covered by the certification shall become members of the Union ~~on the first day of the calendar month following commencement of~~ upon commencing their employment and shall maintain membership in good standing in the Union as a condition of continuing employment.

Amend Article 9.02 as follows:

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

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

d)

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, ~~and provided that such an increment would not place them on the scale at a step beyond nine plus the number of years' experience at the University College.~~

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 ~~first of the month concurrent with or next~~ following the achievement of one year FTE service.

Note: The rest of the clause remains unchanged.

**MOVE - LETTER OF UNDERSTANDING # 1 FEBRUARY READING BREAK
to Article 12.20 and modify as follows.**

Amend Article 12 as follows:

Article 12 .20 Reading Break

12.20 The University schedules a parties agree that LMRC will review the "student reading break" pilot each year. The purpose of the break is to allow students time for activities such as non-classroom contact with instructors, work on assignments and reading. The break period is accountable time for faculty for such activities as student interviews, meetings, course preparation and curriculum development. A Student Union representative may be invited to the discussions.

The Labour Management Committee will make a recommendation to the parties about continuing the student reading break. Any recommended change that impacts the Collective Agreement will be referred back to the parties in accordance with Article 17.07.

Move LOU #11 (Faculty Professional Development Fund) to Article 16.05

Delete Letter of Understanding #11

Amend Article 16 as follows:

LETTER OF UNDERSTANDING # 11 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. PROCESS

~~a) The parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator.~~

~~b) A committee of four (2 faculty and 2 administrators) will meet to set out the process and criteria for the review and adjudication of employee applications to the fund³~~

2. FUND

This fund's budget for each fiscal year will be set at point six ~~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.

43. CRITERIA AND PROCESS AND CRITERIA

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~~University College~~, 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

e) 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.

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

~~(NOTE: In the inaugural year, ending March 31, 2006, there will be only one competition with a deadline date for receipt of applications of February 24, 2006.)~~

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 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.

New Article 12.18

12.18 Academic Freedom

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. Every faculty employee is entitled to exercise academic freedom in the performance of their duties.

Academic freedom is the freedom to examine, question, teach, and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- a. freedom in the conduct of teaching;
- b. freedom in undertaking research and making public the results thereof;
- c. freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

Housekeeping

Proposal Amend Article 16.04 a) (iii) as follows:

16.04 PERSONAL PROFESSIONAL DEVELOPMENT FUNDS

a) Eligibility

A budget of \$100 for each regular and non-regular type 2 faculty member shall be allocated each year. These funds will be held centrally and disbursed according to established accepted professional development activities to a maximum of \$100* per faculty member.

Personal professional development activities should be consistent with generally accepted professional development activities. Eligible expenses may include:

- (i) Travel, registration fees, tuition fees and associated expenses related to meetings, conferences, workshops, seminars, or other similar professional activities, and expenses not covered by or in excess of monies available from other funds for similar purposes;
- (ii) Membership fees in learned societies, service organizations and professional organizations;
- (iii) Books; subscriptions to scholarly and professional journals, magazines and newspapers; and computer software.

* \$350 for the fiscal year 2005/2006.

PERSONAL PROFESSIONAL DEVELOPMENT FUNDS

Amend 16 as follows:

16.04 PERSONAL PROFESSIONAL DEVELOPMENT FUNDS

(b) Budget

The budget will be established based upon the number of regular and non-regular type 2 faculty members provided in the enrolment and staffing report of October 31st of the previous year. Funds not expended in the fiscal year will be carried forward and added to the funds available for Education Leave under Article 14.09 unless the parties mutually agree to add to the funds for sick leave for non-regular type 1 faculty members under Article 15.07 in the following fiscal year. Provided that excess personal-professional development funds exist, the parties agree that these funds will be added to the non-regular type 1 faculty sick leave fund when that fund falls below the equivalent salary of 0.5 FTE Step 11 of Article 9.

Amend Article 17.06 as follows:

17.06 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.

Note: The rest of the clause remains unchanged.

Proposal 18.03 (b) Budget

Amend article 18.03 to delete (b) and renumber the remainder of the article.

