

TENTATIVE AGREEMENT

between

VANCOUVER ISLAND UNIVERSITY

(Employer)

and

BC GOVERNMENT & SERVICE EMPLOYEES UNION

(Union)

Re: Terms of Tentative Agreement

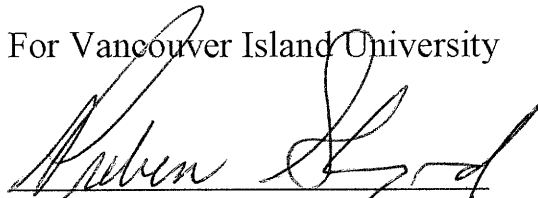
The bargaining committees agree to recommend the terms of the tentative agreement as attached to their respective principals for ratification.

All proposals which are not addressed in this tentative agreement are to be considered withdrawn on a without prejudice basis. The terms of settlement are as follows:

1. All items agreed to form part of this agreement.
2. All changes to the collective agreement are effective from the date of ratification unless otherwise specified.

Signed in Nanaimo, B.C. this 18th day of March 2011.

For Vancouver Island University



Preben Skovgaard - VIU
Manager, Human Resources &
Labour Relations

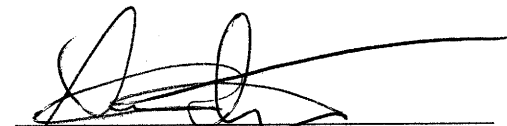
For BCGEU



Darlene Thorburn
BCGEU Staff Representative



Lynn Meyers - VIU
Human Resources Advisor



Stu Seifert - VIU Local 702
Bargaining Unit Chairperson

Tentative Agreements

Between:

Vancouver Island University

And:

B.C. Government and Service Employees' Union – Local 702

DEFINITIONS – AUXILIARY APPOINTMENT	
Amended	<p>“Auxiliary Appointment” - An appointment for a period not to exceed thirty (30) assigned days of work. If an assignment is known to be in excess of thirty (30) assigned days of work prior to the appointment, it shall be posted as a term appointment. If an auxiliary appointment exceeds the thirty (30) assigned days, then that appointment shall be made a term appointment retroactively to its original start date. Upon approval from the Union, this appointment shall be confirmed and will not be subject to the posting process. Auxiliary appointments are as and when required and not intended to be used for ongoing or repeating work.</p>
ARTICLE 9 – HARASSMENT	
Amended	<p>9.1 Statement of Commitment</p> <p>The Employer promotes teaching, scholarship and research and the free and critical discussion of ideas.</p> <p>The Union and the Employer are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.</p> <p>The Employer has a responsibility under the BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.</p> <p>The Employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.</p> <p>9.2 Definitions</p> <p>(a) Harassment is a form of discrimination that adversely affects the recipient on one (1) or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210].</p> <p>Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one (1) of the following conditions:</p>

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

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

(b) Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (1) which interferes with another person's participation in an institution-related activity; or
- (2) leads to or implies employment, or academically-related consequences for the person harassed; or
- (3) which creates a poisoned environment.

9.3 Procedures

The procedures for addressing a personal harassment complaint will be in accordance with Malaspina University-College Policy No. 21.05 and Procedure No. 21.05.001.

(a) Local Informal Processes

The Parties agree that the local Parties, where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 9.3(c) Mediation and 9.3(d) Investigation.

(b) Right to Legal Counsel

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

(c) Mediation

When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the local Parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution. Consensual mediation

will require the agreement of the complainant and the ~~alleged harasser~~ **respondent** to use the following process:

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

(d) Investigation

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

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

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

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

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

(e) Terms of Reference of the Investigator

- (1) The purpose of the Investigator will be to ascertain facts.
- (2) All persons quoted in the investigation will be named by **code determined by the Investigator to preserve confidentiality.**
~~initials.~~
- (3) The report of the Investigator will be given, in confidence, to the Union(s) and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the ~~alleged harasser~~ **respondent**. The Employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by **code** ~~initials~~ only. However, a **reference** key will be provided to the Employer and the Union(s) for internal use. This practice should be repeated at any subsequent

arbitral proceeding.

(4) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the Parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(5) Reliance on Report of Third Party Investigator

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

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

(6) The Investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

(7) The Investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local Parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

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

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

(f) List of Local Investigators

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

- Joy Bischoff
- Jean Greatbatch
- Adrian Kershaw
- Irene Holden

(need to confirm names – outstanding)

9.4 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:

	<ul style="list-style-type: none">(1) state the action(s), if any, to be taken or required by the Employer;(2) include, where appropriate, a statement of exoneration. <p>9.5 Rights of the Parties</p> <p>Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this Article have been completed.</p> <p>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.</p> <ul style="list-style-type: none">(a) The above noted procedure does not restrict:<ul style="list-style-type: none">(1) The Employer's right to take disciplinary action;(2) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.(b) The report of the Investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding. <p>9.6 False Complaints, Breaches of Confidentiality and Retaliatory Action</p> <p>Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.</p> <p>Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.</p> <p>9.7 Local Discussion</p> <p>The local Parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 9.8 below. The local Parties may refer any differences over the administration or application of this Article to JADRC for resolution.</p> <p>9.8 Relation to Other Agreements</p> <p>Where a complaint under Article 9 involves individuals who are covered by another Collective Agreement, the local Parties will meet to clarify and agree upon a procedure.</p>
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ARTICLE 13 – SENIORITY, LAYOFF AND RECALL, SEVERANCE, BUMPING RIGHTS	
Amended	<p>13.1 Seniority Defined</p> <p>(c) Additional Hours</p> <p>(3) Qualified term employees shall be offered auxiliary work by seniority only after regular part time employees have been offered such work.</p> <p><i>Consequential renumbering Balance of Article to remain the same</i></p>
ARTICLE 13 – SENIORITY, LAYOFF AND RECALL, SEVERANCE, BUMPING RIGHTS	
Amended	<p>13.3 Loss of Seniority</p> <p>(a) Regular Employees</p> <p>An employee shall lose seniority as a regular employee if:</p> <ul style="list-style-type: none">(1) discharged for just cause;(2) voluntary termination of employment or abandonment of position occurs;(3) laid off for more than twenty-four (24) months;(4) extended beyond normal retirement age;(4) (5) elects severance on layoff, pursuant to Article 13.9. <p>(b) Term Employees</p> <p>A term employee shall lose seniority as a term employee:</p> <ul style="list-style-type: none">(1) if a period of twenty-four (24) months elapses from the end date of the last term appointment, subject to Clause (4) below;(2) if discharged for just cause;(3) if voluntary termination of employment or abandonment occurs;(4) if a period of twenty-four (24) months elapses from the date of termination of Worksafe BC Workers' Compensation Board (WCB) wage loss and vocational rehabilitation benefits for a claim incurred while on the job at Vancouver Island University;(5) in the event that any of the circumstances in Article 13.3(a)(1), (2), and (4) and (5) occur.

