

MEMORANDUM OF AGREEMENT

between

Vancouver Island University

(hereinafter called "the Employer")

and the

BC Government and Service Employees' Union (BCGEU) Local 702

(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 702 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01, 2014 AND EXPIRING MARCH 31, 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for sixty (60) months from April 01, 2014 to March 31, 2019 both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

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

5. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

Signed this 12th day of march, 2015.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Jamie Reed
Susan Fawcett
[Signature]
Sean Hattersen

BARGAINING REPRESENTATIVES FOR
THE UNION:

[Signature]
[Signature]
Gordon Baynard

APPENDIX "A"

Items flowing from the Common Agreement

Housekeeping

(T-Doc 1)

CA 1. *Last page of the Collective Agreement shall be amended as follows:*

SECTION II ~~2010-2012~~ 2014-2019 COMMON AGREEMENT

The Common Agreement between the following Employers (as represented by the Post-Secondary Employers' Association):

Camosun College
~~College of New Caledonia~~
~~College of the Rockies~~
~~Douglas College~~
~~North Island College~~
Northern Lights College
~~Nicola Valley Institute of Technology~~
Northwest Community College
Okanagan College
Selkirk College
~~Vancouver Community College~~

And the following Unions:

~~British Columbia~~ BC Government and Service Employees' Union (~~BDGEU~~) (BCGEU)
~~Federation of Post Secondary Educators (FPSE)~~

For your reference the current Common Agreement is available on the VIU (Vancouver Island University) website.

Vancouver Island University is not a party to the Common Agreement and it has no affect at Vancouver Island University.

T-Doc 2

CA 2. Article 8.4 (f) shall be amended as follows:

(f) List of Local Investigators

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

- ~~Judi Kerbin~~
- ~~Kate Young~~
- ~~John McConchie~~
- Marguerite Jackson
- Louise Pohl
- Betty Baxter
- Rebecca Frame
- Irene Holden
- Deborah Lovett
- Ana Mohammed
- John Sanderson

Substantive Items flowing from the Common Agreement:

T-Doc 18

xvi) **Article 7.4** : *Update language relating to the Joint Administration and Dispute Resolution Committee to reflect VIU's participation in the committee as a member of the sector, but not one of the parties to the Common Agreement. The substantive changes agreed to at the common table (deleting the joint jurisdictional dispute resolution process) that impact 7.4 (c) and (f) are also reflected.*

7.4 Joint Administration and Dispute Resolution Committee

(a) Formation and Composition

The Parties to this agreement will participate in the sector's ~~maintain a~~ Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.

(b) Operation

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either the employers or the Provincial Bargaining Council Party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the employers and the Provincial Bargaining Council Parties and will be recorded or confirmed in writing.

(c) Purpose

The purpose of JADRC is to:

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

(d) Common Agreement Dispute Resolution

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

JADRC will act as the registrar for referred disputes and will forward the matter to an Arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. The agreed to list shall be as set out by JADRAC. The arbitrators shall be chosen in

rotation from the list. A list of the arbitrators shall be provided to the Labour Management Committee once a year

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

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

(e) Process and Costs

A matter referred to an Arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the ~~local~~ Parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the employers and the Provincial Bargaining Council Parties.

An Arbitrator has the authority to order pre-hearing disclosure and to act as a Mediator provided such action does not unduly delay a decision.

Each ~~local~~ Party will be responsible for its own costs. The costs of the Arbitrator will be shared by the ~~local~~ Parties.

[(f) Deleted as per Common Agreement]

~~(f) — Jurisdictional Dispute Resolving Process~~

~~(1) — Preamble~~

~~The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.~~

~~The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the Employer introduces a new position or significantly revises an existing position.~~

~~(2) — Process~~

~~(i) — When requested, the Employer will provide a bargaining unit position or job description to the Union(s) certified at the institution. The Union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The Employer will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.~~

~~(ii) — For a new position or when a significant change has occurred, a local Party may request a meeting pursuant to Article 7.4(f)(2)(iii) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.~~

- ~~(iii) — When requested, the local Parties will meet within twenty one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.~~
- ~~(iv) — When there remains a dispute a local Party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.~~
- ~~(v) — The referral will include a brief outline of the particulars of the dispute, a summary of the Party's position on the matter and copies of documents upon which the Party intends to rely. A copy of the referral and documents will be sent to each Union certified and the Employer.~~
- ~~(vi) — The Umpire will convene a hearing within twenty one (21) days of receipt of the initial referral.~~
- ~~(vii) — The Umpire will direct an exchange of particulars and documents upon which the Parties intend to rely no later than seven (7) days prior to a hearing of the matter.~~
- ~~(viii) — The hearing will be expedited in all respects and conducted on an informal basis.~~
- ~~(ix) — The expenses and fees of the Umpire will be borne equally among the Parties involved in the dispute.~~
- ~~(x) — In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - ~~a. — job elements;~~
 - ~~b. — past practice;~~
 - ~~c. — impact on industrial relations;~~
 - ~~d. — community of interest;~~
 - ~~e. — employee preference, fairness and equity;~~
 - ~~f. — certification definition(s);~~
 - ~~g. — and such other factors as deemed appropriate by the Umpire.~~~~
- ~~(xi) — The Umpire will render a decision within twenty one (21) days after the conclusion of the hearing.~~
- ~~(xii) — The Parties will accept the decision as final and binding on each of them.~~

T-Doc 3

CA. 5 Letter of Understanding 3, Re: Expedited Arbitration be amended as follows, and will cease to be a Letter of Understanding and will be inserted into the collective agreement as follows:

LETTER OF UNDERSTANDING 3

Re: Expedited Arbitration

10.8 Expedited Arbitrations

(a) Where a difference arises ~~at an institution between the parties~~ relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either ~~parties~~ party may, after exhausting the steps of the grievance procedure under the agreement, notify the other party within ~~ten (10)~~ thirty (30) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

(b) Issues for Expedited Arbitration

- (1) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a ~~local~~ party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (2) Those grievances not suitable for resolution at expedited arbitration, as listed under section (b) (1) above, may be referred to arbitration under the provisions of the collective agreement.
- (3) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

(c) Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is first available to hear the grievance ~~within ten (10) calendar days of appointment~~, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Chris Sullivan
- Colin Taylor

- John Hall
- Mark Brown
- Marguerite Jackson

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

(d) Process

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

(e) Agreed Statement of Facts

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

(f) Written Submission

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

(g) Procedure

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

(h) Mediation

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

(i) Issuance of Decision

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

(j) Status of the Decision

- All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.
- Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

(k) Costs

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

(l) Authority of Arbitrator

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

T-Doc 36 – Monetary items

CA. 6 The parties agree to delete Article 19.4 (c)

- ~~(c) If a faculty member is disentitled or disqualified from Employment Insurance maternity or parental benefits, the faculty member shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the faculty member would have received if qualified for Employment Insurance benefits except where fifty two (52) weeks from the date of the birth or adoption has expired.~~

In exchange the deletion of Article 19.4 (c), effective February 1, 2017, the parties agree to amend Article 18.16 as follows:

18.16 Professional Development

(b) Faculty Professional Development Fund

(1) Purpose

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

(2) Process

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

(3) Fund

The Faculty Professional Development Fund will be set at zero point six percent (0.6%) of the BCGEU faculty salary. Effective February 1, 2017, the Faculty Professional Development Fund will be set at zero point seven percent (0.7%) of the BCGEU faculty salary.