18.03 Budget

- (a) Before the Annual Budget Presentation to the Board, the Union will be given an opportunity to provide input.
- (b) ~~The Kwantlen Educational Advisory Council shall be consulted by the Employer in the preparation of the proposed annual educational profile.~~
- (e)(b) The Union will be provided with a copy of the annual proposed educational profile after it has been approved by the University College Board except when the University College Board determines that the profile has personnel implications.
- (e)(c) The Union will be provided with a copy of the annual educational profile and budget after they have been approved by the University College Board and Provincial Ministry of Advanced Education or its successor Ministry.
- (e)(d) After the Employer has received approval of its budget from the Ministry and determined its expense plan, a discipline/program may request a copy of the non-salary items in the budget for that discipline/program.

Article 22.07 Protection of Medical Benefit Coverage

Amend article 22.07 to delete (a) and renumber the remainder of the article. Move "Note" to the end of the article.

Protection of Medical Benefit Coverage

- a) Early retiring employees in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the **B.C. Pension Corporation** when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis by the retiree and **B.C. Pension Corporation**.

Note: Pensioners who decline the Extended Health benefit coverage at retirement will not be eligible for coverage later unless they can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

- ba) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical and extended health* benefit coverage through the Employer during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:

- i) written notification of the intent to continue these benefits is provided to the Human Resource Services Department six (6) weeks prior to date of early retirement;
- ii) the participant maintains B.C. residency; and
- iii) the participant prepays all premium costs.

* Coverage may be under a separate group for retirees at a reduced level.

Note: Pensioners who decline the Extended Health benefit coverage at retirement will not be eligible for coverage later unless they can prove continuous coverage under an extended health care plane (e.g. coverage under spouse's plan).

Replace Article 23 as follows and Delete Article 24

ARTICLE 23 – DISCRIMINATION AND HARASSMENT

23.01 NO DISCRIMINATION

The Employer and the Union recognize the right of employees to work in, and students to study in, an environment free from discrimination.

The Employer, except in instances where there is a bona fide occupational requirement, shall not refuse to employ, continue to employ, advance, or dismiss a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of: race, colour, ancestry, or place of origin, political belief, religion, age* age, mental or physical disability, sex, marital status, family status, sexual orientation, or conviction for a criminal or summary conviction charge that is unrelated to employment.

The foregoing shall not be interpreted as prohibiting the parties from entering into an employment equity program.

* For the purposes of this article, 'age' means age as defined under the B.C. Human Rights Code.

23.02 SEXUAL HARRASMENT NO HARASSMENT

a) Statement of Principle

The Employer and the Union recognize the right of all employees to work in, and students to study in, an environment free from ~~sexual harassment~~.

The parties agree that ~~proven sexual harassment~~ is a violation of ~~an employee's~~ a person's rights, dignity and personal well-being. Where a complaints of ~~sexual harassment~~ are ~~is~~ substantiated, appropriate disciplinary measures, up to and including dismissal, are supported and endorsed by the parties.

b) Definitions

i) Harassment

"Harassment" means sexual harassment or personal harassment, as defined in this Article.

ii) Sexual Harassment

Sexual harassment is defined as unwelcome conduct and/or comments of a sexual nature that detrimentally affect the work environment or lead to adverse job related consequences.

Sexual harassment includes, but is not limited to, sexual advances and requests for sexual favours, such as:

- An implied or expressed promise of reward for complying with a sexually oriented request;
- A reprisal, or an implied or expressed threat of reprisal, directed at one's
employment for refusing to comply with a sexually oriented request;
- A denial of opportunity, or the express or implied threat to deny an opportunity, for refusing to comply with a sexually oriented request.

Other examples of sexual harassment include:

- Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive;

- Unwelcome and unnecessary remarks about a person's body, clothing or sexual activities;-
- Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are sexually suggestive, sexually demeaning or pornographic;-
- Unwanted and unnecessary touch, patting, pinching, or other suggestive physical contact;-
- Sexual looks, such as leering and ogling with sexual overtones;-
- Suggestive comments or gestures;-
- Compromising invitations;-
- Constant brushing up against a person's body.

The legitimate study, display, use or distribution of topics, material or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.

iii) Personal Harassment

Personal harassment by either employees or employer representatives is defined as repeated offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment.

Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered harassment - may also constitute harassment.

Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.

Examples of personal harassment include, but are not limited to:

- Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- Implied or expressed threat or reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
- Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.

