

MEMORANDUM OF AGREEMENT

COLLECTIVE AGREEMENT

between

**Malaspina University College
ratifying this Collective Agreement**

and

**British Columbia Government Employee's Union Local (BCGEU)
Local 702
ratifying this Agreement**

**For the term of
April 1, 2007 to March 31, 2010**

It is agreed that:

The collective agreement, which expired March 31, 2007, shall be revised and amended by incorporating the changes reflected in the Tentative Agreement documents numbered T-1 to T-24.



On Behalf of Malaspina University College



(On Behalf of BCGEU)

Dated this 22 day of March, 2007

Signed Agreements

Between:

Malaspina University-College

And:

B.C. Government & Service Employees' Union

Tentative Agreement # 1	
	Amend Articles 2.11(c), 19.15(b)(1), and 25.3 Change title reference from "Coordinators" to "Chair".
Tentative Agreement # 2	
	ARTICLE 7.6 – Human Resources Database Replace: <ul style="list-style-type: none">• 7.6(a) (1) (i) " Types of Coverage " with " Benefit Plan Designs"• 7.6(a) (2) (ii) " sex" with "gender" Add new language: 7.6(a) (2) (v) FTE, head count, placement on scale, appointment status

Tentative Agreement # 3

Amend Article 19.19 Unassisted Leave/Reduced Workload (a) Unassisted Leave for Full-time or Part-time

Remove the word "Vocational".

Employees may apply to their Dean, Director or Regional Campus Principal (with a copy to the Human Resources Department) for unassisted leave for a period of up to one (1) year. The Dean, Director or Regional Campus Principal will forward it with their comments and recommendations to the Vice President, or President, as applicable, for authorization. Such applications may be for any purpose deemed justifiable by the employee. Applications should provide specifics and details of the duration and purpose of the leave. The Parties agree that the applications for leave shall not be unreasonably withheld. If it involves industrial or business experience of particular value to the University-College, the employee shall receive an increment and accrual of seniority. An employee shall return to a ~~Vocational~~ Instructor's position with no loss of salary status and seniority. The employee must respond in writing to the Human Resources Department's request of their intent to return to Malaspina employ ninety (90) days prior to the anticipated return date or mid-term for leaves shorter than six (6) months. The Human Resources Department will send notification to the last known address provided by the employee outlining the requirement to confirm the return-to-work date. Such leave may be extended up to an additional year. Approved applications entailing industry or business experience of particular value to the University-College will be forwarded to the Board by the President for information only."

Tentative Agreement # 4

Article 19.7 – Compassionate Care Leave

(a) Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, "family member" is defined as one of the persons listed in Appendix I – Family Members for the purpose of Article 19.7 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is a risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and

the premium payment shall be on the same basis as if the employee were not on leave.

- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

Consequential Change

19.1 Definitions

All references to spouse within the leave provisions of this Agreement include, heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee For the purpose of Article 19.7 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

Tentative Agreement # 5

Article 23.2 Extended Health Benefits

- (b) (1) Vision care shall provide one hundred per-cent reimbursement up to a maximum of ~~two hundred and fifty dollars (\$250)~~ five hundred dollars (\$500) in a twenty-four (24) month period.

Tentative Agreement # 6

LETTER OF UNDERSTANDING 3 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 in accordance with Article 19.15. 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 point six of one percent (0.6%) of 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 30% will be held to address short term leave requests that are two (2) weeks or less.

Any funds left over will be carried over to the next fiscal year.

Tentative Agreement # 7

Article 36.1(e) Deleted

~~(e) Vacation Utilization~~

~~Utilization of vacation in a five (5) week block is not conducive to the delivery of instruction in this model. Therefore, the entitlement for utilization May 1 to September 30, will be acknowledged as no greater than four (4) weeks (20 days) consistent with Article 17.2(b).~~

Tentative Agreement # 8

20.2 Parental Leave

(c) Commencement of Leave

Leave taken under Article 20.2(b) shall commence:

(1) for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the Employer and the employee agree otherwise. Where two employee spouses or two (2) employee common-law partners utilize leave under Article 20, the twelve (12) month maximum shall apply to the combined leaves taken by both spouses or common-law partners.