	<i>Balance of Article to remain the same</i>
ARTICLE 15 – WORKLOAD (SEE LOA #5)	
Amended	<p>15.2 Contact Hours/Workweek</p> <p>(a) The normal workweek shall be Monday to Friday.</p> <p>(b) A full direct instructional workload shall be at a minimum of twenty (20) hours per week up to a maximum of twenty-five (25) hours per week, based on program norms (see Appendix J). Any exceptions to the program norms will require Executive approval. A non-instructional assignment shall be up to a maximum of thirty-five (35) hours per week. The number of hours per week for employees carrying both an instructional and non-instructional assignment shall be determined on a proportional basis. The rate of pay shall be as per the Salary Scale (Appendix A).</p> <p>(c) Direct instructional component will include:</p> <ul style="list-style-type: none">• classroom lectures;• shop and laboratory shop supervision and instruction;• classroom learning sessions;• seminar/tutorials/discussion groups. <p>Such assignments will be determined by the Dean, Director or Regional Campus Principal in consultation with instructors. If disagreement exists the matter shall be referred to the Labour Management Committee for further consultation.</p> <p>(d) Indirect instructional component will include:</p> <ul style="list-style-type: none">• student interviews;• posted office hours;• instructional advising, evaluation, and preparation;• administrative responsibilities;• curriculum maintenance and program enhancement;• professional development activities;• other duties directly related to instruction;• liaising on student placements and assessments. <p>Instructors are expected to attend department meetings and to participate in department initiatives. Department meetings will be arranged to accommodate the majority of instructors' teaching schedules.</p> <p>Such assignments will be determined by the Dean, Director or Regional Campus Principal in consultation with instructors. If disagreement exists the matter shall be referred to the Labour Management Committee for further consultation.</p>

	<i>Balance of article to remain the same</i>
ARTICLE 35 – CLASS SIZE	
Amended	<p>Where an instructor's class size is to be increased due to extraordinary circumstances, the maximum class size will be determined through consultation between with the Instructor, Chair, Dean and 7 Director or Regional Campus Principal. Where a determination is not made through consultation in accordance with the above, the instructor may refer the matter in writing (copy to Dean, Director or Regional Campus Principal and the Joint Labour Management Committee) to the Vice-President, or President, as applicable, for a final determination.</p> <p>The employer agrees to adhere to Worksafe BC regulation.</p>
ARTICLE 39 – TERM OF AGREEMENT	
Amended	<p>39.1 Duration</p> <p>This Agreement shall be binding and remain in effect from 12:01 a.m., April 1, 2010 to midnight, March 31, 2012. The Union and the Employer desire every employee to be familiar with the provisions, rights and obligations inherent in this Agreement. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to employees within sixty (60) calendar days from the signing of the Agreement.</p> <p>39.2 Notice to Bargain</p> <p>(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2011 but in any event, not later than December 31, 2011.</p> <p>(b) Where no notice is given by either Party prior to December 31, 2011, both Parties shall be deemed to have been given notice under this Article on December 31, 2011, and thereupon Article 39.3 of this Agreement applies.</p> <p>(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice-President or President as applicable.</p> <p>39.3 Commencement of Bargaining</p> <p>Where a Party to this Agreement has given notice under Article 39.2 of this Agreement the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.</p> <p>39.4 Changes in Agreement</p> <p>Any changes deemed necessary under this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.</p>

39.5 Agreement to Continue in Force

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

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

LETTER OF UNDERSTANDING

Re: Renewal of Outstanding Appendices, Memorandum of Understanding, Letter of Understanding

It is agreed between the parties that the following documents shall be renewed. Any of these appendices that are amended or materially affected by negotiations at the 2010 Common bargaining table shall be discussed and mutually agreed to between the local principles subject to approval of the Board and PSEA.

Appendix A1 – Provincial Salary Scale

Appendix A2 – 2% Salary Stipend

Appendix B – Employee and Family Assistance Program

Appendix D – Dispute referral Form

Appendix E – List of Arbitrators (JADRAC)

Appendix F1 – Registry of Laid Off Employees – Form 1

Appendix F2 – Registry of Laid Off Employees – Form 2

Appendix G – Medical Travel Referral Benefit

Appendix H – Dental Plan

Appendix I – Family Members for the purpose of Article 19.8 Compassionate Care Leave

(* BCGEU proposal on Appendix C & Appendix J)

Memorandum of Understanding # 1

Memorandum of Understanding #2 – ~~ESL~~ ELC Learning Centre

Memorandum of Understanding #3 – BCGEU Alternative Normal Work-Week Schedule (Article 15.2(e))

Letter of Understanding # 1 – Prior Learning Assessment

Letter of Understanding # 2 – Partial Sick Leave and Partial Disability benefits

Letter of Understanding # 3 – Faculty Professional Development Fund

Letter of Understanding # 4 – Joint Review Process of Health and Insurance Benefits

Letter of Understanding # 5 – Benefits Issues for Discussion by Joint Committee on Benefits Administration

Letter of Agreement # 1 - Teaching Scholars Academics Years ~~2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012~~

Letter of Agreement # 2 – Joint Housekeeping and Harmonization Committee

Letter of Agreement # 3 – On-Line Workload

Letter of Agreement # 4 – ~~Institutional Status Change~~

	<p>Letter of Agreement # 5 – Rationalization and Definition of Workload Letter of Agreement # 6 – Financial Incentive Letter of Agreement # 7 – Fiscal Dividend Letter of Agreement # 8 – Continuing Education The Centre for Continuing Studies Exception to Program Norm (Appendix J) Letter of Agreement # 9 – Suspension of Claiming Rights during Periods of Layoff Letter of Agreement # 10 – Suspension of Seniority Credit Adjustments Letter of Agreement # 11 – Continuation of IT Privileges for BCGEU Term Employees)</p>
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APPENDIX A1

Renewal and Housekeeping (dates only)	PROVINCIAL SALARY SCALE			
	Step	April 1, 2007 to March 31, 2008	April 1, 2008 to March 31, 2009	April 1, 2009 to March 31, 20120
	1	\$78,729	\$80,972	\$83,231
	2	\$74,795	\$76,366	\$77,970
	3	\$69,671	\$71,134	\$72,628
	4	\$66,819	\$68,223	\$69,655
	5	\$64,372	\$65,724	\$67,104
	*6	\$61,925	\$63,225	\$64,553
	7	\$59,477	\$60,726	\$62,002
	8	\$57,030	\$58,228	\$59,450
	9	\$54,583	\$55,729	\$56,899
	10	\$52,135	\$53,230	\$54,348
11	\$49,688	\$50,731	\$51,797	
*Maximum initial placement in category				

APPENDIX A2

Renewal and Housekeeping (dates only)	2% SALARY STIPEND			
		2% Stipend	2% Stipend	2% Stipend
	Step	2007/08	2008/09	2009/10
	1	\$80,303	\$82,592	\$84,896
2	\$76,291	\$77,893	\$79,529	

	3	\$71,064	\$72,557	\$74,080
	4	\$68,156	\$69,587	\$71,048
	5	\$65,659	\$67,038	\$68,446
	*6	\$63,163	\$64,490	\$65,844
	7	\$60,667	\$61,941	\$63,242
	8	\$58,171	\$59,392	\$60,639
	9	\$55,674	\$56,843	\$58,037
	10	\$53,178	\$54,295	\$55,435
	11	\$50,682	\$51,746	\$52,833
*Maximum initial placement in category.				

APPENDIX B – EMPLOYEE AND FAMILY ASSISTANT PROGRAM

Renewal	<p>Statement</p> <p>Both the Union and the Employer recognize that almost any human problem can be successfully treated provided it is identified in its early stages and referral is made to an appropriate treatment resource. This is true whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems, or other concerns. These concerns are serious health and behavioural problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families. The Union and the Employer have established a Joint Committee to implement the Employee and Family Assistance Program. This Committee will include members from the Union and representatives from the Employer. It must be recognized, however, that successful resolution of such problems requires a high degree of the employee's personal motivation and co-operation.</p> <p>Nothing in this statement or policy is to be interpreted as constituting a waiver of the Employer's right to take disciplinary measures, nor Unions' right to grieve, all within the framework of the Collective Agreement.</p> <p>Purpose</p> <p>The Employee and Family Assistance Program has been established to assist all employees who may have a personal problem which affects their job performance and help them to gain assistance at the earliest possible time before their condition renders them unemployable.</p> <p>Objectives</p> <ol style="list-style-type: none"> 1. To establish guidelines for dealing with personal problems that may cause declining work performance. 2. To inform employees and their families about the Program. 3. To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.
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4. To ensure that confidentiality is maintained.