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

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

(c) Definition

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

(1) studies, and

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

(d) Full-time Professional Development Leave

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

(2) The Committee will be comprised of:

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

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

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

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

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

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

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

(6) Accountability - it is the responsibility of the faculty members to prepare a report of leave activities and accomplishments within two (2) months following the completion of the leave for the appropriate Dean, Director or Regional Campus Principal Campus Academic Administrator who will ensure reporting to the University Board.

(e) Waiver of Tuition Fees for University Faculty Members Enrolling in Credit Courses

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

(f) **Waiver of Tuition Fees for University Faculty Members Enrolling in Continuing Education Courses**

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

The parties agree that effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable, and subject to the terms of the Extended Health Benefits plans.

The parties also agree that effective the first of the month following the date of ratification, the existing short term disability benefits (STD) cutoff date will be amended to be the date upon which the employee reaches age (70), or the date upon which the employee's employment terminates, whichever first occurs.

The parties also agree to amend Article 22 as follows:

22.3 Extended Health Benefits

The Employer pays, for eligible employees in accordance with Article 22.1, one hundred percent (100%) of the premium cost of the Extended Health Benefit plan.

1. Extended Health Benefits coverage shall provide for ninety-five percent (95%) reimbursement for all covered expenses in excess of a twenty-five dollar (\$25) deductible in a calendar year. Effective January 1, 2016, Extended Health Benefits coverage shall provide for ninety-five percent (95%) reimbursement for all covered expenses in excess of a fifty dollar (\$50) deductible in a calendar year. Covered expenses include, but are not limited to, eligible prescription drugs, ambulance charges and emergency medical expenses while travelling outside Canada. The maximum lifetime benefit is unlimited.
- ii.
 - (1) Vision care shall provide one hundred percent (100%) reimbursement up to a maximum of five hundred dollars (\$500) in a twenty-four (24) month period.
 - (2) Eye vision exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.
- iii. Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
- iv. Emergency Travel Assistance coverage shall provide twenty-four (24)-hour assistance to the employee and/or dependent(s) for locating medical care and arranging medical transportation during a medical emergency occurring almost anywhere in the world.
- v. Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

(Important to refer to electronic brochure for specific details of terms and limits.)

22.11 Joint Committee on Benefits Administration

(a) Committee Established

The Parties agree to participate in the post secondary sector's maintain a Joint Committee on Benefits. with four (4) members appointed by each side.

(b) Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to Health and Insurance benefits and Disability benefits including:

- (1) Comparison and analysis of contract administration and costs, using criteria developed by the committee.

- (2) Monitoring carrier performance including receiving reports from the plan administrator(s).
 - (3) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
 - (4) Tendering of contracts.
- Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

~~(e) Savings~~

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

(dc) Constraints (JCBA)

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of Health and Insurance benefits or Disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. ~~The Joint Committee shall be authorized to determine appropriate use of Article 22.11(c) savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.~~

(d) Costs of the Joint Committee

The Employers will pay up to fifty thousand dollars (\$50,000) for the costs of the Committee's operations, exclusive of salaries and benefits.

Wage Provisions

The parties agree to amend article 24.1 as follows:

24.1 Wages

For wages effective April 1, 2012⁴ to March 31, 2014⁹ and for the duration of this contract refer to Appendix A.

24.3 Chairs Stipend or Release Time

	April 1-14	April 1-15 ¹	Feb 1-16 ^{1,2,3}	April 1-16 ^{1,3}	Feb 1-17 ^{1,2,3}	April 1-17 ^{1,3}	Feb 1-18 ^{1,2,3}	April 1-18 ^{1,3}	Feb 1-19 ^{1,2,3}
More than 0.9286 FTE per week Teaching Assignment	\$112.60 bw	\$113.73 bw	TBD	\$114.30 bw	\$115.44 bw	\$116.02 bw	\$117.18 bw	\$117.77 bw	\$118.95 bw
More than 0.8571 FTE per week Teaching Assignment	\$ 56.31 bw	\$ 56.87 bw	TBD	\$57.15 bw	\$57.72 bw	\$58.01 bw	\$58.59 bw	\$58.88 bw	\$59.47 bw

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

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

²See Appendix A - Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

Appendix A (new)

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

- Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of ratification of the Memorandum of Settlement (whichever is later), all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2015 shall be increased by one percent (1%).
- Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which

were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend (see below).

- (c) Effective the first day of the first full pay period after April 1, 2016, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend (see below).
- (e) Effective the first day of the first full pay period after April 1, 2017, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend (see below).
- (g) Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Table A1, (Provincial Salary Scale) and Table A2 (2% Salary Stipend) which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend (see below).

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

ECONOMIC STABILITY DIVIDEND

1. Definitions

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

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

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

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

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

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

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

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

2. The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

- (i) February Budget - Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year- Real GDP published for the previous calendar year;
- (iii) November- Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;

(iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

(i) February 2015 - Forecast GDP for calendar 2015;

(ii) November 2016 - Real GDP published for calendar 2015;

(iii) November 2016- Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

(iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

(v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Table A1 Provincial Salary Scale

STEP	01-Apr-14 to 31-Mar-15	01-Apr-15 to 31-Jan-16	01-Feb-16 ^{1,2,3} to 31-Mar-16	01-Apr-16 ^{1,3} to 31-Jan-17	01-Feb-17 ^{1,2,3} to 31-Mar-17	01-Apr-17 ^{1,3} to 31-Jan-18	01-Feb-18 ^{1,2,3} to 31-Mar-18	01-Apr-18 ^{1,3} to 31-Jan-19	01-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
*6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

*Maximum initial placement in category.

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

²See above for Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

Table A2 2%Salary Stipend

STEP	01-Apr-14 to 31-Mar-15	01-Apr-15 ¹ to 31-Jan-16	01-Feb-16 ^{1,2,3} to 31-Mar-16	01-Apr-16 ^{1,3} to 31-Jan-17	01-Feb-17 ^{1,2,3} to 31-Mar-17	01-Apr-17 ^{1,3} to 31-Jan-18	01-Feb-18 ^{1,2,3} to 31-Mar-18	01-Apr-18 ^{1,3} to 31-Jan-19	01-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$88,343	\$89,227	TBD ³	\$89,672	\$90,569	\$91,022	\$91,932	\$92,392	\$93,316
2	\$82,759	\$83,586	TBD	\$84,004	\$84,845	\$85,269	\$86,122	\$86,552	\$87,418
3	\$77,089	\$77,860	TBD	\$78,249	\$79,032	\$79,426	\$80,221	\$80,622	\$81,428
4	\$73,935	\$74,674	TBD	\$75,048	\$75,798	\$76,178	\$76,940	\$77,324	\$78,097
5	\$71,226	\$71,938	TBD	\$72,298	\$73,021	\$73,386	\$74,119	\$74,490	\$75,234
*6	\$68,519	\$69,204	TBD	\$69,550	\$70,245	\$70,596	\$71,302	\$71,659	\$72,376
7	\$65,809	\$66,467	TBD	\$66,800	\$67,468	\$67,806	\$68,484	\$68,827	\$69,515
8	\$63,101	\$63,733	TBD	\$64,051	\$64,691	\$65,015	\$65,665	\$65,993	\$66,653
9	\$60,393	\$60,997	TBD	\$61,302	\$61,915	\$62,225	\$62,847	\$63,161	\$63,793
10	\$57,685	\$58,262	TBD	\$58,554	\$59,140	\$59,435	\$60,030	\$60,330	\$60,933
11	\$54,978	\$55,528	TBD	\$55,805	\$56,363	\$56,645	\$57,211	\$57,496	\$58,072

*Maximum initial placement in category.