(2) for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.

(3) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

(d) Graduated Return to Work

Upon written request, an employee on parental leave under Article 20 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

20.3 Benefits Continuation

(a) The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 20. For the period of the leave, premium and pension contribution payment will be as follows:

(1) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.

(2) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 20 leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

(b) An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.

An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

(c) If an employee maintains coverage for medical, extended health, dental and group life, the Employer agrees to pay the employee's share of these premiums. If an employee fails to return to work on the prearranged date, the Employer will recover monies paid under this section.

Tentative Agreement # 9

Letter OF AGREEMENT #__ Joint Housekeeping and Harmonization Committee

The Parties agree that a Joint Committee will be established. The committee will be comprised of two (2) Union representatives and two (2) Management representatives. The committee will have two areas of responsibilities (1) identify and implement housekeeping changes to the Collective Agreement and (2) identify and recommend harmonization language updates.

Terms of Reference

1. Housekeeping and harmonization language corrections will be cost neutral.
2. Housekeeping changes are minor corrections to the Collective Agreement that will not significantly alter the language or impact the related current practices and interpretations. Such corrections will be made by the committee and Human Resources will provide an electronic draft copy of these changes for the committee to finalize for the 2007 Collective Agreement.
3. Harmonization changes may require significant language alterations which could impact the related current practices and/or interpretations. Changes are based on the principle that any conflicting language in the Collective Agreement will be removed. Harmonization changes cannot involve the combination of pre-2004 and 2007 language, including portions, within an article or clause. The language will be modified only to the extent necessary to reflect the superior language.
4. Harmonization changes will be summarized by the Harmonization Committee as recommendations to amend the 2007 Collective Agreement, for approval by two (2) appointed representatives from each of the parties in the 2007 bargaining process.
5. The Committee will submit the summary no later than June 30, 2007.
6. The approved recommendations will be incorporated into the 2007 Collective Agreement by Human Resources. Human Resources will subsequently provide an electronic Collective Agreement draft for confirmation by the Labour Management Committee.
7. Any disputes over housekeeping and harmonization changes will be referred to two (2) appointed representatives from each of the parties in the 2007 bargaining process.

Tentative Agreement # 10

General Wage Increase Across the Board @ 2.1% per year

Top Step Increases by 2.79% to 2.94%

Provincial Salary Scale – Appendix A

Common Grid Without Stipend

Step	2006/07	2007/08	2008/09	2009/10
01	\$ 76,480	\$ 78,729	\$ 80,972	\$ 83,231
02	\$ 73,257	\$ 74,795	\$ 76,366	\$ 77,970
03	\$ 68,238	\$ 69,671	\$ 71,134	\$ 72,628
04	\$ 65,445	\$ 66,819	\$ 68,223	\$ 69,655
05	\$ 63,048	\$ 64,372	\$ 65,724	\$ 67,104
06	\$ 60,651	\$ 61,925	\$ 63,225	\$ 64,553
07	\$ 58,254	\$ 59,477	\$ 60,726	\$ 62,002
08	\$ 55,857	\$ 57,030	\$ 58,228	\$ 59,450
09	\$ 53,460	\$ 54,583	\$ 55,729	\$ 56,899
10	\$ 51,063	\$ 52,135	\$ 53,230	\$ 54,348
11	\$ 48,666	\$ 49,688	\$ 50,731	\$ 51,797

Top Step						
	GWl	Place- ment	Multi- plier	LMA	Top Step Lift	Top Step Increases
07/08	2.10%	60%	1.7	0.5	0.84%	2.94%
08/09	2.10%	67%	1.5	0.5	0.75%	2.85%
09/10	2.10%	73%	1.4	0.5	0.69%	2.79%

Tentative Agreement # 11

2% Salary Stipend - Appendix B

	2% Stipend	2% Stipend	2% Stipend
Step	2007/08	2008/09	2009/10
01	\$ 80,303	\$ 82,592	\$ 84,896
02	\$ 76,291	\$ 77,893	\$ 79,529
03	\$ 71,064	\$ 72,557	\$ 74,080
04	\$ 68,156	\$ 69,587	\$ 71,048
05	\$ 65,659	\$ 67,038	\$ 68,446
06	\$ 63,163	\$ 64,490	\$ 65,844
07	\$ 60,667	\$ 61,941	\$ 63,242
08	\$ 58,171	\$ 59,392	\$ 60,639
09	\$ 55,674	\$ 56,843	\$ 58,037
10	\$ 53,178	\$ 54,295	\$ 55,435
11	\$ 50,682	\$ 51,746	\$ 52,833