Policy

1. This Program is in no way meant to interfere with the private life of the employee.
2. Voluntary Referral: The Union and the Employer agree to the earliest possible utilization of the Employee and Family Assistance Program on a voluntary basis for an employee showing indications of a personal problem which may affect job performance. Any employee who feels he/she has such a problem is encouraged to seek help, either through Employee and Family Assistance Program channels or privately. Any decision on the part of the employee to seek help will not interfere with his/her position or employment. Confidentiality will be maintained at all times.
3. Mandatory Referral: In the absence of a voluntary referral, and when unsatisfactory job performance persists, a referral will be made by the immediate supervisor to the assessment resource.
4. If the employee refuses the help that is offered, the employee will subject him/herself to normal disciplinary procedure.
5. Where the employee co-operates with assistance and/or treatment, the employee is to continue with the program to its completion. During treatment the employee is expected to maintain work performance at an agreed upon level. If, after a reasonable period of time (as recommended by the assessment resource), the employee is still unable to bring work performance up to an acceptable level, the employee will be subject to normal disciplinary procedures.
6. If periods of time off work are deemed necessary, this will be covered by the Collective Agreement Disability Plan as for any other illness.

Shop Steward

The shop steward plays a supportive role in the referral and rehabilitation of the Union member who has a personal problem.

Responsibilities of the shop steward

1. To understand fully the policy and referral procedures.
2. To encourage employees to use the Employee and Family Assistance Program voluntarily before mandatory referral becomes a necessity.
3. Upon request of a member, to become active in any interview so that both the Union and the Employer can offer help and direct the employee to enter the program.

	<p>4. To maintain absolute confidentiality.</p> <p>Union Representatives</p> <p>The Union's purpose in participating in this Program is to help facilitate the general well-being of the people it represents as well as to ensure that the rights of the individual members under the Collective Agreement are protected.</p>
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APPENDIX C – DEPARTMENTAL LISTING

Renewal and Housekeeping	Departmental Listing	Including
	Activity Assistant	
	Barber/Stylist	
	Business Programs	Micro Computer Applications Specialist/Applications Upgrade Applied Business Technology Applied Business Technology -On Line
	Career and Academic Preparation	ABE, Access, Employment and Life Skills Training (ELST), Literacy, Aboriginal Bridging Program
	Carpentry & Residential Construction	Foundation & Apprenticeship
	Continuing Education (as covered under Memorandum of Understanding #1)	
	Culinary Arts	Foundation & Apprenticeship
	Dental Assistant	
	Electrical Program	Foundation & Apprenticeship
	ESL English Language Centre (ELC)	ESL Programs
	Green Building and Renewable Energy Program	
	Hairdressing	
	Home Support/Resident Care Attendant	HS/RCA Refresher & Upgrading
	Horticulture	
	Industry Training	
	ITAS	
Log Scaling		

	Malaspina International High School	Malaspina High School
	Mechanical Programs	Appliance Repair Automotive Service Technician, Foundation & Apprenticeship Heavy Duty/Commercial Transport Mechanics, Foundation & Apprenticeship Heavy Equipment Operator HVAC, Foundation & Apprenticeship Power Sports and Marine Technician
	Practical Nursing	P.N. Refresher & Upgrading
	Professional Baking	Foundation & Apprenticeship
	Pulp and Paper Operations	
	Welding	Aluminium Boat Building

APPENDIX D – DISPUTE REFERRAL FORM

Renewal	Date: _____										
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	EMAIL									
<p>ARTICLE OF AGREEMENT IN DISPUTE:</p> <p>COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:</p> <p>STATEMENT OF ISSUE(S) IN DISPUTE:</p> <p>Signature: _____ Title: _____</p>										
FOR JADRC USE ONLY										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">DATE RECEIVED:</td> <td style="width: 50%;">DATE CIRCULATED:</td> </tr> <tr> <td>JOINT STATEMENT RECEIVED:</td> <td>EMPLOYER STATEMENT RECEIVED:</td> </tr> <tr> <td>UNION STATEMENT RECEIVED:</td> <td>REFERRED TO ARBITRATOR:</td> </tr> <tr> <td>FILE NUMBER ASSIGNED: #</td> <td></td> </tr> </table>			DATE RECEIVED:	DATE CIRCULATED:	JOINT STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:	UNION STATEMENT RECEIVED:	REFERRED TO ARBITRATOR:	FILE NUMBER ASSIGNED: #	
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UNION STATEMENT RECEIVED:	REFERRED TO ARBITRATOR:									
FILE NUMBER ASSIGNED: #										
APPENDIX E – LIST OF ARBITRATORS (JADRC)										
Renewal	<p>The following arbitrators are to be chosen in rotation as referenced in Articles 7.4(d) and 7.4(f).</p> <p style="margin-left: 40px;">Bob Blasina Joan Gordon Judith Korbin Chris Sullivan Colin Taylor</p> <p>This list may be amended at any time by the Joint Administration Dispute Resolution Committee.</p>									
APPENDIX F1 – REGISTRY OF LAID OFF EMPLOYEES – FORM 1										

Renewal	<p style="text-align: center;">PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS</p> <ol style="list-style-type: none">0. (For PSEA use only)1. College/University College/Institute and Location:2. Job Title:3. Area/Program/Discipline(s):4. Job Description:5. Minimum and Preferred Qualifications:6. Start Date:7. Close Date:8. Contact Person and Address:
APPENDIX F2 – REGISTRY OF LAID OFF EMPLOYEES – FORM 2	
Renewal	<p style="text-align: center;">PSEA REGISTRY OF ELIGIBLE EMPLOYEES</p> <ol style="list-style-type: none">0. (For PSEA use only:)1. College, University College, Institute:2. Registrant:3. Service Date (length of service):4. Program/Area:

	<p>5. Date of Availability (Lay-off or End of Contract):</p> <p>Registrant Electronic Resume available at:</p> <p>College/University College/Institute Contact Person:</p> <p>College/University College/Institute Contact Phone Number:</p> <p>Bargaining Unit Contact Person:</p> <p>Bargaining Unit Contact Phone Number:</p> <p>Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:</p> <p>I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.</p> <p style="text-align: center;">_____</p> <p style="display: flex; justify-content: space-between;">Signature of RegistrantDate</p>	
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APPENDIX G – MEDICAL TRAVEL REFERRAL BENEFIT

Renewal	Benefit Summary
	<p>Deductible Amount: None</p> <p>Benefit Amount: One hundred percent (100%) of eligible expenses</p> <p>Individual Maximum: Ten thousand dollars (\$10,000) per year</p> <p>Coverage Limitations:</p> <ul style="list-style-type: none"> • One hundred and twenty-five dollars (\$125) per day for a maximum of fifty (50) days per calendar year for all eligible expenses combined; • Where an employer requires it, receipts must be submitted with the expense claim; • Where the eligible expenses exceed one hundred and twenty-five dollars (\$125) per day, but do not exceed the average of one hundred and twenty-five dollars (\$125) per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are one hundred and fifty dollars (\$150) day one (1), one hundred and twenty-five dollars (\$125) day two (2) and

one hundred and sixty dollars (\$160) day three (3), a total of three hundred and seventy-five dollars (\$375) will be paid. Where the expenses claimed in a given calendar year are one hundred and fifty dollars (\$150) day one (1), seventy-five dollars (\$75) day two (2) and three hundred dollars (\$300) day three (3), a total of three hundred and seventy-five dollars (\$375) will be paid;

- Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;
- Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

List of Eligible Expenses

Medical Travel: When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a one hundred (100) kilometre radius of the employee's home campus, the following are included as eligible expenses:

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);
- Automobile use as set out in the Policy or Collective Agreement (as applicable).

Accommodation: Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

Meals: Where transportation has been provided above, reasonable and customary expenses for meals as set out in the Policy or Collective Agreement (as applicable).