The legitimate study, display, use or distribution of such materials topics, material or art forms that are within appropriate academic norms is not considered personal harassment.

23.03 COMPLAINT PROCEDURES

a) Informal Resolution Processes

The ~~Parties~~ parties agree that, where mutually agreeable, they may endeavour ~~first attempt to use policies or informal processes~~ to resolve complaints of harassment or discrimination and sexual harassment informally, prior to accessing the following procedures outlined below. ~~on Mediation and Investigation.~~

b) Union Representation

In the event that a faculty member is the subject of a grievance 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 these allegations.

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

c) Right to Legal Counsel

The Union is the exclusive bargaining agent for the bargaining unit employee and as such as has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the Employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 23 investigation involving 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 investigating a complaint of discrimination or harassment and management representatives in the course of investigating a grievance of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance; and the requirements of the Freedom of Information and Protection of Privacy Act;

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 contain particulars of the alleged discrimination, including include the names of the complainant and the respondent, a detailed 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 grievances under this Article shall be initiated within six (6) months of the event. In the case of a series of events, a grievance should 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 will may initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

~~Consensual m~~Mediation is consensual, and will require the agreement of the complainant and the respondent ~~alleged harasser~~ to use the following process:

i) the local 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 alleged harasser 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 alleged harasser 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 statement response from the complainant and the respondent alleged harasser which succinctly outlines his or her response to the issue(s) in dispute. The referral should be assembled by the Institution 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 23.03(e)(i).

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

No information relating to the personal background or lifestyle of the complainant grievor, or the respondent person who is the subject of the grievance, shall be admissible during the investigation grievance or arbitration process.

h) Terms of Reference of the Investigator

i) The ~~purpose~~ mandate of the investigator will be to ascertain facts.

ii) ~~—— All persons quoted in the investigation will be named by initials.~~

iii ii) The 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 alleged harasser. The Employer will state, in a covering letter, that the report is confidential.

(iii) The report should refer to individuals involved by initials 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.

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 local parties. ~~If a dispute arises with respect to the extension, the matter will be referred to JADRC.~~ If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

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.

23.04 FINDINGS

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

b) The determination will:

i) state the action(s), if any, to be taken or required by the Employer;
and

ii) include, where appropriate, a statement of exoneration.

23.05 RIGHTS OF THE PARTIES

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

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

~~a) The above noted procedure does not restrict:~~

Nothing in this Article restricts:

i ~~a)~~ The Employer's right to take disciplinary action;

ii ~~b)~~ The Union's right to grieve such disciplinary action or to grieve an alleged violation of this ~~a~~Article.

~~b) The report of the investigator may be used in the development of an Agreed~~

~~Statement of Fact for an arbitral proceeding.~~

23.06 FALSE COMPLAINTS, BREACHES OF CONFIDENTIALITY AND RETALIATORY

ACTION

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

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

23.07 ADMINISTRATION

The parties will meet as necessary to facilitate the administration and other aspects of the application of this ~~a~~Article including issues arising under 23.08 below. ~~The parties may refer any differences over the administration or application of this article to JADRC for resolution.~~

23.08 RELATION TO OTHER AGREEMENTS

Where a complaint under Article 23 involves individuals who are covered by another collective agreement, the parties will meet to clarify and agree upon a procedure.

ARTICLE 24 — PERSONAL HARASSMENT

24.02 ~~PROCESS FOR PERSONAL HARASSMENT COMPLAINTS~~

~~a) — Faculty members may process complaints about personal harassment through the~~

~~grievance procedure commencing at Article 17.02 (e):~~

~~i) — Where a person who is the subject of a grievance is the management~~

~~representative at any step of the grievance procedure then the Union may~~

~~bypass that step of the procedure;~~

iii) ~~— An Arbitrator in the determination of a grievance of harassment shall~~

~~take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties;~~

iv) ~~— Where the grievor and the person who is the subject of the grievance are~~

~~both members of the bargaining unit, then the Arbitrator seized with the~~

~~grievance of harassment shall also have jurisdiction in respect of any~~

~~grievance arising from related discipline of the person who is the subject~~

~~of the grievance;~~

e) ~~— If the grievor chooses to file a simultaneous complaint with the Human Rights~~

~~Tribunal, the grievor agrees that, in so doing, the grievance procedure shall~~

~~precede the complaint.~~

New Letter of Understanding

Re: Health and Safety Education Committee

~~The parties recognize that the current staff education on various Health and Safety related matters should be improved. Improving this issue will require the participation of several parties and does not lend itself to a bargaining table format.~~

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 and how important health and safety information is communicated prior to the commencement of work and through the course of their employment.