Tentative Agreement # 12

**LETTER OF AGREEMENT # _____
ON-LINE WORKLOAD**

The parties agree to jointly undertake a review of how on-line instruction is operating in relation to Article 29.
The Dean of Adult and Continuing Education will present a report to the Labour Management Committee before the end of June 2007.
The Labour Management Committee will consider current practices in relation to Article 29 and provide recommendations to the parties.
Any changes pursuant to this Letter of Agreement will be implemented by March 31, 2008.

Tentative Agreement # 13

Article 25.3 – ~~Coordinator~~ Chair Stipend or Release Time

	<u>April 1/2007</u>	<u>April 1/2008</u>	<u>April 1/2009</u>
More than 26 Hours per week Teaching Assignment	<u>\$103.81 bw</u>	<u>\$105.99 bw</u>	<u>\$108.22 bw</u>
More than 24 Hours per week Teaching Assignment	<u>\$51.91 bw</u>	<u>\$53.00 bw</u>	<u>\$ 54.11 bw</u>

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

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased by 2.1% effective April 1st of each 2007, 2008, and 2009.

Tentative Agreement # 14

Institutional Status Change

In the event that the Government of British Columbia publicly indicates the intent to change the status of Malaspina University-College, the Parties agree to strike a joint committee of four (4) representatives from each Party to:

- a) Review the ramifications of the changed status on the terms and conditions contained in the Collective Agreement.
- b) Make joint recommendations to both Parties concerning the provisions which need to be reviewed, revised, amended, deleted, or added to in light of the changed status of the institution.
- c) In the absence of a joint recommendation(s), each Party's representatives on the committee shall report to its principals its respective views on the issue(s) that no joint recommendation(s) could be achieved.

Following the completion of the above process, the Parties agree to meet and discuss potential changes to the Collective Agreement to reflect the changed status of Malaspina University-College as a university.

If an agreement can be reached, the Collective Agreement will be revised accordingly.

If agreement cannot be reached, the matter will be addressed at collective bargaining commencing three (3) months prior to the expiry of the current Collective Agreement.

All of the above is subject to any legislative provisions or limitations that may have an impact on collective bargaining or any bargaining unit structures that may be mandated by legislation.

Tentative Agreement # 15

LETTER of AGREEMENT # ____ Rationalization and Definition of Workload

The Parties agree that a Joint Committee of six (6) persons (three [3] representatives each) will be established to consider and make recommendations on the implementation of the workload framework developed in 2007 negotiations. This framework will be applicable to instructional employees covered by the Collective Agreement. Recommendations may include potential changes to affected Articles and the related system applications.

The deliberations of the Joint Committee are subject to and shall be guided by the following goal, principles, terms of references and implementation considerations.

Goal

Provide a departmental annual workload in each program that allows instructors to provide high quality direct and indirect instruction in a viable timeframe to minimize burnout and inequities for and between instructors.

Principles

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

- 1) The framework recognizes that there are two components of instructional workload intended under Article 14:
 - a) a direct instructional component,
 - b) an indirect instructional component

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

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

Terms of References

The committee will apply the following terms of reference

1. Direct Instructional Component

In respect to Article 14 .2, direct Instructional responsibilities includes the following:

- classroom lectures;
- shop and laboratory shop supervision and instruction;

- classroom learning sessions;
- seminar/discussion groups.

- Each program will establish an annual direct instructional workload.
- Workloads will range between twenty (20) to twenty-five (25) hours per week hours and described as a percentage (%) of the Full Time Equivalency allocation.
- Current program direct instructional workloads that are under 20 hours per week will be maintained.
- Health programs will be based on an average workload consisting of clinical and class theory.
- Overtime will be accrued based on direct instructional work in excess of 100% FTE of the instructional workload in accordance with Article 15.