Attendant: Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

Exclusions

No benefit shall be payable for:

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the Extended Health benefits, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;

	<ul style="list-style-type: none"> • Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy; • Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation; • Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay; • Charges which the administrator is not permitted, by any law to cover; • Charges for dental work where a third party is responsible for payments of such charges; • Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind; • Charges for services and supplies resulting from any intentionally self-inflicted wound; • Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society; • Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies. <p style="text-align: center;">Claims Adjudication</p> <p>To claim benefits, the employee or dependent must:</p> <ul style="list-style-type: none"> • Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form; • Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary; • Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.
APPENDIX H – DENTAL PLAN	
<p>Renewal</p>	<p>The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.</p> <p>The process for an individual faculty employee to have his/her teeth cleaned more frequently than every nine (9) months as provided by Article 23.4 is as follows:</p> <ul style="list-style-type: none"> • Faculty employee visits dentist as usual • Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months • Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning • Faculty employee or dentist submits the form to the insurance carrier as normal • The insurance carrier determines if the reasons set out by the dentist fit within the approved reasons under the Dental plan for having

	<p>teeth cleaned more frequently than every nine (9) months</p> <p>The Employers' approval of the more frequent cleaning is not required.</p>
<p>APPENDIX I – FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 19.8 COMPASSIONATE CARE LEAVE</p>	
<p>Renewal</p>	<p>1. The following “family members” are persons identified through their relationship to the employee.</p> <ul style="list-style-type: none"> • Spouse (includes heterosexual, common-law, and same-sex relationships) • Children • Children’s spouses • Step-children • Step-children-in-law • Siblings • In-law siblings • Parents • Step-parents • Parents-in-law • Grandparents • Grandchildren • Nieces/Nephews • Guardians • Step-siblings • Aunts/Uncles • Current or former foster-parents • Current or former foster children • Current or former wards • Current or former guardians • Spouse of sibling or step-sibling • Spouse of child or step-child • Spouse of a grandparent • Spouse of a grandchild • Spouse of an aunt or uncle • Spouse of a niece or nephew • Spouse of a current or former foster child • Spouse of a current or former guardian • Spouse of an employee’s current or former foster parent • Spouse of an employee’s current or former ward

	<ul style="list-style-type: none"> • Spouse of a person who is living with the employee as a member of the employee’s family <p>2. The following “family members” are persons identified through their relationship to the employee’s spouse</p> <ul style="list-style-type: none"> • Spouse’s parents or step-parents • Spouse’s siblings or step-siblings • Spouse’s children • Spouse’s grandparents • Spouse’s grandchildren • Spouse’s aunts or uncles • Spouse’s nieces or nephews • Spouse’s current or former foster parents • Spouse’s current or former wards <p>3. The following “family members” are deemed family members</p> <ul style="list-style-type: none"> • Any other person in the same household who is dependent upon the employee • Any person who lives with the employee as a member of the employee’s family • Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative
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APPENDIX J – BCGEU PROGRAM NORMS

Renewal and Housekeeping	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Program</th> <th style="text-align: right;">Teaching Norms (hpw)</th> </tr> </thead> <tbody> <tr> <td colspan="2">Career and Academic Preparation (CAP):</td> </tr> <tr> <td>CAP – Cowichan</td> <td style="text-align: right;">24</td> </tr> <tr> <td>CAP – Nanaimo</td> <td style="text-align: right;">24</td> </tr> <tr> <td>CAP – Parksville/Qualicum</td> <td style="text-align: right;">24</td> </tr> <tr> <td>CAP – Powell River</td> <td style="text-align: right;">22.66</td> </tr> <tr> <td colspan="2">Continuing Education (CE):</td> </tr> <tr> <td>CE – MOU #1 (various Programs)</td> <td style="text-align: right;">28***</td> </tr> <tr> <td colspan="2">Health:</td> </tr> <tr> <td>Activity Assistant (CE)</td> <td style="text-align: right;">28***</td> </tr> </tbody> </table>	Program	Teaching Norms (hpw)	Career and Academic Preparation (CAP):		CAP – Cowichan	24	CAP – Nanaimo	24	CAP – Parksville/Qualicum	24	CAP – Powell River	22.66	Continuing Education (CE):		CE – MOU #1 (various Programs)	28***	Health:		Activity Assistant (CE)	28***
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CE – MOU #1 (various Programs)	28***																				
Health:																					
Activity Assistant (CE)	28***																				

		Dental Assistant	20****
		Home Support/Resident Care Attendant	25*
		Practical Nursing	22**
		International:	
		English as a Second Language	20
		Malaspina International High School	25
		Science:	
		Horticulture	18***
		Trades:	
		Applied Business Technology (ABT)	25
		ABT – Online Delivery	25
		Automotive	25
		Barber/Stylist	25
		Carpentry & Residential Construction	25
		Culinary Arts	25
		Electrical	25
		Hairdressing	25
		Heavy Duty/Commercial Transport Mechanics	25
		Heavy Equipment Operator	25
		HVAC – Cowichan	25
		ITAS – <i>WAT Specialty</i>	20
		Power Sports & Marine Technician	25
		Professional Baking	25
		Pulp & Paper Operations	25
		Welding	25
		* 13/26 wks Theory @ 22 hpw + 13/26 wks Practice @ 28 hpw = 25 hpw weighted average.	
		** 30/52 wks Theory @ 18 hpw + 22/52 wks Practice @ 28 hpw = 22 hpw weighted average.	
		*** Approved exception to Program Norm.	
		**** (Formula to be added – Outstanding)	
		Annual Workload = FTE Value (See Definitions). Hours paid will be converted to an FTE value.	
		<u>Formula:</u> Number of Direct Hours / Program Norm x 28 hpw = FTE Value	

MEMORANDUM OF UNDERSTANDING #1	
Renewal and Housekeeping	<p>The Parties agree that BCGEU jurisdiction will extend to some vocational programming in the area of Centre for Continuing Studies, Education. During the life of this contract the Parties will operate a BCGEU jurisdiction program based on the undernoted premises:</p> <p>(a) Program or courses, of duration greater than twenty-four (24) hours and less than seventy (70) hours of combined direct and indirect instructional components, which are the same as or significantly similar to vocational programs contained in Malaspina Vancouver Island University base funded programs, including:</p> <ol style="list-style-type: none"> (1) Upgrading programs or courses; (2) Programs or courses which are a prerequisite for a Malaspina vocational program or course; (3) Programs which carry the certification of a recognized governing or regulatory agency. <p>(b) Programs, or courses which are a recognized part of a vocational program, of duration seventy (70) hours or greater of combined direct and indirect instructional components leading to a Malaspina Vancouver Island University Non-Credit Certificate.</p> <p>(c) Instructors, whether regular, term or auxiliary as appropriate, shall be compensated in total at the minimum step of the current salary grid for programs under this Memorandum of Understanding. However, instructors currently paid at a rate greater than the minimum step who are re-engaged during the current academic year to teach the same course(s) taught in the 1995/96 academic year will have their rate of pay red-circled and maintained.</p> <p>The Parties acknowledge that exceptions to the rules above may emerge dependent upon funding sources, contractual terms, and other reasons and agree that they will work in a reasonable and fair manner to find satisfactory solutions.</p> <p>The Parties will establish a joint sub-committee to review the application of this Memorandum of Understanding.</p>
MEMORANDUM OF UNDERSTANDING #2	
Renewal	<p style="text-align: center;">ESL ELC Learning Centre</p> <p>The Employer and the Union agree to allow volunteers to participate in the ESL ELC Learning Centre and classes under the conditions as set out below.</p> <ol style="list-style-type: none"> (1) Volunteer(s) will only attend regularly scheduled classes. For example, a volunteer would not conduct a class or run a learning centre on his/her own. (2) Volunteer(s) will only be in the classroom at the instructor's discretion. (3) Volunteer(s) will take direction from instructors.