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

²See above for Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

T-Doc 4

The parties agree to change the title from "Regional Campus Principal" to "Campus Academic Administrator" throughout the Agreement.

Example:

Article 11.2 Requirement of Writing

Notice of dismissal shall be in writing and shall set forth the reasons for dismissal. An employee who fails to report for duty for ten (10) consecutive working days, without informing the Vice-President, Academic, Dean, Director or ~~Regional Campus Principal~~ Campus Academic Administrator or in their absence the Director of Human Resources or designate of the reason for the absence, will be presumed to have abandoned the position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

T-Doc 5

Change "President of the Union" to "Staff Representative"

2.2 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the ~~President of the Union~~ BCGEU Staff Representative with a copy to the Bargaining Unit Chairperson.

The Employer agrees that a copy of any correspondence between the Employer or department official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the ~~President of the Union~~ BCGEU Staff Representative.

T-Doc 6

Change reference to Vice-President Administration and Bursar to Vice-President Administration

T-Doc 6

Update title of Vice-President, and update appropriate article reference.

Article 9.6 Step 3

If the grievance is not resolved at Step 2, the President of the Union, or designate, may present a grievance to the Vice-President Administration and ~~Bursar~~ at Step 3:

- (a) within fourteen (14) calendar days after the decision has been conveyed by the representative designated by the Employer to grievances at Step 2;
- (b) within fourteen (14) calendar days after the Employer's reply was due.

9.13 Policy Grievance

Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed at Step 3 with the Vice-President Administration and ~~Bursar~~ or the Union as the case may be.

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 44 10 of this Agreement.

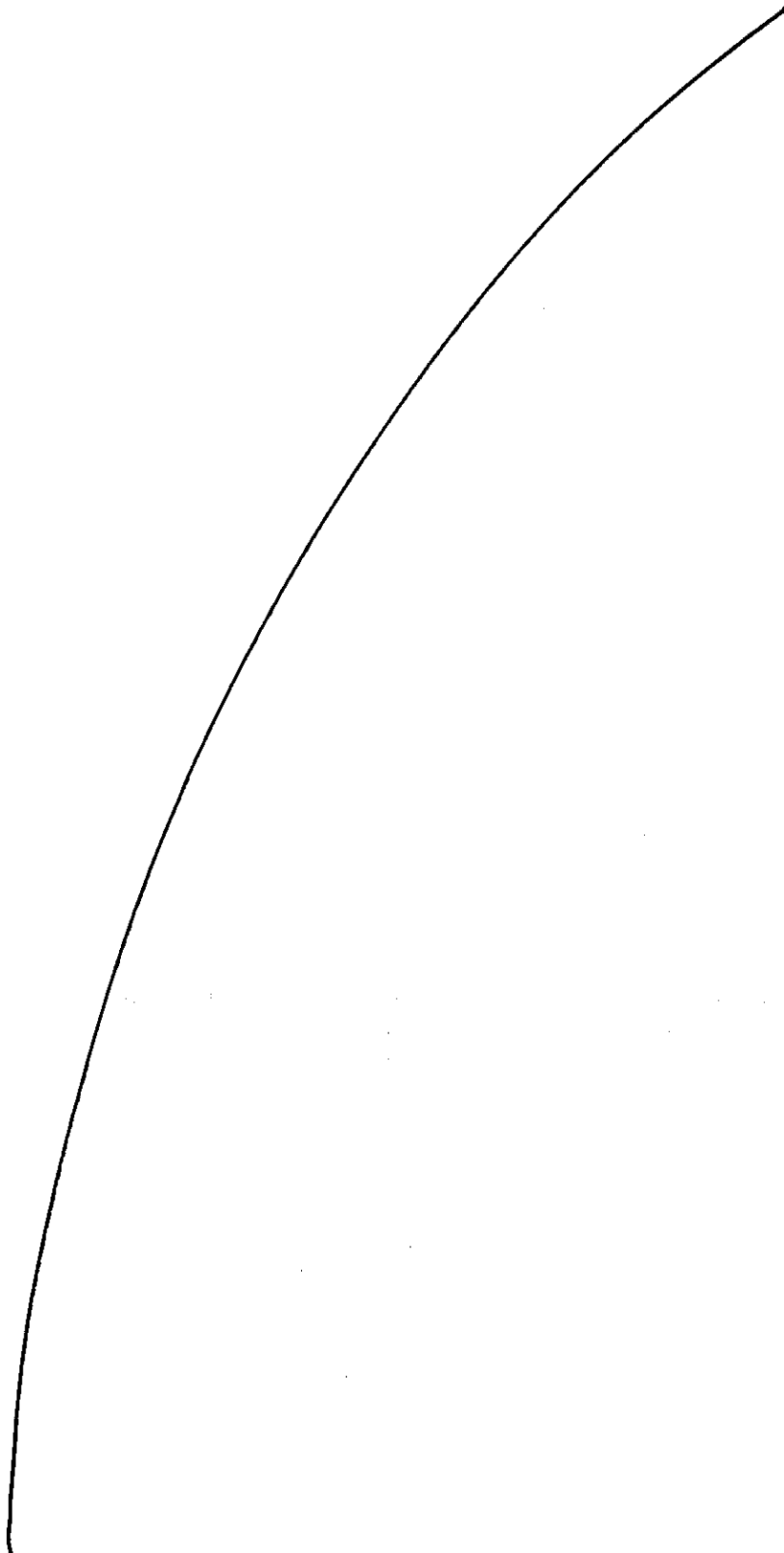
T-Doc 16

Change the words "employee" and "instructor" to "faculty member" or "faculty" where appropriate.

Example:

Front Cover of Collective Agreement

"B.C. Government and Service Employees' Union (BCGEU), ~~Instructors~~ Faculty— Local 702"



T-Doc 21

Correct reference to JCBA mandate in Article 22.6 (from Article 22.10 to Article 22.11)

Article 22.6 Disability Benefits

(h) The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 22.6(b) and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article ~~22.10~~ 22.11.

T-Doc 7

Delete language that refers to the creation of the British Columbia Family Day.