2. Indirect instructional Component

In respect to Article 14 .2, self-directed indirect Instructional responsibilities include the following:

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

Instructors are expected to attend department meetings and to participate in department initiatives. Department meetings will be arranged to accommodate the majority of instructors' teaching schedules.

3. Chairs and Non-Instructional Assignments

- A Chair or non teaching assignment is recognized as distinct from 1 and 2 above.
- Assignments are structured on the basis of a maximum workload schedule of thirty-five (35) hours per week.
- Overtime hours are accrued in excess of 100% of the weekly maximum workload in accordance with Article 15.
- Responsibilities for student assessments may be also assigned to this assignment.

4. Other Considerations

- New or substantive curriculum development is recognized as beyond the workload stated in 1, 2 and 3 above.
- New instructional assignments or substantive work projects beyond the normal department scope are funded separately.
- A review process for workload concerns will be developed. The process will include the involvement of the supervisor, the opportunity for the employee to make a written response including possible impacts, and consideration by a third party. The review process does not limit the grievance process.

Implementation Process

The following conditions will apply to the final implementation of the workload framework:

- i. An Executive Summary of recommendations to the definition of program workloads, collective agreement article changes, Human Resources Integrated Systems (HRIS) technical requirements and a review process will be provided to the Labour Management committee and are subject to ratification by both Parties.
- ii. The recommendations are cost neutral.
- iii. The recommendations do not impact the extent of the funding of programs/courses that are dependent upon the provision of FTEs or similar funding measurements.
- iv. The work of the Joint Committee with its recommendations shall be completed no later than June 30, 2007.
- v. Subsequent approved HRIS changes, if any, will occur by December 2007.
- vi. A final report on the implementation outcomes, including identifying any unintended consequences for correction will be forwarded by the committee to the Labour Management committee.
- vii. All current alternate workweek arrangements will continue in accordance with Article 14.2.
- viii. Future alternate workloads with a proposed direct instructional workload not between 20 to 25 hours per week will require Executive approval.

This letter will expire on March 31, 2010.

Tentative Agreement # 16

Article 13.8 Regularization

(a) Conversion of Instructors from Term to Regular Status

A term employee will be eligible for regularization if they have worked a minimum of 633 term hours in each of two consecutive appointment years. Regularization will be based on:

- (1) the total hours worked in each of the two consecutive qualifying years, at the average of the two years, to a maximum of full-time; and,
- (2) that number of hours will be converted to an FTE value; and,
- (3) through an annual review, the department will determine the allocation of annual workload (number of hours per day and months per year) to achieve that FTE.

Note: this could result in a regular appointment of less than 12 months, with an annual scheduled break (lay-off notice not required, no provisions of lay-off apply).

(b) Conversion of Part-time Term Appointments to Increased Regular Status

Increase to regular appointment will be based on:

- (1) additional term hours worked will be converted to regular, based on the total term hours worked in each of the two (2) consecutive qualifying years, at the average of the two (2) years, to a maximum of full-time; and,
- (2) that number of term hours will be converted to an FTE value; and,
- (3) through an annual review, the department will determine the allocation of annual workload (number of hours per day and months per year) to achieve that FTE.

(c) Other Conditions

- (1) Conversions will be carried out upon review on April 1st for implementation for any change required by August 1st of each year.
- (2) An appointment year is August 1st to July 31st.

(3) The availability of such qualifying ongoing employment that is not for the purpose of leave replacement, such as under Articles 2.9, 12, 17, 18, 19, 20, 23.6, 25.3, is confirmed no later than October 1st after completion of the two consecutive appointment years.

(4) In all cases, regularization or conversion is subject to satisfactory evaluation, seniority considerations if relevant, availability of ongoing work, and qualifications for the work available.

(5) Provided that all other conditions are met, the absence of an evaluation having been done shall not be a bar to regularization.

(d) Multiple Departments

In cases where term hours for regularization or conversion are accrued in more than one (1) department, the following sequence will apply

(1) The hours will be first accommodated in the department(s) where they originated.

(2) If any portion of the hours cannot be accommodated by the originating department, the balance of those hours will be referred to the other departments, in descending order (order is based on the total number of hours accrued in each department).