	<p>(4) Any orientation or training that is identified as required will be undertaken prior to the volunteer participation in classroom activity.</p> <p>(5) Volunteer(s) will not be part of an ESL ELC training program to certify new ESL ELC instructors.</p> <p>(6) The use of volunteers will not reduce or cause a reduction to normal instructor workload assignments.</p> <p>This Agreement will be reviewed in one year from the date of signing.</p> <p>This Agreement will in no way prejudice any other Agreement between the Union and the Employer.</p>
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LETTER OF UNDERSTANDING 1

<p>Renewal and Housekeeping</p>	<p>Prior Learning Assessment Effective August 1, 2002</p>
	<p>Definition:</p> <p>Prior Learning Assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.</p> <p>The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.</p> <p>The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.</p> <p>Training in Prior Learning Assessment:</p> <p>An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to Employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.</p> <p>Process:</p> <p>PLA assignments for up to two (2) courses may be assigned to a full-time instructor as part of regular non-teaching responsibilities (Memorandum of Understanding - 12.2c, revised document). The number of PLA assignments included in regular non-teaching responsibilities will be pro-rated for less than full-term appointments (e.g., if half time – one (1) PLA assignment). PLA assignments which are part of normal non-teaching responsibilities are considered part of normal workload for full-time faculty with no additional compensation to individual faculty.</p> <p>NB: A PLA assignment is considered to be an assessment of one (1) student for one (1) course by one (1) instructor.</p> <p>PLA assignments beyond two (2) courses a year may be provided on a voluntary basis. Any individual full-time instructor may accept up to a maximum of ten (10) PLA assignments per year. Acceptance of PLA assignments for more than ten (10) courses in a year requires the written</p>

approval of the BCGEU shop steward and the Vice-President, Academic.

Additional PLA assignments (beyond two [2] courses) will be compensated as follows:

1. (a) A stipend of one hundred and twenty-five dollars (\$125.00) for a Full PLA Assignment (assignment includes advising, support, development of assessment tools and assessment) for one (1) student in one (1) course under seventy-five (75) hours.
 - (b) A stipend of two hundred and fifty dollars (\$250.00) for a Full PLA Assignment for one (1) student in one (1) course of seventy-five to one hundred and fifty (75 - 150) hours.
 - (c) A stipend of three hundred and seventy-five dollars (\$375.00) for a Full PLA Assignment for one (1) student in one (1) course over one hundred and fifty (150) hours.
2. A stipend of two hundred and fifty dollars (\$250.00) for one (1) student in a Clinical Workplace Based Assignment.
3. A stipend of four hundred and fifty dollars (\$450.00) for one (1) Comprehensive Assessment of one (1) student for three (3) or more courses.
4. A stipend of fifty dollars (\$50.00) for a PLA Challenge Examination involving a pre-existing format (with minor revisions to existing assessment tool) for one (1) course.
5. One hundred dollars (\$100.00) for a PLA Challenge Examination involving a customized format (exam designed specifically for individual assessment) for one (1) course.

The instructor will be paid the full amount of the appropriate stipend whether or not the student completes the PLA process. Payment to the instructor will be made on the first pay period following the confirmation of the student's PLA registration.

When PLA assignments in an instructional area exceed ten (10) course assignments, the Dean, Director or Regional Campus Principal may, at his/her discretion and with the mutual agreement of the faculty member and the Department Chair, provide release time in lieu of payment to a faculty member qualified to accept these assignments. Release time shall be negotiated by the Dean, Director, or Regional Campus Principal and faculty member involved, and will normally occur within the fiscal year in which it was earned.

Three (3) months prior to the expiry of this Letter of Agreement, a Joint Committee of the Union and the Employer will review the implementation of this agreement using data and input from the PLA Coordinator, Deans, Directors and Regional Campus Principals and the Union.

NB: The rates noted do not apply to instructors engaged under Memorandum of Understanding #1 – Continuing Education. PLA assignments under Memorandum of Understanding #1 – Continuing Education will be compensated at the instructor's hourly rate in programs such as, but not limited to, Professional Bartending, Animal Care Aide, Activity Aide and American Sign Language.

This agreement is subject to review during contract renewal discussions in 2010-11. Subject to the agreement of the parties, the language will, in whole or in part, be incorporated into the Collective Agreement.

LETTER OF UNDERSTANDING 2	
Renewal	Partial Sick Leave and Partial Disability Benefits
	<p>The Parties agree that it is in the interests of both the employee and the Employer to enable an employee to remain at work when the employee is only partially disabled.</p> <p>“Partially disabled” for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the Employer to conform to the configuration of faculty workload in the employee’s instructional or non-instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the Employer’s legal duty of accommodation.</p> <p>Determination of whether the employee is partially disabled as defined above shall be by the Short-Term Disability benefits carrier.</p> <p>An employee who is determined to be partially disabled will be entitled to sick leave under Article 23.6 on a pro-rated basis until the employee has satisfied the qualifying period for Short-Term Disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for Short-Term Disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.</p> <p>Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for Short-Term Disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.</p> <p>The employee is required to meet all application, reporting, and other requirements provided for in this Short-Term and Long-Term Disability benefits plans as applicable.</p> <p>The carrier’s approval of a partial Disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee’s subsequent claims for Short-Term Disability benefits will be automatically approved, nor does approval for Short-Term Disability benefits mean that the employee’s subsequent claim for Long-Term Disability benefits will be automatically approved.</p> <p>Additional information on the processes and criteria for partial sick leave and partial Disability benefits are set out in the document titled “Administration of Partial Sick Leave and Partial Disability Benefits”, which the Parties agree shall be part of the “Policies and Procedures” sections of the Disability Management Handbook for the Disability benefits plan set out in Article 23.6 of the Collective Agreement.</p>
LETTER OF UNDERSTANDING 3	
Renewal	Faculty Professional Development Fund
	<p>1. Purpose</p> <p>The Faculty Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.</p>

	<p>2. Process</p> <p>The Parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. Applications will be considered by the BCGEU Professional Development Committee in accordance with Article 19.16. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.</p> <p>3. Fund</p> <p>The Faculty Professional Development Fund will be set at point six of one percent (0.6%) of BCGEU faculty salary.</p> <p>To address employee's requirements for leaves that are requested outside of normal time limits. Long-term leaves will make up seventy percent (70%) of total monies allotted to assisted leaves and remaining thirty percent (30%) will be held to address short term leave requests that are two (2) weeks or less.</p> <p>Any funds left over will be carried over to the next fiscal year.</p>
<p>LETTER OF UNDERSTANDING 4</p>	
<p>Renewal</p>	<p style="text-align: center;">Joint Review Process of Health and Insurance Benefits</p> <p>The Parties to this Agreement recognize that the cost of benefits must be contained to ensure the long term sustainability of benefit plans.</p> <p>The Parties agree for the term of this Agreement to expand the mandate of the Joint Committee on Benefits Administration (JCBA) to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of Health and Insurance benefits. The Health and Insurance benefits to be included in the review include:</p> <ul style="list-style-type: none"> • Extended Health Care and Vision Care • Dental Plan • Group Life Insurance and Accidental Death and Dismemberment • Sick leave, Short-Term and Long-Term Disability <p>Receipt of Reports and Recommendations</p> <p>The recommendations of the JCBA will be presented to the Parties according to the following schedule:</p> <ol style="list-style-type: none"> 1) A preliminary report will be issued not later than twelve (12) months after the ratification of this Agreement; 2) A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued. <p>The JCBA's final report and recommendations will be referred to the Joint Administration and Dispute Resolution Committee (JADRC) for</p>

	<p>negotiation of a Letter of Understanding for the local Parties' ratification.</p> <p>The Parties agree that in the event that cost containment results in cost savings then a compensation trade-off among benefits may be negotiated.</p> <p>Funding</p> <p>Subject to the agreement of the Parties at JADRC, and upon the recommendation of the JCBA, the employers will, if and when required, pay such reasonable costs of the Committee's work on this project as may exceed the amount specified in Common Agreement Article 9.1.5.</p>
<p>LETTER OF UNDERSTANDING 5</p>	
<p>Renewal</p>	<p style="text-align: center;">Benefits Issues for Discussion by Joint Committee on Benefits Administration</p> <p>The Parties agree that the Joint Committee on Benefits Administration (JCBA) pursuant to its mandate under Article 9.1.2 of the Common Agreement shall review the following benefits with respect to whether any net zero improvements involving the benefits are possible:</p> <ul style="list-style-type: none"> a) hearing aid benefit b) medical travel referral benefit c) laser eye surgery and contact lenses d) professional services e) charge card for pharmaceuticals f) dental plan <p>processing of Short-Term Disability benefit claims</p>
<p>LETTER OF UNDERSTANDING 6</p>	
<p>New</p>	<p style="text-align: center;">BCGEU Collective Bargaining 2010 Compensation Re-opener</p> <p>The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.</p> <p>The Vancouver Island University agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Vancouver Island University/B.C. Government and service Employees' Union (BCGEU – Local 702) Collective Agreement arising from the current collective bargaining, the BCGEU – Local 702 will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.</p> <p>This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate and</p>