16.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
British Columbia Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

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

T-Doc 8

update reference to appropriate article in 15.7

15.7 Overtime Exemption

The Employer and the Union agree, when the Employer offers part-time instructors the opportunity to accept additional part-time auxiliary or term hours, merit considered, such assignments are exempt from overtime pay (as outlined in Article 15), provided they do not, in combination, exceed eight (8) direct instructional hours per day [as defined in Article 14.2~~(c)~~(b)] and the program norms biweekly (see Appendix I).

The Employer may decide to offer such assignments subject to the following considerations:

- (1) addresses the educational imperative of sound pedagogy;
- (2) results in effective delivery of instruction to students; and
- (3) is conducive to departmental effectiveness.

T-Doc 9

Add clarity to Article 20.3 Unsafe Working Conditions, and update reference to Health and Safety Services Advisors.

20.3 Unsafe Work Conditions

(a) Consistent with specific requirements of the WCB regulations, no employee shall be disciplined for refusal to work on a job that is deemed to be unsafe by: -

(1) a member of the bargaining unit who is a member of an Occupational Health and Safety Committee; or

(2) a person designated by an Occupational Health and Safety Committee;
or,

(3) a Coordinator Health and Safety Services Advisor.

(b) Where a condition has been deemed unsafe, in accordance with the above, employees will not be assigned to that site until conditions have been corrected.

T-Doc 10

Correct typo in article 24.5(2)(i) – "in" to "is"

(2) Experience: For initial placement on the scale, the following experience shall be recognized, providing minimum job requirements or the equivalent are met, by giving one (1) step on the scale for:

(i) Teaching Experience:

An equivalent of one (1) step for each year of teaching experience beyond two (2) in an approved university, university-college, college, technical institution, or vocational school or, in the case of high school related instruction in vocational, commercial, remedial and upgrading subjects.

All directly relevant teaching experience in the public school system will receive full credit.

Teaching experience less than three (3) years will be added to any industry experience and be subject to the four (4) year minimum experience and the two (2) years for one (1) increment.

Teaching non-credit courses ~~in~~ is not included.

T-Doc 11

Reflect name change of "Malaspina International High School" to "The High School at VIU"

Page v, Table of Contents

ARTICLE 35 – ~~MALASPINA INTERNATIONAL HIGH SCHOOL~~ THE HIGH SCHOOL AT VIU

Page xi index take off Malaspina International High School... move to page xiii and list as
The High School at VIU (Article 35).....59-60

Page 59 ARTICLE 35 – ~~MALASPINA INTERNATIONAL HIGH SCHOOL~~ THE HIGH SCHOOL AT VIU

35.1 Field Trips; Extra Curricular Programs and Activities; Student Teachers; Volunteers

The Employer and the Union agree to facilitate and enhance the operation of the ~~High School~~ The High School at VIU acknowledging the particular pedagogical dimensions of the ~~High School~~ The High School at VIU instructional services delivered to this unique international, school-aged population.

Page 60

In consultation with the faculty, the Principal of the ~~High School~~ The High School at VIU will place student teachers.

35.2 Principal's Teaching Assignment

The Employer and the Union agree that the Principal of the ~~High School~~ The High School at VIU may be expected to teach in the program to a maximum of one (1) course in two (2) of the three (3) semesters each academic year. This requirement is in recognition of the following points:

- (1) represents the current operating practices of both public and private small secondary schools;
- (2) addresses an economic and educational imperative of sound school administration at this level;
- (3) is advocated by the ~~High School~~ The High School at VIU Board

It is agreed that the performance of this teaching assignment will not result in the incumbent being placed in the bargaining unit or receiving BCGEU payment for this instruction.

The Employer agrees that the teaching assignment for the Principal may be reduced or eliminated in an academic year were such assignment to result in a reduction to the annual teaching workload for BCGEU faculty engaged in the ~~High School~~ The High School at VIU instruction.

It is agreed that the Principal will not teach in an area for which existing faculty are qualified and enabled by the timetable to teach the course. The timetable will be developed so as not to limit teaching opportunities.

Page 69

APPENDIX C

DEPARTMENTAL LISTING
The High School at VIU

Page 78

APPENDIX I
BCGEU PROGRAM NORMS
International
The High School at VIU

T-Doc 12

Change name of committee to reflect practice at VIU.

ARTICLE 36 - ESTABLISHMENT OF JOINT LABOUR MANAGEMENT COMMITTEE

36.1 Committee Composition of Labour Management Committee

There shall be established a Joint Labour Management Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) Employer representatives, and the maximum size shall be four (4) Employer representatives and four (4) Union representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

36.2 Meetings

The Joint Labour Management Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

36.3 Chairperson

An Employer representative and a Union representative shall alternate in presiding over meetings.

36.4 Committee Jurisdiction

This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (b) correcting conditions causing grievances and misunderstandings.

T-Doc 13

Move LOU #5 into the body of the agreement and clarify the IT services that are required.

12.12 Continuation of IT Privileges for BCGEU Term Faculty

BCGEU term faculty members shall be provided with continued access to VIU Information Technology services for up to six (6) months following the end of their term appointment to conclude instructional duties, or to prepare for subsequent term appointments.

~~LETTER OF AGREEMENT 5~~

~~Continuation of IT Privileges for BCGEU Term Faculty~~

~~The Parties agree to provide a BCGEU Term faculty member with continued access to the following VIU Information Technology services up to six (6) months following the end of his/her Term appointment with VIU;~~

- ~~• Email~~
- ~~• Computer and network accounts, including access to course and students' records systems.~~

~~The intent of this agreement is to allow sufficient time for a BCGEU Term faculty member 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.~~

~~This Letter of Agreement will expire on March 31, 2014~~

T-Doc 17

Move MOA #1 into the body of the agreement and clarify processes for when new positions are created that are not a result of a program change.

2.1 Bargaining Agent Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent on behalf of employees employed by Vancouver Island University for whom BCGEU has been certified as bargaining agent by the Labour Relations Board of BC.
- (b) When the employer introduces a new program or alters any existing Vancouver Island University program(s), it shall notify the BCGEU in writing at the point a decision by the Provost and Vice-President Academic is made to implement. The written notice shall be provided to the BCGEU bargaining unit chairperson and include details of the altered or new program(s).
- (c) 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.

MEMORANDUM OF AGREEMENT #1

Bargaining Unit Work

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

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

T-Doc 14

The Parties agree to amend article 9.11 as follows:

9.11 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, rejection of probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from other ~~an employee's dismissal or suspensions~~, the grievance may commence at Step 2 ~~3~~ of the grievance procedure within thirty (30) calendar days of the date on which the suspension occurred, or within thirty (30) calendar days of the employee receiving ~~notice of dismissal or~~ notice of suspension.

T-Doc 15

VIU 3:

The Parties agree to amend Article 11.4 and create a new 11.7 as follows:

11.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any arbitration any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

~~During normal working hours, and in the presence of a Human Resources Department staff member, every employee has the right of access to his/her personnel record.~~

11.7 Access to Personnel Record

During normal working hours, and in the presence of a Human Resources Department staff member, every employee has the right of access to his/her personnel record.