(e) Sequence of Action Regarding Regularization

(1) Conversion of term appointments to increased regular status in order of seniority, provided qualifications are met for the work available.

(2) Conversion of eligible term employees, in order of seniority, provided qualifications are met for the work available.

(3) Exercise of "right to claim" by regular employees including newly regularized employees under (e)(1) and (e)(2) above. (Article 13.1(c)).

(4) Posting of term vacancies to meet any work requirements still unfilled.

Note: The D. Munroe Award dated January 18, 2000 provides that nothing prohibits the employer's right to regularization of any position as it deems necessary.

Tentative Agreement # 17

Article 39 – Term

39.1 – Term

This Agreement shall be in effect from April 1, 2007 to March 31, 2010, and shall continue in force until the renewal of this Agreement.

Tentative Agreement # 18

The following changes will apply to the Appendices, Letters of Agreement, Letters of Understanding, Memo of Understanding and Memos of Agreement listed below:

Appendix E

Delete Don Munroe, add Chris Sullivan and Colin Taylor

MOU #1

Delete and replace with T19

MOU #2

Renew

MOA #1

Delete

LOU #1

Renew

LOU #2

Renew

LOU #3

Renew as amended by T6

LOU #4

Delete & replace with:

**BENEFITS ISSUES FOR DISCUSSION BY
JOINT COMMITTEE ON BENEFITS ADMINISTRATION**

The Parties agree that the Joint Committee on Benefits Administration (JCBA) pursuant to its mandate under Article 9.1.2 of this Agreement shall review the following benefits with respect to whether any net zero improvements involving the benefits are possible:

- a) hearing aid benefit
- b) medical travel referral benefit
- c) laser eye surgery and contacts lenses
- d) professional services
- e) charge card for pharmaceuticals
- f) dental plan
- g) processing of short-term disability benefit claims

LOU #5

Delete

LOA - Teaching Scholars

Renew for effective dates: April 1, 2007 to March 31, 2010

Tentative Agreement # 19

MEMORANDUM OF UNDERSTANDING #1 Learning Connections

The Parties agree that ~~effective January 1, 1997~~, BCGEU jurisdiction will extend to some vocational programming in the area of ~~Community Education and Training and Development~~ Continuing Education. During the life of this contract the Parties will operate a ~~pilot~~-BCGEU jurisdiction program based on the undernoted premises:

- (a) Program or courses, of duration greater than 24 hours and less than 70 hours, which are the same as or significantly similar to vocational programs contained in the Malaspina ~~Program Profile~~ base funded programs, including:
 - (1) Upgrading programs or courses;
 - (2) Programs or courses which are a prerequisite for a Malaspina Vocational program or course;
 - (3) Programs which carry the certification of a recognized governing or regulatory agency.
- (b) Programs, or courses which are a recognized part of a vocational program, of duration 70 hours or greater leading to a Malaspina Non-Credit Certificate.
- (c) Instructors, whether regular, term or auxiliary as appropriate, shall be compensated in total at the minimum step of the current salary grid for programs under this Memorandum of Agreement. However, instructors currently paid at a rate greater than the minimum step who are re-engaged during the ~~1996/97 and 1997/98~~ current academic year to teach the same course(s) taught in the 1995/96 academic year will have their rate of pay red-circled and maintained.

The Parties acknowledge that exceptions to the rules above may emerge dependent upon funding sources, contractual terms, and other reasons and agree that they will work in a reasonable and fair manner to find satisfactory solutions. ~~This Memorandum of Understanding expires on March 31, 2004.~~

The Parties will establish a joint sub-committee to review the application of this Memorandum of Understanding.

Original Signed by the Parties on June 25th, 1996

Tentative Agreement # 20

SECTION II 2007-2010 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
Selkirk College
Vancouver Community College

and the following Unions:
British Columbia Government and Service Employees' Union (BCGEU)
Federation of Post Secondary Educators (FPSE)

is included for information only.

Malaspina University-College is not a party to the Common Agreement,
and it has no affect at Malaspina University-College.