	<p>will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.</p> <p>The Letter of Understanding expires at midnight on March 31, 2012.</p>
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LETTER OF AGREEMENT 1

<p>Renewal and Housekeeping (dates only)</p>	<p>Teaching Scholars Academic Years 2007-08, 2008-09, 2009-10, 2010- 2011, 2011- 2012</p>
	<p>For the academic years 2007-08, 2008-09 and 2009-2010, 2010- 2011, 2011 – 2012 the Employer will provide release time of up to the equivalent of four (4) weeks of a BCGEU full-time instructional workload for "Teaching Scholars" to provide additional professional development, facilitation and leadership opportunities for instructional faculty. It is understood the approved release time may be shared between two (2) instructional faculty members in the BCGEU and/or MFA jurisdictions.</p> <p>The Teaching Scholars' responsibilities will have four (4) components:</p> <ul style="list-style-type: none"> • active participation on the Teaching and Learning Centre team, • organization and facilitation of professional development in the area of expertise, • consulting the individuals and/or departmental groups in the area of expertise, and • scholarly activity such as conference presentations, articles, etc. in the area of expertise. <p>BCGEU regular instructional faculty will be invited to apply to the Teaching Scholars Selection Committee, comprised of two (2) faculty members associated with the Teaching and Learning Centre and one (1) administrator appointed by the Vice-President, Academic. Applicants will be requested to indicate departmental support for their application and provide their semester availability.</p> <p>Teaching Scholars will be selected for specific areas of expertise. Examples include, but are not limited to, organization of a mentorship or peer coaching program; integrating technology with teaching and learning; internationalising the curriculum; curriculum development; assessment of learning.</p> <p>This initiative may continue only if sufficient funding is available and program evaluation supports continuation. This Letter of Agreement may be extended by mutual agreement of the Parties.</p> <p>Renew for effective dates: April 1, 2007 to March 31, 2010 April 1, 2010 to March 31, 2012.</p>

LETTER OF AGREEMENT 2	
Renewal	Joint Housekeeping and Harmonization Committee
	<p>The Parties agree that a Joint Committee will be established. The Committee will be comprised of two (2) Union representatives and two (2) Management representatives. The Committee will have two (2) areas of responsibilities (1) identify and implement housekeeping changes to the Collective Agreement and (2) identify and recommend harmonization language updates.</p> <p><u>Terms of Reference</u></p> <ol style="list-style-type: none"> 1. Housekeeping and harmonization language corrections will be cost neutral. 2. Housekeeping changes are minor corrections to the Collective Agreement that will not significantly alter the language or impact the related current practices and interpretations. Such corrections will be made by the committee and Human Resources will provide an electronic draft copy of these changes for the committee to finalize for the 2007 Collective Agreement. 3. Harmonization changes may require significant language alterations which could impact the related current practices and/or interpretations. Changes are based on the principle that any conflicting language in the Collective Agreement will be removed. Harmonization changes cannot involve the combination of pre-2004 and 2007 language, including portions, within an Article or Clause. The language will be modified only to the extent necessary to reflect the superior language. 4. Harmonization changes will be summarized by the Harmonization Committee as recommendations to amend the 2007 Collective Agreement, for approval by two (2) appointed representatives from each of the Parties in the 2007 bargaining process. 5. The Committee will submit the summary no later than June 30, 2007. 6. The approved recommendations will be incorporated into the 2007 Collective Agreement by Human Resources. Human Resources will subsequently provide an electronic Collective Agreement draft for confirmation by the Labour Management Committee. 7. Any disputes over housekeeping and harmonization changes will be referred to two (2) appointed representatives from each of the Parties in the 2007 bargaining process.
LETTER OF AGREEMENT 3	
Amended	On-Line Workload
	<p>The Parties agree to jointly undertake a review of how on-line instruction is operating in relation to Article 29.</p> <p>Any Dean who has an element of on-line instruction The Dean of Adult and Continuing Education will present a report to the Labour Management Committee before the end of June 201107. The Labour Management Committee will consider current practices in relation to Article 29 and provide recommendations to the Parties. Any changes pursuant to this Letter of Agreement will be implemented by March 31, 201208.</p>

LETTER OF AGREEMENT 4	
Deleted <i>(and consequential renumbering of remaining Letters)</i>	<p style="text-align: center;">Institutional Status Change</p> <p>In the event that the Government of British Columbia publicly indicates the intent to change the status of Malaspina University College, the Parties agree to strike a Joint Committee of four (4) representatives from each Party to:</p> <ul style="list-style-type: none"> a) Review the ramifications of the changed status on the terms and conditions contained in the Collective Agreement. b) Make joint recommendations to both Parties concerning the provisions which need to be reviewed, revised, amended, deleted, or added to in light of the changed status of the institution. c) In the absence of a joint recommendation(s), each Party's representatives on the Committee shall report to its principals its respective views on the issue(s) that no joint recommendation(s) could be achieved. <p>Following the completion of the above process, the Parties agree to meet and discuss potential changes to the Collective Agreement to reflect the changed status of Malaspina University College as a university.</p> <p>If an agreement can be reached, the Collective Agreement will be revised accordingly.</p> <p>If agreement cannot be reached, the matter will be addressed at collective bargaining commencing three (3) months prior to the expiry of the current Collective Agreement.</p> <p>All of the above is subject to any legislative provisions or limitations that may have an impact on collective bargaining or any bargaining unit structures that may be mandated by legislation.</p>
LETTER OF AGREEMENT 5	
Amended	<p style="text-align: center;">Rationalization and Definition of Workload</p> <p>The Parties agree that a Joint Committee of six (6) persons (three [3] representatives each) will be established to consider and make recommendations on the implementation of the workload framework developed in 2007 negotiations. This framework will be applicable to instructional employees covered by the Collective Agreement. Recommendations may include potential changes to affected Articles and the related system applications.</p> <p>The deliberations of the Joint Committee are subject to and shall be guided by the following goal, principles, terms of references and implementation considerations:</p> <p>Goal Provide a departmental annual workload in each program that allows instructors to provide high quality direct and indirect instruction in a</p>

viable timeframe to minimize burnout and inequities for and between instructors.

Principles

The principles facilitate instructors' engagement with their students, colleagues and the department.

1. The framework recognizes that there are two (2) components of instructional workload intended under Article 15:
 - a) a direct instructional component,
 - b) an indirect instructional component.

These components are separate from the established total non-instructional assignment.

2. Self direction is a key aspect to meet indirect instructional professional responsibilities.
3. Employees' rights and benefits are not compromised as a result of a change in workload factors. Specifically, no employee will gain or lose in the application of the workload framework.

Terms of References

The Committee will apply the following terms of reference.

1. Direct Instructional Component

In respect to Article 15.2, direct Instructional responsibilities include the following:

- classroom lectures;
 - shop and laboratory shop supervision and instruction;
 - classroom learning sessions;
 - seminar/**tutorials**/discussion groups.
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- Each program will establish an annual direct instructional workload.
 - Workloads will range between twenty (20) to twenty-five (25) hours per week and described as a percentage (%) of the Full Time Equivalency (FTE) allocation.
 - Current program direct instructional workloads that are under twenty (20) hours per week will be maintained.
 - Health programs will be based on an average workload consisting of clinical and class theory.
 - Overtime will be accrued based on direct instructional work in excess of one hundred percent (100%) FTE of the instructional workload in accordance with Article 16.

