

MEMORANDUM OF AGREEMENT

COLLECTIVE AGREEMENT

between

**Malaspina University College
ratifying this Collective Agreement**

and

**Malaspina Faculty Association
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-9 and the suggested Framework for Settlement dated on March 11, 2007.



On Behalf of Malaspina University-College



On Behalf of MFA

Dated this 23 day of March, 2007

Agreement

Between:

Malaspina University-College

And:

Malaspina Faculty Association

Tentative Agreements

Article 1.2 Term of the Agreement (re: Framework document)

This Agreement shall be binding from April 1, 2007 until March 31, 2010, or until a new agreement is signed, whichever is later. The continuance of the increment structure is hereby agreed to by both parties. This Agreement may be opened for collective bargaining by either party at any time after November 30, 2009, in accordance with Section 46 of the Labour Code of British Columbia, (1992).

Article 6.2.8 Seniority Groups (re: T7)

The Parties agree to update the seniority groups as amended by the housekeeping committee.

Article 6.4.1 Recruitment of Faculty (New - re: T5)

6.4.1.3

Where a position to be filled is a regular position, the appropriate senior administrator shall develop the job posting after effective consultation with members of the department.

Renumber current sections 6.4.1.3 to 6.4.1.10 as sections 6.4.1.4 to 6.4.1.11 respectively.

Article 6.4.2.2.3 Selection of Academic Administrators – (re: T3)

The selection committee for an Academic Administrator will have a minimum of one Association Member on it providing that that Academic Administrator supervises at least one MFA bargaining unit member. If the Academic Administrator also supervises members of the BCGEU, then there shall be at least one member of the BCGEU on the selection committee. There shall be at least one member of CUPE on the selection committee. At least two thirds of the selection committee membership shall be selected by and from the unionized employees supervised by the Academic Administrator. The percentage of Association selection committee shall not be less than two thirds multiplied by the percentage of employees supervised by the Academic Administrator who are members of the MFA Bargaining Unit in that specific Faculty. The selection committee shall be chaired by the person to whom the Administrator reports.

Article 10.2 WORKLOAD (re: Framework document)

10.2.1 Workload for Regular Instructional Faculty

10.2.1.1 High Quality Instruction Malaspina University-College is committed to maintaining high quality instruction. It is recognized that faculty involvement in the determination of realistic instructional workloads is important for the maintenance of a high quality of instruction at the University-College, and that excessive workloads shall result in a deterioration of that quality.

Several factors must be considered in determining faculty instructional workloads, including but not limited to: number of separate course preparations; type of course; number of students; number of contact hours with students; number and type of assignments; pedagogy and delivery (on-line, face-to-face, team teaching, shared teaching, etc.); program requirements; scholarly activity; nature and

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extent of non-instructional assignment. Faculty and departments are in the best position to recommend optimal workloads, and so faculty and departments, in consultation with their Dean, shall work towards acceptable overall workloads, taking into consideration the factors outlined above for instructional assignments, as well as scholarly activity and service.

Article 10.2.1.2.5 Team and Shared Teaching (New – re: Framework document)

Given the MUC commitment to high quality instruction, effective innovations in course delivery and pedagogy are encouraged. Notwithstanding existing departmental workload agreements, the following definitions are intended to guide departments, Deans, and the MFA in calculating acceptable instructional workloads:

“Team teaching” describes courses delivered by teams of two or more faculty, in which faculty members each prepare, attend, deliver, and evaluate all parts of the course. For team teaching, each faculty member is credited with “full” workload credit for the course.

“Shared teaching” describes courses delivered by two or more faculty, in which each takes responsibility for a discrete part of the course. For shared teaching, each faculty member is credited with a portion of the workload credit for the course.

With the approval of the Dean and the Department, a faculty member may at their discretion participate in the shared teaching of a course. The proportion of the course shall be determined by taking into account the factors outlined in Article 10.2.1.1. above, and through consultation between the Dean and the Department. For example, a standard three-credit course in the BA program would use 45 hours (15 weeks X 3 hours/week) as the standard for determining the appropriate workload portion. For example, a faculty member teaching 3 weeks of a shared course shall be credited with 0.2 of a course.

For temporary faculty, such an arrangement shall be paid at the corresponding proportion of the flat rate. In cases where a shared teaching assignment of less than one course cannot be readily calculated into a regular faculty member’s annual workload assignment, the workload credit shall be carried forward.

Article 10.4 ASSIGNMENT OF WORKLOAD (re: Framework document)

10.4.1.1.7 Where a full-time University-College professor/instructor is assigned upper level courses, and engages in scholarly activity and is taking an upper-level release in that academic year, and where the University-College professor/instructor makes a written request, the University-College professor/instructor shall have no classes, labs or seminars scheduled on at least one of Monday to Friday.