Tentative Agreement # 21

LETTER OF UNDERSTANDING # ____ FINANCIAL INCENTIVE

Each member of the bargaining unit employed by Malaspina University-College on March 31, 2007 shall receive an incentive one-time payment if the bargaining unit's Memorandum of Agreement for its 2007-10 Collective Agreement with its Employer is signed by the Union and the Employer by March 31, 2007.

The incentive payment shall be four thousand dollars (\$ 4,000) for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave

- long-term disability or Workers' Compensation leave that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The Employer shall make every reasonable effort to make the incentive payment to employees no later than two months following the applicable eligibility date specified above.

Tentative Agreement # 22

FISCAL DIVIDEND

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this Agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.

3. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time faculty workload that the employee worked over this period. For the purpose of calculating

the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010

4. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

Tentative Agreement # 23

LETTER OF UNDERSTANDING XX

JOINT REVIEW PROCESS OF HEALTH AND WELFARE BENEFITS

The Parties to this Agreement recognize that the cost of benefits must be contained to ensure the long term sustainability of benefit plans.

The Parties agree for the term of this Agreement to expand the mandate of the Joint Committee on Benefits Administration (JCBA) to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability

Receipt of Reports and Recommendations

The recommendations of the ~~Joint Committee on Benefits~~ **JCBA** will be presented to the Parties according to the following schedule:

- 1) A preliminary report will be issued not later than ~~six (6)~~ **twelve (12)** months after the ratification of this Agreement;
- 2) A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued.

~~It is understood by both Parties that the recommendations will form the basis for discussions between the parties and that any~~

~~identified savings may be used by the parties to enhance benefits during the term of this agreement. If agreement cannot be reached then any unresolved issues will be referred to the next round of bargaining.~~

The JCBA's final report and recommendations will be referred to the Joint Administration and Dispute Resolution Committee for negotiation of a Letter of Understanding for the local parties' ratification.

The Parties agree that in the event that cost containment results in cost savings then a compensation tradeoff among benefits may be negotiated.

Funding

Subject to the agreement of the Parties at JADRC, and upon the recommendation of the JCBA, the employers will, if and when required, pay such reasonable costs of the Committee's work on this project as may exceed the amount specified in Article 9.1.5.

Tentative Agreement # 24

Salary Placement Article # 25.5

(a) Initial Salary Placement

(1) Credentials:

For initial placement on the scale, credentials shall be recognized for placement consideration, subject to the following criteria:

(i) Credentials, for the purpose of this Article, refer to the following accredited education credentials or equivalency (as confirmed by the Human Resources Department):

- Vocational Instructor's Diploma (VID) or Certificate in Adult and Continuing Education (CACE) or Provincial Instructor's Diploma (PID), where stated as a preferred qualification.
- 2-year Diploma
- Bachelor's Degree
- Post Degree Diploma, or B.Ed., or 5-Year Degree
- Master's Degree
- Doctorate

(ii) A qualified candidate will receive placement recognition of one step for each credential they hold above the minimum required qualifications, as stated in the job posting, to a maximum of 3 steps for all credentials.

(iii) If the credential(s) is included in the job posting as the minimum required qualification(s) for the position, there will be no placement recognition, except in the case of a Master's Degree.

(iv) An extra step(s) for a credential(s) will not be awarded where this would result in exceeding the initial maximum salary placement.

(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) ~~increment~~ step on the ~~base~~ 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 is not included.

(ii) Work Experience:

An equivalent of one (1) step for each two (2) years of relevant work experience beyond four (4) in industry or business or related experience.

Credit for related work experience in the assigned discipline shall not pre-date the required certification.

Part-time experience will be prorated on the two (2) semester year. Other part-time work experience prorated on the basis of a thirty-five (35) hour workweek and twelve (12) month year. Maximum credit for one (1) year is one (1) year.

(3) Appeals: All appeals must be filed with the Chairperson of the Union within ~~thirty (30)~~ ninety (90) days from commencing duties or sixty (60) days following receipt of the Initial Salary Placement form completed by the Human Resources Department. The Salary Placement Appeal Committee will be comprised of the Union Chairperson, one additional Union member, one management representative, and the Director of Human Resources Department.

The decision of the Salary Placement Appeal Committee is final and binding.