2. Indirect instructional Component

	<p>In respect to Article 15.2, self-directed indirect Instructional responsibilities include the following:</p> <ul style="list-style-type: none">• student interviews;• posted office hours;• instructional advising, evaluation, and preparation;• administrative responsibilities;• curriculum maintenance and program enhancement;• professional development activities;• other duties directly related to instruction;• liaising on student placements and assessments. <p>Instructors are expected to attend department meetings and to participate in department initiatives. Department meetings will be arranged to accommodate the majority of instructors' teaching schedules.</p> <p>3. Chairs and Non-Instructional Assignments</p> <ul style="list-style-type: none">• A Chair or non-teaching assignment is recognized as distinct from 1 and 2 above.• Assignments are structured on the basis of a maximum workload schedule of thirty-five (35) hours per week.• Overtime hours are accrued in excess of one hundred percent (100%) of the weekly maximum workload in accordance with Article 16.• Responsibilities for student assessments may be also assigned to this assignment. <p>4. Other Considerations</p> <ul style="list-style-type: none">• New or substantive curriculum development is recognized as beyond the workload stated in 1, 2 and 3 above.• New instructional assignments or substantive work projects beyond the normal department scope are funded separately.• A review process for workload concerns will be developed. The process will include the involvement of the supervisor, the opportunity for the employee to make a written response including possible impacts, and consideration by a third party. The review process does not limit the grievance process. <p>Implementation Process</p> <p>The following conditions will apply to the final implementation of the workload framework:</p> <ol style="list-style-type: none">i. An Executive Summary of recommendations to the definition of program workloads, Collective Agreement Article changes, Human Resources Integrated Systems (HRIS) technical requirements, and a review process will be provided to the Labour Management Committee and are subject to ratification by both Parties.ii. The recommendations are cost neutral.
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	<p>iii. The recommendations do not impact the extent of the funding of programs/courses that are dependent upon the provision of FTEs or similar funding measurements.</p> <p>iv. The work of the Joint Committee with its recommendations shall be completed no later than June 30, 2007.</p> <p>v. Subsequent approved HRIS changes, if any, will occur by December 2007.</p> <p>vi. A final report on the implementation outcomes, including identifying any unintended consequences for correction will be forwarded by the Committee to the Labour Management Committee.</p> <p>vii. All current alternate workweek arrangements will continue in accordance with Article 15.2.</p> <p>viii. Future alternate workloads with a proposed direct instructional workload not between twenty (20) to twenty-five (25) hours per week will require Executive approval.</p> <p>This letter will expire on March 31, 201240.</p>
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LETTER OF AGREEMENT 6

<p>Deleted (and consequential renumbering of remaining Letters)</p>	<p>Financial Incentive</p>
	<p>Each member of the bargaining unit employed by Malaspina University College on March 31, 2007 shall receive an incentive one-time payment if the bargaining unit's Memorandum of Agreement for its 2007-10 Collective Agreement with its Employer is signed by the Union and the Employer by March 31, 2007.</p> <p>The incentive payment shall be four thousand dollars (\$4,000) for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12) month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:</p> <ul style="list-style-type: none"> • maternity or parental leave • Short Term Disability leave • Long Term Disability or Workers' Compensation leave that commenced within the twelve (12) month period ending on the incentive eligibility date. <p>The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the Employer to determine and pay the payment amounts to employees. The Employer shall make every reasonable effort to make the incentive payment to employees no later than two (2) months following the applicable eligibility date specified above.</p>

LETTER OF AGREEMENT 7	
<p>Deleted (and consequential renumbering of remaining Letters)</p>	Fiscal Dividend
	<p>THE PARTIES AGREE AS FOLLOWS:</p> <p>Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of one hundred and fifty million dollars (\$150,000,000), surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.</p> <ol style="list-style-type: none">1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.2. The quantum of the Fund accessible for the Parties to this Agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:<ol style="list-style-type: none">i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of one hundred and fifty million dollars (\$150,000,000).ii. Only final surplus monies in excess of one hundred and fifty million dollars (\$150,000,000) will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed three hundred million dollars (\$300,000,000).iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., one hundred percent (100%) of the Fund will be available if one hundred percent (100%) of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.4. The Fiscal Dividend Bonus shall be a one time payment paid to each full time equivalent employee and paid to each part time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full time equivalent employee is a regular or non regular employee who worked on a full time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full time over this period shall be pro-rated for the fraction of a full time faculty workload that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:<ul style="list-style-type: none">• maternity or parental leave• Short Term Disability leave• Long Term Disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010

	<p>5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the Employer to determine and pay the Bonus amount to employees.</p>
<p>LETTER OF AGREEMENT 8</p>	
<p>Renewal and Housekeeping</p>	<p style="text-align: center;">Continuing Education The Centre for Continuing Studies Exception to Program Norm (Appendix J)</p> <p>The Parties to this agreement recognize that Continuing Education the Centre for Continuing Studies courses and programs are cost recovery and part time in nature that and have minimal, if any, indirect instructional components. They are often paid based on the number of students enrolled rather than on an instructional workload factor. As a result, they do not meet the model for establishing a direct instructional program norm (see Appendix J).</p> <p>The Parties agree, on an exception basis, without prejudice and without precedent, to continue the practice of a combined direct and indirect instructional workload based on twenty-eight (28) hours per week or fifty-six (56) hours biweekly, paid on an hourly rate, for Continuing Education the Centre for Continuing Studies courses and programs.</p> <p>This applies to those Continuing Education the Centre for Continuing Studies courses and programs covered under both the Memorandum of Understanding #1 and the normal BCGEU Collective Agreement provisions, such as Activity Assistant Certificate Program and Public Safety Communications Program.</p>
<p>LETTER OF AGREEMENT 9</p>	
<p>Renewal</p>	<p style="text-align: center;">Suspension of Claiming Rights during Periods of Layoff</p> <p>The Parties agree, on an exception basis, without prejudice and without precedent, to temporarily suspend claiming rights under Article 13.1(c) for additional Term workload in the same instructional program when a layoff notice has been issued within that instructional program (see Appendix C).</p> <p>This temporary suspension will provide the Dean, Director or Regional Campus Principal the opportunity to reassign the additional Term workload amongst the regular faculty members as a viable option to layoff. It is recognized that such reassignments would be the normal course of action for regular faculty members within the same headquarters and/or department within that instructional program seniority group, but where the regular faculty member subject to layoff notice is coming from another headquarters and/or department within that instructional program seniority group, this Letter of Agreement would apply.</p> <p>This Agreement will be reviewed in one (1) year from the date of signing.</p>

LETTER OF AGREEMENT 10	
<p>Renewal <i>(LOA occurred after 2007-2010 ratification)</i></p>	<p>Suspension of Seniority Credit Adjustments for employees on LTD beyond Change of Definition</p>
	<p>The Parties agree to suspend seniority credit adjustments, as provided for under BCGEU Article 19.3, for those BCGEU regular employees who are in receipt of Long Term Disability (LTD) benefits and have been deemed to be disabled from all occupations as a result of the "Change of Definition" (COD) decision by the disability benefits carrier, Manulife Financial. This seniority suspension is in effect commencing the first pay period in January 2009.</p> <p>Should an LTD-COD employee subsequently return to active VIU employment as a BCGEU regular member, the Human Resources Department will calculate and apply BCGEU seniority credits that would have otherwise been earned from the period that seniority credit adjustment were suspended to the date the employee returns to active employment.</p> <p>The intent of this agreement is not to remove any rights of the BCGEU member as a result of suspending his/her seniority credit adjustments.</p>
LETTER OF AGREEMENT 11	
<p>Amended <i>(LOA occurred after 2007-2010 ratification)</i></p>	<p>Continuation of IT Privileges for BCGEU Term Employees</p>
	<p>The Parties agree to provide a BCGEU Term Employee with continued access to the following VIU Information Technology services up to three six (3) 6 months following the end of his/her Term appointment with VIU:</p> <ul style="list-style-type: none"> • Email • Computer and network accounts, including access to course and students records systems. <p>The intent of this agreement is to allow sufficient time for a BCGEU Term employee to wrap up instructional duties at the end of the Term appointment and, if required, prepare for incoming classes for the start of the next Term appointment.</p> <p>This Letter of Agreement will expire on March 31, 2012.</p>
LETTER OF AGREEMENT 12	
<p>New</p>	<p>Re: ARTICLE 8 –RESPECTFUL WORKING ENVIRONMENT ARTICLE 9 - HARASSMENT</p>
	<p>The parties support a working environment that is free from personal harassment. For the purposes of Article 8 and Article 9, "bullying" shall be defined within personal harassment.</p> <p>In the view of the Parties, personal harassment, including bullying, is a serious issue. The Parties agree that wherever possible, a joint approach to address such issues is advantageous for all employees at Vancouver Island University. In that context, it is the intent of the Parties to work</p>