T-Doc 31

VIU 6

The Parties agree to amend article 30.3 as follows:

30.3 Term Appointment Vacancies

Once regular full-time employees have exercised their seniority in accordance with Articles ~~Clauses 12.10~~ 12.07(Layoff, Recall, Bumping Rights of Regular Employees) and 30.2 (Transfer), regular part-time employees will have access to claim additional term hours [per Clause 12.1(c)], to a maximum of full-time work, as available in the same instructional program (as listed in Appendix C). Term employees will then be given preference in respect of consideration for term appointment vacancies only, merit considered. Factors used to determine merit will be education, qualifications, skills, ability and experience and any other relevant matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the job requirements.

In the event that merit is assessed as relatively equal, seniority shall be the determining factor. The Employer agrees that the provisions of Clause 30.3 will not be utilized in order to avoid the Employer's obligation to convert temporary appointments to regular status.

VIU 7

T-Doc 22

The Parties agree to amend and renew Memorandum of Understanding #2 as follows:

MEMORANDUM OF UNDERSTANDING #2
ELC Learning English Language Centre (ELC)

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

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

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

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

T-Doc 19

VIU 8

The Parties agree to amend the definitions section of the collective agreement by clarifying the agreement to use a single term of "faculty member", to include "instructors", "vocational instructors", teachers at the High School at VIU, and other related positions that fall within the scope of the certification order.

"faculty member" means a person employed by VIU as an instructor, or in an equivalent position. For the purposes of this collective agreement "faculty member" also means "vocational instructor" as described in the Certification issued by the Labour Relations Board on October 22, 1974, and varied on September 11, 2008.

T-Doc 20

The Parties agree to create a new article 14.3, and delete MOU#3, and renumber article.

14.3 Curriculum Development and Professional Development

(consequential renumber of balance of article)

(a) Commitment to Curriculum Development and Professional Development

- (1) As part of the regular faculty schedule, four (4) weeks of curriculum and professional development time shall be allocated to each regular full-time faculty member annually. Regular faculty members with part-time workloads shall have their curriculum and professional development time allocated on a pro-rata basis.

(b) Plan Submission

- (1) Each regular faculty member shall submit to the respective Dean or designate a detailed curriculum and professional development plan. Each Faculty Council shall determine the appropriate due date for submission of curriculum and professional development plans within the Faculty.
- (2) Professional development activities will be directly relevant to the role of the regular faculty member including:
 - (i) Studies.
 - (ii) Experience in business, industry, community service, government or other educational institutions.
 - (iii) Preparing/reviewing course material outside of normal curriculum maintenance as per Article 14.2(j).
 - (iv) Workshops and conferences (presenting or attending).
 - (v) Other curriculum development and professional development activities as agreed to between the Dean and the regular faculty member.
- (3) Any change to the agreed-to plan must be made by mutual agreement with the Dean and faculty member.
- (4) In the absence of a curriculum and professional development plan, the Dean has the ability to assign curriculum and professional development activities.

- (5) Subject to operational needs and mutual agreement, a regular non-instructional faculty member and/or the Dean may request an alternate curriculum and professional development schedule.

(c) Approval Process

- (1) The Dean will track the usage of annual curriculum and professional development time.
- (2) There will be no carry-over of unused curriculum and professional development time allocation from one (1) year to the next.
- (3) Final approval of the plan is subject to the criteria set out in Article 14.3(f).

(d) Accountability

- (1) It is recognized that knowledge sharing is an essential part of on-going learning. Each regular faculty member will provide a written summation of his/her curriculum and professional activities for reporting back to the Dean.
- (2) Each Faculty will collaboratively determine how they wish to engage in peer sharing of their curriculum and professional development activities with their colleagues.
- (3) There shall be no net costs to the employer.
- (4) Program norms at Appendix I shall be respected.

(e) Semester System/Year Scheduling & Development

Discussion in the development of the system/year schedule, shall include the Chair, Faculty and Dean in order to determine the appropriate annual instructional delivery schedule to allow for curriculum and professional development time.

(f) Dispute Resolution Mechanisms

Where an agreement cannot be reached, either party may refer to the Labour Management Committee. The criteria for resolution of any dispute shall:

- (1) Ensure there have been no additional costs;
- (2) Maintain the current level of student learning outcomes in programs;
- (3) Maintain the student FTE delivery targets;
- (4) Maintain comparable student completion rates;
- (5) Be consistent with the factors set out in Article 14.3(b)(2).

T-Doc 23

The Parties agree to amend Article 12.7 by adding a new 12.7e) and delete Letter of Agreement #3 as follows:

12.7 e) Exceptional Efforts to Reduce Layoffs

- 1) Where a layoff notice has been issued, temporary suspension of claiming rights will provide the Dean, Director, or Campus Academic Administrator the opportunity to reassign the additional Term workload amongst the regular faculty members as a viable option to layoff.
- 2) Claiming rights under Article 12.1 (c) and preference for term appointment vacancies under Article 30.3 for additional Term workload in the same instructional program will be temporarily suspended when a layoff notice has been issued within that instructional program (see Appendix C).
- 3) Reassignments would be in the normal course of action for regular faculty members within the same headquarters and/or department within that instructional program seniority group; however, where regular faculty members are impacted by a layoff notice from another headquarters and/or department within that instructional program, claiming rights are suspended.
- 4) The suspension of claiming rights will be lifted when it is determined that the work cannot be used to mitigate a layoff.

LETTER OF AGREEMENT 3**~~Suspension of Claiming Rights during Periods of Layoff~~**

~~The Parties agree, on an exception basis, without prejudice and without precedent, to temporarily suspend claiming rights under Article 12.1(c) for additional Term workload in the same instruction program when a layoff notice has been issued within that instructional program (see Appendix C).~~

~~This temporary suspension will provide the Dean, Director or Regional Campus Principal the opportunity to reassign the additional Term workload amongst the regular faculty members as a viable option to layoff. It is recognized that such 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.~~

~~This Agreement will be reviewed in one (1) year from the date of signing.~~

T-Doc 24

The Parties agree to amend Article 14.2(b) as follows:

14.2 Contact Hours/Workweek

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

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

(1) Direct instructional component, which include the following responsibilities:

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

(2) Indirect instructional component, which include the following responsibilities:

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

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

(d) A Chair or non-instructional workload shall be up to a maximum of thirty-five (35) hours per week, and described as a percentage (%) of the Full Time Equivalency (FTE) allocation. Indirect instructional components may also be assigned to this workload. The rate of pay shall be as per the Salary Scale (Appendix A).

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

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

- (g) All faculty members are expected to attend department meetings and to participate in department initiatives. Department meetings and department initiatives will be arranged to accommodate the majority of faculty members' teaching schedules, not necessarily on the same day or time of the week.
- (h) Subject to departmental needs, an alternative direct instructional schedule for a normal work-week or biweekly pay period to a maximum as set out by the program norms (Appendix I), or seventy (70) hours for a non-instructional assignment, may be instituted by mutual agreement of the Dean, Director, or Regional Campus Principal and the employee.
- (i) If the department normally delivers direct instruction on an alternative four-day schedule, the fifth working day is normally scheduled for self-directed indirect instructional components.
- (j) New or substantive curriculum development is recognized as beyond the workload stated above. New instructional assignments or substantive work projects beyond the normal department scope will be funded separately.