The committee will ~~recommend~~ develop an implementation plan ~~with two phases~~. The plan first phase will address the roll out and implementation of communication/training using materials and methods of communication already available to the University. The second phase, if needed, would be for new avenues of communication.

The committee of 4 members ~~would~~ will have equal representation from the University and the KFA and ~~will make recommendations to the Associate Vice President, Human Resource Services.~~

The committee ~~would~~ 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, 2011– first phase of implementation of recommendations completed.
- ~~February 28, 2012~~– second phase of implementation completed.
- March 31, 2012 – review of program, final report and committee wind-up.

Renew LOU #2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 21, 22 and 23

LETTER OF UNDERSTANDING # 2 EMPLOYMENT EQUITY

LETTER OF UNDERSTANDING # 3 FACULTY MEMBERS PERFORMANCE REVIEW

LETTER OF UNDERSTANDING # 4 WORKLOAD IN THE COLLABORATIVE
NURSING PROGRAM

LETTER OF UNDERSTANDING # 5 JOINT COMMITTEE ON CONTINUING
EDUCATION

LETTER OF UNDERSTANDING # 6 CONTINUING EDUCATION

LETTER OF UNDERSTANDING # 7 INTERNATIONAL WORK

LETTER OF UNDERSTANDING # 8 PARTIAL LAYOFF

LETTER OF UNDERSTANDING # 9 DIRECTORS OF RESEARCH INSTITUTES

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DISABILITY BENEFITS

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LETTER OF UNDERSTANDING # 16 BENEFITS ISSUES FOR DISCUSSION BY
JOINT COMMITTEE ON BENEFITS ADMINISTRATION

LETTER OF UNDERSTANDING # 17 JOINT REVIEW PROCESS OF HEALTH AND
WELFARE BENEFITS

LETTER OF UNDERSTANDING # 21 ELIMINATION OF MANDATORY RETIREMENT

LETTER OF UNDERSTANDING # 22 CROSSLISTED COURSES

LETTER OF UNDERSTANDING # 23 BACHELOR OF SCIENCE IN NURSING

Renew Appendices:

APPENDIX A

DENTAL PLAN

APPENDIX B

MEDICAL TRAVEL REFERRAL BENEFIT

APPENDIX C

REGISTRY OF LAID OFF EMPLOYEES – FORM 1

APPENDIX C

REGISTRY OF LAID OFF EMPLOYEES – FORM 2

APPENDIX D

Family Members for purpose of Article 13.09 Compassionate Care Leave

New Letter of Understanding as follows:

LETTER OF UNDERSTANDING #
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 for discussion at the 2012 bargaining table.

CORRECTIONS TO THE
COLLECTIVE AGREEMENT BETWEEN KWANTLEN UNIVERSITY
COLLEGE AND KWANTLEN FACULTY ASSOCIATION
April 1, 2007- March 31, 2010

The following corrections to the collective agreement between Kwantlen University and Kwantlen Faculty Association, April 1, 2007 - March 31, 2010 should be read into the document as these articles were inadvertently changed or deleted during the production of the 2007-2010 collective agreement.

1) Article 10.01

Restore the following explanatory wording after the table in Article 10.01:

This is inclusive of vacation pay

**Presume standard 3 credit course*

***Normal monthly maximum*

2) Article 10.02

Restore the following as Article 10.02:

There is no obligation on the Employer to offer future contracts to faculty members in this category other than the procedural requirements specified in article 4.04 (d) and (e).

3) Article 12.14

Change the word "Union" to "association". The article should read:

Where the Employer requires, as a condition of continuing employment, that a regular faculty member maintain a specified professional association membership, the Employer will pay the annual dues required to maintain such membership.

It is understood by both parties that, throughout the Collective Agreement the following working will be changed:

Replace "University College" with "University" where appropriate.

Replace "Kwantlen University College" with "Kwantlen Polytechnic University" where appropriate.