(4) Forms: The Salary Data Collection form will be given to the faculty member at the employment interview and will be submitted as soon as possible to the Human Resources Department.

(5) The above criteria shall be used to a maximum placement of Step & ~~6~~, effective April 1, 2002~~7~~, on the salary scale.

(6) Any former ~~auxiliary~~ employee of the University-College, hired on a subsequent ~~auxiliary~~ appointment more than twenty-four (24) months after the end of a previous ~~auxiliary~~ appointment, shall be placed on the salary scale in

accordance with the initial salary placement provisions of Article 25.5(d)(3)(a).

~~(12) The Parties have previously agreed that Article 25.5(e) refers to existing employees only and is not a factor to be considered at initial salary placement.~~

~~The word "equivalent" in Article 25.5(e) shall mean those studies (minimum one (1) academic year duration) with a focus on teacher training or academic instructional techniques and methodology.~~

(b) Post Placement Credential Progression:

(i) An instructors shall qualify for one (1) additional increment above their existing salary upon successfully qualifying for the following credential or equivalency (as confirmed by the Human Resources Department), provided it is above the minimum required qualifications in their current position:

- 2-year Diploma
- Bachelor's Degree
- Post Degree Diploma or B.Ed., or 5-Year Degree
- Master's Degree
- Doctorate

~~(e) Instructors shall qualify for one (1) additional increment above their existing salary, upon successfully qualifying for the vocational instructor's diploma or its equivalent.~~

~~(f) In cases where an instructor was hired without a Bachelor's Degree, as required in the posting, and upon successful completion of the Bachelor's Degree, an additional increment will be awarded effective the first day of the next pay period following receipt of the formal documents at the Human Resources Department.~~

~~Upon successful completion of a Master's Degree, an additional increment will be awarded effective the first day of the next pay period following receipt of the formal documents at the Human Resources Department.~~

(ii) The effective date for such changes in category shall be effective from the first day of the next pay period following formal notification received by the University-College of the successful completion of the vocational instructors diploma or equivalent credential.

(iii) An instructor will receive incremental progression for credentials to a maximum of 3 increments for the duration of his/her employment with Malaspina University-College.

(c) Maintenance of Placement:

Where an employee covered by this Agreement becomes employed within two (2) years by another institution ~~also covered by the Faculty Common Agreement~~, as referred to under Article 13.7(d), initial placement shall be made at the higher of the placement formula at the hiring institution or his/her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

(d) Service Progression

Instructors shall progress through all incremental steps of the salary scale.

(1) Regular Employees

(i) For each year of service to the University-College, a regular employee is entitled to one (1) increment on the salary scale until the maximum is attained. It is understood that a year's service is equivalent to 1456 hours worked (i.e. 1.000 increment credit) and at least one calendar year since the start of service or date of last increment. An increment will be effective on the first day of the pay period following the date on which the year's service is reached.

(ii) Any auxiliary hours worked by term or regular employees shall be recognized for incremental purposes.

(iii) Effective October 1, 1989, an employee who has term seniority in accordance with this Agreement who is appointed to a regular appointment shall have his/her first increment adjustment as a regular employee based on accrued increment hours accumulated as a term employee and service as a regular employee. Thereafter the employee's incremental progression shall be applied in accordance with the provisions of Article 25.5(d)(1)(i) and (ii).

(2) Term Employees

(i) For each year of service to the University-College, a term employee is entitled to one (1) increment on the salary scale until the maximum is attained. It is understood that a year's service is equivalent to 1456 hours worked (i.e. 1.000 increment credit) and at least one calendar year since the start of service or date of last increment. An increment will be effective on the first day of the pay period following the date on which the year's service is reached.

(ii) Any auxiliary hours worked by term or regular employees shall be recognized for incremental purposes.

(3) Auxiliary Employees

(i) New auxiliary employees (hired after date of signing) will be placed at the minimum step for the first thirty (30) calendar days.

~~(ii) Any former auxiliary employee of the University College, hired on a subsequent auxiliary appointment more than twenty-four (24) months after the end of a previous auxiliary appointment, shall be placed on the salary scale in accordance with the initial salary placement provisions of Article 25.5(d)(3).~~