T-Doc 25

The Parties agree to amend Article 28(a) as follows:

Article 28 DISTRIBUTED LEARNING

- (a) Distributed learning includes, both direct and indirect instruction, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.
- (b) In developing and offering distributed learning programs and courses, the Employer will plan in collaboration with the department or functional area and the faculty member(s) who will develop and/or deliver the program or course.
- (c) For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of the Employer within which a faculty member is appointed and assigned workload and may include geographic limitations.
- (d) Subject to mutual agreement, the Parties may develop criteria for the determination of the appropriate release time for the development, delivery and revisions of distributed learning programs or courses. ~~To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.~~
- (e) The Employer will provide the necessary technological and human resources for faculty members assigned to develop and deliver the program and courses.
- (f) The Employer will provide the necessary and appropriate training in the use of relevant educational technology for faculty members assigned to deliver distributed learning programs and courses.
- (g) Faculty members delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- (h) Faculty members shall not be required to deliver distributed learning programs/courses from their home. Faculty members delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- (i) Where a faculty member has been assigned an online course and agrees to the Employer's request to teach all or part of that course from home, the Employer shall provide the appropriate technology and pay for the reasonable and approved costs of delivering those courses from home.
- (j) No regular faculty member will be laid off as a direct result of the introduction of distributed learning or education technology.

T-Doc 26

The Parties agree to amend Letter of Understanding #1 as follows:

LETTER OF UNDERSTANDING 1

Prior Learning Assessment

Effective August 1, 2002

Definition:

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, and that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded will be done by ~~instructional or faculty staff members~~ who have the appropriate subject matter expertise, but other staff in the institution may have a supporting role in the process.

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.

Training in Prior Learning Assessment:

~~An employee~~ A faculty member 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.

Process:

PLA assignments for up to two (2) courses may be assigned to a full-time ~~instructor~~ faculty member as part of regular ~~non-teaching indirect instructional responsibilities (14.2(b)).~~ ~~(Memorandum of Understanding — 12.26, revised document).~~ The number of PLA assignments included in regular ~~non-teaching indirect~~ instructional responsibilities will be pro-rated for less than full-term ~~time~~ appointments (e.g., if half time – one (1) PLA assignment). PLA assignments which are part of normal ~~non-teaching indirect instructional~~ responsibilities are considered part of normal workload for full-time faculty members with no additional compensation to individual ~~faculty members~~.

NB: A PLA assignment is considered to be an assessment of one (1) student for one (1) course by one (1) ~~instructor~~ faculty member.

PLA assignments beyond two (2) courses a year may be provided on a voluntary basis. Any individual full-time ~~instructor~~ faculty member 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 approval of the BCGEU shop steward and the Provost and 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. A stipend of 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 faculty member will be paid the full amount of the appropriate stipend whether or not the student completes the PLA process. Payment to the instructor faculty member 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~~ Campus Academic Administrator 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~~ Campus Academic Administrator 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 2014. Subject to the agreement of the Parties, the language will, in whole or in part, be incorporated into the renewed Collective Agreement.~~

The parties agree to delete the current Memorandum of Understanding #1 and replace it with the following:

MEMORANDUM OF UNDERSTANDING #1
FOR COURSES AND PROGRAMS NOT APPROVED BY SENATE

BCGEU jurisdiction extends to some courses and programs which have not been approved by Senate.

(1) (a) Courses and programs appropriate for this memorandum are:

- i. developed for a sponsoring agency.
- ii. for upgrading of skills for employability or skill enhancement.
- iii. not a pre-requisite for regular programming.
- iv. not connected to, nor form a part of, courses and/or programs approved by Senate.

(b) For people employed in these courses and/or programs, only the following terms and conditions will apply:

i. Seniority

- a. Employees and faculty members (whether regular, term or auxiliary) employed under this memorandum shall accrue seniority only for the purpose of advancing on the salary scale as set out at (1)(b)(ii).
- b. Seniority accrued under this memorandum is not transferable.

ii. Salary

- a. Employees and faculty members (whether regular, term or auxiliary) shall be placed at the minimum step of the current salary grid for courses and programs under this Memorandum of Understanding.
- b. Upon accruing 1820 hours (as accrued in the Payroll system) the employee shall advance one increment step on the salary scale. An increment will be effective on the first day of the pay period following the date on which the increment is earned.
- c. Any work under this memorandum resulting in overtime shall be paid at straight time.

iii. Assignment of work

- a. Courses and programs include direct and indirect instructional components.
- b. The workload shall be based on the program norm of 28 hours per week or 56 hours bi-weekly.
- c. Seniority accrued by regular and term faculty members employed under this memorandum is not transferable to their regular position and will only be applicable as stated at (1)(b)(ii) of this memorandum.

- d. Regular or term faculty members may be employed under this memorandum, providing the hours do not conflict with the regular assignment. Any work resulting in overtime shall be paid at straight time.

iv. A travel stipend may be paid at the sole discretion of the employer.

- (2) (a) Community interest courses and/or programs are excluded from this memorandum. Community interest courses and programs have:

- i. no assessment.
- ii. no certificate, other than for participation.
- iii. no record of learning outcomes.

- (b) Employees hired to instruct these courses and/or programs are outside the jurisdiction of the Collective Agreement.

(3) Exceptions

- (a) Fee for service or contractor status
- (b) Special expertise/"name" speaker
- (c) Brokered programs for other institutional education providers
- (d) Co-sponsored/partnership courses
- (e) Guest lecturers

It is recognized that these exceptions should be reviewed, from time to time, by the Labour Management Committee. Any changes to the list of exceptions shall be by mutual agreement.

(4) Accountability

In order to satisfy the intent of this memorandum, the Labour Management Committee will ensure accountability through reporting and transparency. The Committee will be provided with the following:

- (a) Annually, a report consisting of the following:

- i. List of people (names)
- ii. Hours worked
- iii. List of courses and programs
- iv. Rate of pay
- v. Start and end dates
- vi. Exceptions and rationale

- (b) Quarterly, the following information will be provided:

- i. All courses and programs offered in the previous quarter. Quarterly reporting dates are October, January, April, and July.

The Committee, by mutual agreement, may vary these reports.

T-Doc 30

The parties agree to amend the following consequential amendments flowing from the re-written MOU #1 as follows:

14.6 Continuing Education MOU#1 – Professional Development and Training

Employees covered by this Agreement may be given the opportunity to teach Continuing Education Professional Development and Training courses for which they are qualified. It is understood that such instruction will not qualify for premium rates.