	<p>closely to both educate individuals as to personal harassment, including bullying, and to clearly indentify the processes that are available to complainants and respondents.</p> <p>The employer shall implement a training schedule to ensure that all persons in a supervisory role, including, but not limited to, excluded personnel, Program Chairs, Union Shop Stewards, and Executives receive training that:</p> <ul style="list-style-type: none"> • recognizes - through education, • prevents - through action, • educates - through protocols and resolution, • models – through demonstrating a leadership role, and • implements – though actions that support and realize resolutions <p>in eliminating and preventing personal harassment, including bullying, from occurring in our workplace.</p> <p>The Parties shall jointly agree on the trainer(s) and material content used for the training. Training shall commence no later than February 28, 2011. The Labour-Management Committee will be provided with regular reports regarding the training progress and have oversight on the program.</p> <ol style="list-style-type: none"> 1. The Parties agree to table possible trainers and content of courses at the Labour-Management Committee for discussion. 2. The Employer agrees to include bullying in its definition in Policy 21.05, as referred to in Article 9.3 of the Collective Agreement. 3. Personal harassment, including bullying, will be subject to all the procedures contained in Policy 21.05 and in Article 9 of the Collective Agreement. 4. A complainant, if not satisfied with the outcome of the above-noted procedures, can exercise his/her rights as per Article 10 and Article 1.5 of the Collective Agreement. <p><i>NOTE: Point #2 is subject to VIU Board approval.</i></p>
<p>MEMORANDUM OF AGREEMENT 1 <i>(Shown as MOU 3 on LOA-Renewal List)</i></p>	
<p>Renewal <i>(MOA occurred after 2007-2010 ratification)</i></p>	<p style="text-align: center;">BCGEU Alternative Normal Work-Week Schedule (Article 15.2(e))</p> <p>The Parties have agreed, on an exception basis, without prejudice and without precedent, to a non-standard averaging arrangement for an alternative work-week schedule, pursuant to BCGEU Article 15.2(e), for the Culinary Arts Program and the Professional Baking Program at the Nanaimo Campus. These two 2) Programs will be placed on a four (4) week alternate work-week cycle, whereby the full-time direct instructional hours per week will be increased from the Program Norm of 25 hours per week (Appendix J) to 26.25 hours per week (5.25 direct instructional hours per day), but will not exceed one hundred (100) hours of direct instruction in the four (4) week cycle. This arrangement is required in order to meet the operational needs of the institution and will provide Instructors in these two (2) Programs with one (1) day off-in-lieu of additional hours worked over and above the weekly Program Norm during each four (4) week work-week cycle.</p> <p>Current regular instructors have agreed to this alternate work week arrangement, in consultation with Management and the Union, and have been operating as such since the Fall 2007. This arrangement also applies to Term instructors for the duration for the Term appointment on a pro-rata basis, and the day(s) off-in-lieu will be scheduled by the Chair of the Program based on hours worked.</p>

MEMORANDUM OF AGREEMENT 4 <i>(to be renumbered as MOA 2)</i>	
New	<p style="text-align: center;">Bargaining Unit Work</p> <p>When the employer introduces a new program or alters any existing Vancouver Island University program(s), it shall notify the BCGEU in writing at the point a decision by the Vice President of Academic and Provost is made to implement. The written notice shall be provided to the BCGEU bargaining unit chairperson and include details of the altered or new program(s).</p> <p>The employer shall meet with the BCGEU within 7 days of the written notice to consult on the appropriate bargaining unit jurisdiction of the new or altered program(s) within the University. Should the union disagree with the jurisdictional placement of the new or altered program(s), it may pursue the matter through the Labour Relations Board.</p>
MEMORANDM OF AGREEMENT 3	
New	<p style="text-align: center;">Pilot Project ABE/Literacy – All 4 Campuses</p> <p>Timeframe: August 2011 – July 2012</p> <p>The Parties agree, given historical issues regarding workload in Adult Basic Education (ABE), to enter into a Pilot Project in ABE/Literacy. The principles are as follows:</p> <ol style="list-style-type: none">1. No net costs to the Employer.2. Without prejudice to either Party.3. The project will be evaluated by the Parties within the timelines indicated.4. Either Party can cancel this project, given appropriate notice, to take effect no sooner than the end of Spring 2012 semester.5. Both Parties are entering in to this pilot project in good faith and will support the pilot project to be successful.6. The Parties further agree that after the pilot has been evaluated and deemed successful, pilot projects can be considered in other areas, with the same restrictions as above. Other pilot projects for consideration may require different models to be developed because the Parties accept that programs have very different norms and very different operational requirements. <p><u>Structure and Criteria for Pilot Project – ABE/Literacy</u></p> <p>Discussion shall include the Chair, Faculty and Dean in order to determine the appropriate schedule to ensure that the following principles are met:</p> <ol style="list-style-type: none">1. 2 semester system/year2. Equivalent 4 courses per semester (which may include labs, learning centre, and tutorials)3. 6 hours per course4. 24 hours per week of direct instruction5. Annual Regular Full-Time workload (prorated for Regular Part Time employees)<ul style="list-style-type: none">• 36 weeks per year of direct instruction (as per Article 15.2)

- 4 weeks per year of Professional Development/Curriculum Development activities (as per Article 15.2 and LOA #5)
- 2 weeks per year non-instructional time (as per Article 30) for preparation of incoming and wrap-up of outgoing classes
- 1 week per year (as per Article 30) relaxed time between Christmas and New Year
- 8 weeks per year of vacation entitlement (as per Article 18.1)

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

Criteria for Professional Development and Curriculum Development

Four weeks of professional development/curriculum development leave shall be allocated to each Regular Full-Time employee. Regular Employees with part-time workload shall have their professional develop/curriculum development leave allocated on a pro-rata basis.

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

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

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

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

It is recognized that knowledge sharing is an essential part of ongoing learning. During the Fall 2012 preparation week, each regular instructor will provide a written summation of his/her curriculum development/professional development activity for peer sharing and reporting back to the Dean.

PILOT REVIEW

A. Pilot Review Criteria:

1. At the end of the Fall 2011 semester and/or the beginning of the Spring 2012 semester, there shall be a review of the implementation of the Pilot 2-semester model in ABE/Literacy.

A second review of the Pilot 2-semester model will be conducted after the end of Spring 2012 semester and no later than the end of June 2012.

2. Plans for curriculum development/professional development activities in the Pilot 2011 – 2012 year shall be delivered to the

	<p>Dean prior to the end of Fall 2011 semester for approval.</p> <p>3. Final outcome review of the Pilot Project will require at least the following:</p> <ul style="list-style-type: none">• Maintain the current level of student learning outcomes in ABE/Literacy programs.• Curriculum development/professional development activities, as previously approved by the Dean, have been completed or are under way for all regular faculty in ABE/Literacy. <p>B. <u>Pilot Review Committee:</u> The Committee will review, based on the aforementioned criteria, the success of the Pilot Project and make recommendations to the Principals.</p> <p>The Committee will be comprised of 3 Union members (as appointed by the Union) and 3 Management members (as appointed by Management, one of whom will be the Dean), and other consultants as required.</p>
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