Article 10.11 WORKLOAD RELEASE (re: Framework document)

10.11.1 Upper Level Release

For the purposes of scholarly activity, the University-College agrees that full-time University-College professors/instructors who teach upper-level courses shall receive release time on the following basis:

- a) ~~that~~ for University-College professors/instructors teaching eight (8) sections, one (1) section release time for one or more upper-level sections taught per academic year;
- b) ~~effective May 1, 1993 University-College professors/instructors with a minimum of five (5) four-hour courses and who teach one (1) upper-division course or more the maximum number of sections for a full workload will be six (6)~~

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Article 10.11.2.3 List of Departments (re: T8)

List of Instructional Departments

The following is a list of Instructional Departments that the University-College and the Association acknowledge.

Article 11.1.4.2 Salary Schedule for Temporary Faculty Members (re: Framework document)

A temporary instructional faculty member shall be paid the flat rate of \$5,508.58 per assigned course consisting of three lecture or equivalent hours per week over the normal fall or spring semester. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one-third of the above amount for each hour of teaching per week, for one semester. The flat rate shall be increased in 2008 and 2009 by two point seven percent (2.7%) as follows: \$5,657.32 effective April 1, 2008, and \$5,810.07 effective April 1, 2009:

Article 11.2.2 Travel Allowances (re: T6)

The University-College shall pay the expenses, as per section 42.08 of the Malaspina University-College Policy Book, of a faculty member when on University-College business as approved by the Dean of Instruction. In instances where no other means of transportation can be made available by the University-College, and a faculty member is required to drive his/her personal vehicle for Malaspina University-College business more than six days in one calendar month in his/her I.C.B.C. year, then the University-College shall pay the extra costs of necessary insurance. Prior approval of the senior administrator is required. A copy of insurance documentation reflecting additional 007 coverage premium costs must be attached to the claim for reimbursement.

A faculty member using their own vehicle for eligible and approved travel shall be entitled to reimbursement for the use of that vehicle in the amount equal to the per kilometre rate set out in Malaspina University-College Policy and the Guidelines for Reimbursement of Travel and Other Expenses.

If a faculty member is directed to perform and performs work away from their home campus (in the case of a temporary faculty member away from the campus(s) of their posted assignment(s)), the faculty member will be entitled to claim all other eligible expenses actually incurred in accordance with the Guidelines for Reimbursement of Travel and Other Expenses.

Article 11.9 (re: Framework document)

11.9.2.1 Secondary Scale Adjustment

(a) Effective April 1, 2007, April 1, 2008, and April 1, 2009 all steps on secondary scales will be increased by two point one percent (2.1%) or by the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincials Salary Scale, whichever is greater.

(b) Step F1-9 of the Technician's Salary Schedule shall be increased by the following:

- (i) Effective April 1, 2007 by 2.94%;
- (ii) Effective April 1, 2008 by 2.85%;
- (iii) Effective April 1, 2009 by 2.79%.

**Appendix A2
Malaspina University-College**

Technician's Salary Schedule (F1)

Salary Scale	2006/07	2007/08	2008/09	2009/10
F1-9	\$59,002	\$60,737	\$62,468	\$64,211
F1-8	\$55,857	\$57,030	\$58,228	\$59,451
F1-7	\$53,460	\$54,583	\$55,729	\$56,900
F1-6	\$51,063	\$52,136	\$53,231	\$54,348
F1-5	\$48,666	\$49,688	\$50,732	\$51,797
F1-4	\$46,834	\$47,818	\$48,822	\$49,847
F1-3	\$45,376	\$46,329	\$47,302	\$48,296
F1-2	\$43,918	\$44,841	\$45,782	\$46,744
F1-1	\$42,460	\$43,352	\$44,263	\$45,192

Top step increases 2.94% 07/08, 2.85% 08/09, 2.79% 09/10

Step 8 through step 1 increase across the board @ 2.1%

**Article 12.3.1 Professional Development
(re: Framework document which replaces T1&T4)**

12.3.1.1(Deleted)

~~A temporary faculty member who has been employed for at least two consecutive academic years or four consecutive academic semesters (not including summer session) and is reappointed to a temporary appointment of 0.5 or greater in the next following semester shall be eligible for professional development funds on a pro rata basis. (Example: a temporary faculty member with the necessary prior consecutive appointments who is reappointed to a temporary appointment of 0.6 shall be eligible for \$600 which is 60 percent of \$1000.)~~

Renumber remaining sub articles

Article 12.5.4 Research and Scholarly Activity Committee

(re: Framework document which replaces T1&T4)

12.5.4.1 The University-College and the Association agree to establish a joint committee which shall:

- a) Stimulate scholarly activity on behalf of regular faculty through grants from a Research Fund, to which the University-College shall contribute \$5,000 per year. ~~In addition, the University-College shall contribute 0.6% of the payroll for those non-regular faculty who are not eligible for an individual PD allotment under Article 12.3.1.1 for scholarly activity and/or conference travel for non-regular faculty (The "Non-Regular PD Fund"). In any one Academic Year, the maximum amount a non-regular faculty member may receive from the Non-Regular PD Fund is \$1,000. All funds shall be distributed during the year. Only those non-regular faculty who are not eligible for an individual PD allotment shall be entitled to an allocation from the Non-Regular PD Fund.~~

b) and c) no change.