18.16 Professional Development

(e) Waiver of Tuition Fees for University Faculty Members Enrolling in Continuing Education Courses Professional Development and Training

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

32.2 Travel Stipend for Continuing Education Faculty Members

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

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

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

LOA #2 Continuing Education Exception to Program Norms

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

~~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 courses and programs. This applies to those Continuing Education courses and programs covered under both the Memorandum of Understanding #1 and the normal BCGEU Collective Agreement provisions.~~

T-Doc 28

The parties agree to a new letter of understanding (to be numbered appropriately)

Letter of Agreement

Commitment to Support the Professional Practice of Faculty Members

The parties agree to the following:

1. A sub-committee of Labour Management will be struck to develop a process to support and provide feedback for the professional practice of faculty members.
2. The sub-committee will develop terms of reference. The scope of the committee's work will include:
 - a. a plan detailing the methodology to develop the process;
 - b. a description of the resources required to support the sub-committee's work; and
 - c. a timeframe for the proposed plan's completion.
3. The process will adhere to the following principles:
 - a. Supportive of a meaningful dialogue between the faculty member and the University.
 - b. Gathering of feedback from a wide variety of sources, including but not limited to, students (in context and where appropriate), the faculty member, colleagues, chairs and deans.
 - c. Inclusion of Curriculum Development and Professional Development plans in the contributions of the faculty member to the department and/or to the University.
 - d. Recognition and celebration of professional practices.
 - e. Identification of goals and desired outcomes of the faculty member and the University.
 - f. Provision of timely feedback, at least once every two years, but more often if appropriate resources are available.

The terms of reference will be presented to the Labour Management Committee for review and approval no later than November 30, 2015.

T-Doc 29

The parties agree to amend Memorandum of Agreement #2 as follows:

MEMORANDUM OF AGREEMENT #2

Re: 2012 BCGEU Faculty Common Table - Harassment

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

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

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

T-Doc 32

The parties agree to amend article 15.4 as follows:

15.4 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime after:
 - (1) Five (5) hours of direct instructional work on a regular scheduled workday, or
 - (2) up to eight (8) hours per day if on an alternate workweek, or,
 - (3) for less than full-time work as set out at Article 15.7 (requires mutual agreement) or, with mutual agreement 14.2(c), less than full-time;
 - (4) seven (7) hours per day for a non-instructional assignment.
- (b) An employee will be entitled to compensation for authorized overtime after E
exceeding the direct instructional program norm (see Appendix I) for the week or
biweekly period, or thirty-five (35) hours of work per week for a non-instructional
assignment (as defined in Article 14.1(b)) or seventy (70) hours in a biweekly pay
period. The rate of pay shall be maintained as per Appendix A.
- (c) Overtime premiums for employees carrying an instructional and non-instructional
assignment shall be determined on a proportional basis based on a combined
full-time appointment.
- (d) It is understood and agreed that the provisions made to this Agreement regarding
non-instructional assignments shall become effective for any postings and
subsequent appointments which occur after the effective date of the revised
Collective Agreement.

T-Doc 33

The parties agree to amend and update article 30.1 as follows:

30.1 Job Postings

- a. Where a regular or term job vacancy within the bargaining unit except short term vacancies not to exceed thirty (30) continuous working days is to be filled, notice shall be posted on ~~the appropriate bulletin boards, and on the internet~~ (<http://www.mala.ca.viu.ca>) for a minimum period of ~~five (5) working~~ seven (7) calendar days.
- b. A copy of the appointment letter ~~job posting~~ noting the successful applicant will be forwarded to the bargaining unit chairperson ~~campus Shop Steward~~ after the close of each competition.
- c. ~~The Union will provide to the Employer a list of campus shop stewards.~~ Stewards will be given access to BCGEU Web Reports through Stargarden.
- d. ~~However, when term employees faculty, through length of service are eligible for probationary status and new positions are created by the Board, these vacancies will not be subject to posting, subject to Article 12.10 herein.~~
- d. Work that faculty members are regularized into is not subject to posting.
- e. Work will not be posted until eligible faculty members who are affected by layoff under Article 12.10 are considered.

T-Doc 34

The parties agree to a new article 30.2, renumber the subsequent clauses in the article, and update and amend article 30.4 as follows:

30.2 The employer has the responsibility to set position qualifications. Position qualifications will be set in good faith and reflect the program needs.

30.2 3 Transfers

Current regular employees will be given seniority preference in respect of transferring into vacancies within the bargaining unit, merit considered. Factors used to determine merit will be educational qualifications, skills, ability and experience and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the job requirements.

30.3 4 Term Appointment Vacancies

Once regular full-time ~~employees~~ faculty members have exercised their seniority in accordance with Clauses 43 12.1(c) (Seniority Defined – Additional Hours), 12.10 (Layoff Reinstatement of Regular Faculty Employee) and 304.2 (Transfer), regular part-

time faculty members ~~employees will have access to~~ may claim additional term hours [per Clause 123.1(c)], to a maximum of full-time work, as available in the same instructional program (as listed in Appendix C).

Term faculty members ~~employees~~ will then be given preference in respect of consideration for term appointment vacancies only, merit considered. Factors used to determine merit will be education, qualifications, skills, ability and experience and any other relevant matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the job requirements.

In the event that merit is assessed as relatively equal, seniority shall be the determining factor. The Employer agrees that the provisions of Clause 304.4 will not be utilized in order to avoid the Employer's obligation to convert temporary appointments to regular status.

The parties agree to amend Article 2.11 as follows:

2.11 Selection of University President, Academic Administrators and Chairs

1) Selection of University President

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

(b) Once committee size is determined by the University Board, it is recommended that union representation be proportional to the bargaining units' respective memberships. In addition, it is recommended that there is no less than one BCGEU appointee in addition to the named appointees as set out in the VIU Board Bylaw #17 – Recruitment of the President (dated March 25, 2010).

(c) At the time of the creation of the Selection Committee, the respective membership of each bargaining unit shall be confirmed on the basis of a count of employees. The accounting shall be used to establish each bargaining unit's respective membership stated in 2.11 (1) (b).

(2) (b) Selection of the Provost and Vice-President Academic, Vice Presidents, Associate Vice Presidents, and Executive Directors with instructional responsibility

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

(3) Appointment of other Academic Administrative Positions (eg. Deans, Associate Deans, Academic Administrators and Directors with Academic Responsibilities)

(a) It is the responsibility of the selection committee to advise the President on the selection and appointment of Academic Administrators. It is recognized that such persons should be appointed only after wide consultation within the University community, and specifically after consultation with the members of the Faculty or area(s) affected or impacted by the position under consideration.

(b) In order to assist the University in this task, a selection committee will be constituted which shall include 66% representation allocated to the bargaining units in proportion to the union members affected or impacted by the position under consideration.

(c) At the time of the creation of the Selection Committee, the respective membership of each bargaining unit shall be confirmed on the basis of a count of employees in the affected area or Faculty. The accounting shall be used to establish each bargaining unit's respective membership stated in 2.11 (3) (b).

(4) Selection and Appointment of Chairs

(a)(e) Selection and appointment of Chairs is the responsibility of the appropriate administrator. A Union representative, appointed by the Union and the appropriate administrator, will participate in the process of selection.

(b)(d) These appointments will be for two (2) years with two (2) one (1)-year extensions possible at the discretion of the appropriate administrator.

The parties agree to amend and renew Appendix C as follows:

**APPENDIX C
DEPARTMENTAL LISTING**

Faculty	Departmental Listing	Including
<u>Academic and Career Preparation</u>	<u>Aboriginal Bridging Programs</u>	<u>University and College Entrance Preparation, Aboriginal University Bridging Program</u>
	<u>Adult Basic Education</u>	
	<u>Academic and Career Preparation</u> <u>Adult Special Education</u>	<u>ABE, Access Employment and Life Skills Training (ELST), Workplace Essential Skills and Training (WEST), Literacy, Aboriginal Bridging Program, Employability Skills</u>
	<u>Literacy</u>	<u>Volunteer Tutor Program</u>
<u>Health & Human Services</u>	<u>Activity Assistant</u>	
	<u>Dental Assistant</u>	
	<u>Health Care Assistant</u>	<u>HCA Refresher & Upgrading</u>
	<u>Practical Nursing</u>	<u>P.N. Refresher & Upgrading</u>
	<u>Professional Development & Training</u>	<u>Activity Assistant</u> <u>Animal Care Aide</u> <u>Community Mental Health Worker</u> <u>Dental Office Receptionist</u> <u>Foundations in Mental Health</u> <u>Hospital Unit Coordinator</u> <u>Medical Office Assistant</u> <u>Medical Device Reprocessing Technician</u>
<u>International Education</u>	<u>English Language Centre (ELC)</u>	<u>English as a Second Language Program (ESL)</u>
	<u>Malaspina International The High School at Vancouver Island University</u>	<u>Malaspina High School</u>
<u>Trades & Applied Technology</u>	<u>Mechanical Programs</u> <u>Automotive Service Technician</u>	<u>Appliance Repair</u> <u>Automotive Service Technician,</u> <u>Foundation & Apprenticeship</u> <u>Heavy Duty/Commercial</u> <u>Transport Mechanics,</u>

<u>Faculty</u>	<u>Departmental Listing</u>	<u>Including</u>
		Foundation & Apprenticeship Heavy Equipment Operator HVAC, Foundation & Apprenticeship Power Sports and Marine Technician
	Barber/Stylist	
	Business Programs	Micro Computer Applications Specialist/Applications Upgrade Applied Business Technology Applied Business Technology – On Line
	Carpentry & Residential Construction	Foundation & Apprenticeship, Residential Building Maintenance & Repair
	Culinary Arts	Foundation & Apprenticeship
	Driver Training	
	Electrical Program	Foundation & Apprenticeship
	Green Building and Renewable Energy Program	
	Hairdressing	
	Heating, Ventilation, & Air- Conditioning/Refrigeration (HVAC)	Foundation & Apprenticeship
	Heavy Equipment Operator	
	Heavy Mechanical Trades Heavy Duty/Commercial Transport Mechanics	Foundation & Apprenticeship
	Horticulture	
	Industry Training	
	Information Technology and Applied Systems (ITAS)	
	Log Sealing	
	Motorcycle and Marine Technician	Foundation & Apprenticeship
	Power Engineering	
	Professional Baking	Foundation & Apprenticeship
	Professional Development & Training	Esthetics
	Pulp and Paper Operations	
	Welding	Foundation & Apprenticeship
<u>Various</u>	Continuing Education Professional Development &	

Faculty	Departmental Listing	Including
	Training (as covered under Memorandum of Understanding #1)	

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The parties agree to amend and renew Appendix I as follows:

APPENDIX I

BCGEU PROGRAM NORMS

Program	Teaching Norms (hpw)
Academic and Career Preparation (ACP):	
ACP – Cowichan	24
ACP – Nanaimo	24
ACP – Parksville/Qualicum	24
ACP – Powell River	22.66
Adult Special Education	24
Adult Basic Education	24
Aboriginal Bridging Programs	24
Literacy	24
Health & Human Services:	
Activity Assistant (CE PD&T)	28***
Dental Assistant	20
Health Care Assistant	25*
Practical Nursing	22**
International:	
English as a Second Language	20
Malaspina International The High School at VIU	25
Trades & Applied Technology:	
Applied Business Technology (ABT)	25
ABT – Online Delivery	25
Automotive	25
Barber/Stylist	25
Carpentry & Residential Construction	25
Culinary Arts	25
Electrical	25
Esthetics	25
Hairdressing	25
Heavy Mechanical Trades Duty/Commercial Transport Mechanics	25
Driver Training/Air Brakes	28
Heavy Equipment Operator	25
Horticulture (effective April 1, 2013)	18***
HVAC – Cowichan	25

ITAS — <i>WAT Specialty</i>	20
Motorcycle Power Sports & Marine Technician	25
Power Engineering	25
Professional Baking	25
Pulp & Paper Operations	25
Welding	25
Professional Development & Training (MOU#1)	
Continuing Education (CE):	
PD&T-CE— MOU #1 (Various Programs)	28***

* Health Programs Teaching Norms are based on an annual weighted average workload consisting of practical/clinical and class theory.

**** 22 hours is the program norm for the Practical Nursing Program**

This is based on a weighted formula of combined direct instruction comprised of theory and practicum with a maximum of 832 workload hours annually for direct instruction over an annual 38 week period. For example faculty may work up to 20 hpw theory or up to 28 hpw practicum/clinical to reach an annual weighted average of 22 hours per week as the program norm. The program norm should not be met by practicum supervision only, and the department chair will endeavor to distribute the workloads equitably.

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

Formula: $\text{Number of Direct Hours} / \text{Program Norm} \times \text{Common Denominator Factor} = \text{FTE Value}$

*** Approved exception to Program Norm.

VIU 9

The parties agree to renew the following:

Appendix B, Employee and Family Assistance Program
Appendix D, Dispute Referral Form
Appendix E1, Registry of Laid Off Employees – Form 1
Appendix E2, Registry of Laid Off Employees – Form 2
Appendix F, Medical Travel Referral Benefit
Appendix G, Dental Plan
Appendix H, Family Members for the purpose of Article 18.8 Compassionate Care Leave
LOA#4, Suspension of Seniority Credit Adjustments for Employees on LTD beyond Change of Definition
LOU#2, Partial Sick Leave and Partial Disability Benefits

The parties agree to delete the following:

MOU#3 Pilot Project ABE/Literacy – All 4 Campuses
LOU#3, Expedited Arbitration
MOA#1 Bargaining Unit Work
LOA #1 On-line workload
LOA #2 Continuing Education Exception to Program Norm
LOA#3 Suspension of Claiming Rights during Periods of Layoff
LOA #5, Continuation of IT Privileges for BCGEU Term Faculty

The Parties agree to renew and amend the following:

Appendix A1 – Provincial Salary Scale
Appendix A2 – Salary Stipend
Appendix C – Departmental Listing
Appendix I – Program Norms
MOU#1 – Courses and Programs Not Approved by Senate
MOU #2 – English Language Centre
LOU#1 – Prior Learning Assessment
MOA #2 2012 BCGEU Faculty Common Table – Harrassment

New Letter of Agreement

LOA #2 Commitment to Support the Professional Practice of Faculty Members