12.8.1 Family and Compassionate Leave Definitions (re: Framework document)

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 XX – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix # TBD.

Article 12.8.11 – Compassionate Care Leave (re: Framework document)

(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, "family member" is defined as one of the persons listed in Appendix I – Family Members for the purpose of Article 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.

Article 12.10.3 Parental Leave

12.10.3.2 Commencement of Leave (re: Framework document)

Leave taken under this provision shall commence:

12.10.3.2.1 for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and the employee agree otherwise.

12.10.3.2.2 for the birth father, after the child's birth and within fifty-two (52) weeks of the birth.

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

12.10.3.2.4 Graduated Return to Work (New re: Framework document)

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.

Article 13.2 Extended Health Benefits (re: Framework document)

(b) Vision Care coverage shall provide 100% reimbursement for corrective lenses and frames or contact lenses up to a maximum of ~~\$250~~ \$500 per person every 24 consecutive months.

Article 15.3.1 Non-Regular Faculty Privileges (re: T9)

The Parties agree to edit section 15.3.1 as follows:

15.3.1 Temporary faculty shall continue to have access to the following Malaspina services and facilities for the ~~eight (8)~~ **twelve (12)** months following the end of their last employment with Malaspina:

- a) e-mail;
- b) library, with the exception of interlibrary loans; and
- c) computers and networks that are accessible to students.

Provincial Salary Scale – Appendix A (re: Framework document)

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						
	GW	Placement	Multiplier	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%

**LETTER OF UNDERSTANDING # ____ (re: Framework document)
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.

**LETTER OF UNDERSTANDING # ____ (re: Framework document)
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

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.

**Letter of Understanding (re: Framework document)
re MBA LOU**

The Parties agree to the following process of review of the three Letters of Agreement MBA (MBA LOAs) dated August 31, 2004, September 7, 2005, and November 1, 2005.

1. A committee will be struck to discuss and review the MBA LOAs with a view to recommend changes to the MBA LOAs to be effective up to March 31, 2010.
2. The Committee shall include three (3) representatives of MUC and 3 faculty representatives on behalf of the MFA, two (2) of whom shall be from the Business Department, and at least one (1) of which teaches in the MBA program.
3. The Committee shall meet and discuss possible changes to the MBA LOAs to reflect the new MBA Program.
4. If agreement is reached by the Committee on changes to the MBA LOAs those recommended changes will be presented to their respective principals for ratification. It is understood that ratification on behalf of Malaspina University-College includes the approval of both the PSEA and PSEC.
5. In the event that the Committee does not reach full agreement on how to revise the MBA LOAs then those parts of the MBA LOAs that have been agreed to will be recommended to their respective principals.
6. In the event that the MUC and the MFA do not accept the recommendations of the Committee pursuant to paragraphs 4 or 5 above, a new MBA Letter of Agreement will be put to ratification by both parties to the extent that such an MBA LOA was agreed to at the bargaining table as at March 11, 2007.
7. This Committee shall commence meeting as soon as possible in March 2007.

**APPENDIX # __ – Family Members for the Purpose of
Article 7.8 Compassionate Care Leave**

(re: Framework document)

1. The following “family members” are persons identified through their relationship to the employee.
 - Spouse (includes heterosexual, common-law, and same-sex relationships)
 - Children
 - Children’s spouses
 - Step-children
 - Step-children-in-law
 - Siblings
 - In-law siblings
 - Parents
 - Step-parents
 - Parents-in-law
 - Grandparents
 - Grandchildren
 - Nieces/Nephews
 - Guardians
 - Step-siblings
 - Aunts/Uncles
 - Current or former foster-parents
 - Current or former foster children
 - Current or former wards
 - Current or former guardians
 - Spouse of sibling or step-sibling
 - Spouse of child or step-child
 - Spouse of a grandparent
 - Spouse of a grandchild
 - Spouse of an aunt or uncle
 - Spouse of a niece or nephew
 - Spouse of a current or former foster child
 - Spouse of a current or former guardian
2. The following “family members” are persons identified through their relationship to the employee’s spouse
 - Spouse’s parents or step-parents
 - Spouse’s siblings or step-siblings
 - Spouse’s children
 - Spouse’s grandparents
 - Spouse’s grandchildren
 - Spouse’s aunts or uncles
 - Spouse’s nieces or nephews
 - Spouse’s current or former foster parents
 - Spouse’s current or former wards
 - Spouse of an employee’s current or former foster parent
 - Spouse of an employee’s current or former ward
 - Spouse of a person who is living with the employee as a member of the employee’s family
3. The following “family members” are deemed family members
 - Any other person in the same household who is dependent upon the employee
 - Any person who lives with the employee as a member of the employee’s family

- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative.

Letter of Agreement # _ (re: T2)

The parties agree to strike a joint committee to address housekeeping issues.

All Letters of Agreement, Letters of Understanding, Memos of Understanding and Memos of Agreement will be renewed. (**re: Framework document**)