

Memorandum of Settlement

Dated this 16th Day of March, 2005

Between

Malaspina University-College (MUC)

And

Malaspina Faculty Association (MFA)

It is agreed that:

1. The collective agreement, which expired March 31, 2004 shall be revised and amended by incorporating the changes reflected in the Tentative Agreement documents numbered T-1 to ~~T-26~~ T27 ~~DR~~ 9.
2. The term, salary levels and benefit levels shall be determined by reference to the overall agreement in the sector related to term, salary and benefit levels.
3. The parties will meet to develop the specific organization of a new, revised collective agreement, including numbering as soon as practicable after ratification of a new and revised collective agreement.
4. All other changes to the collective agreement that may not be reflected in paragraph 1 above but were agreed to in collective bargaining shall be included in the collective agreement.
5. The final collective agreement shall be subject to ratification by both parties' principals.
6. In the event that there is any dispute about the implementation of this agreement the parties agree that Mr. Vince Ready shall have jurisdiction to make a binding decision on any implementation issues in dispute.

Date:

March 15th 2005

Employer:

D. W. [Signature]

MFA:

[Signature]

Article 6.4.4 – Selection of Vice-President of Instruction and Vice-President of Student Services

4.1 Appointments of the Vice-President of Instruction and the Vice-President of Student Services shall be made according to the College and Institute Act. It is recognized however that such persons shall be appointed only after wide consultation within the University-College community. Therefore, in order to assist the President in the selection of a Vice-President of Instruction and a Vice-President of Student Services a Selection Committee, which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty in accordance with procedures established for Education Council Elections. No two elected faculty will come from the same Faculty or service group. The number of faculty on the Committee shall be not less than 25% of the Committee exclusive of those faculty who may be appointed by the University-College. In addition, the MFA President or designate shall be appointed to the selection committee.

Feb 21 '05

Employer:

Dean Mearns

Royants

ew Article 8.4

- 4.1 Where the employer arranges a formal meeting with a faculty member which it expects will result in discipline, the faculty member will have the right to have a union representative present in such a meeting.
- 4.2 Any alleged non-compliance with Article 8.4.1 shall not render void any disciplinary action but will result in a reconvening of the meeting with union representation. If a reconvened meeting becomes necessary only the information from the reconvened meeting shall be considered by the employer.

Date: Feb 21 '05

Employer: *John Mars*

UFA: *Roelants*

Place existing Article 7 with:

Evaluation

Purpose of Evaluation

The intent of these procedures is to maintain excellence of instruction at the University-College, to provide the means whereby less than satisfactory professional performance (except those performance concerns which are dealt with through the disciplinary process) can be recognized and remedied, and, in general, to provide information on faculty effectiveness.

Evaluation of New Regular Faculty

2.1 New faculty shall receive an initial two-year appointment and shall be on probation during this period. A Formative Evaluation will be completed by no later than the end of the first year. A Summative Evaluation will be completed by the end of the probation period.

2.2 The primary professional responsibilities of the University-College Professor/Instructor are to prepare and to teach courses and programs within his or her area of competence, and to tutor, advise and evaluate students. As well, all faculty are required to fulfill the following core duties:

- a) maintain posted office hours and be available to meet with individual students at other mutually agreed upon times;
- b) provide additional assistance to students in areas such as study skills, academic advising, special events, as well as recruitment and admission of students;
- c) remain current in his or her field;
- d) demonstrate participation in professional development and/or scholarly activity;
- e) participate in departmental and institutional activities.

2.3 In their first and second years, a review of performance will assess overall performance based on suitability and will include student surveys as well as any of the following in order to assess performance:

- a) Classroom observations. The timing of the classroom observations shall be subjected to agreement between the faculty member and the Appropriate Senior

Administrator.

- b) Where applicable, interviews with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than five (5) students. The faculty member may send an observer to the interviews.
- c) Review of course materials.
- d) Discussion with Department Chair.

7.2.4

If in the summative evaluation, the Appropriate Senior Administrator determines that a faculty member's overall performance is unsatisfactory, the Appropriate Senior Administrator may invoke the terms of Article 7.2.7 or may indicate that the faculty member will be required and assisted to address the areas identified in the evaluation as requiring improvement by a development program specifically designed for the member. This program, as well as the timetable for implementing it, will be determined through a meeting between the faculty member and the Appropriate Senior Administrator. The faculty member may elect to invite an MFA shop steward or a colleague chosen by the faculty member. In such cases, the Appropriate Senior Administrator will Chair the meeting. At this meeting the Appropriate Senior Administrator will determine the time of a follow-up evaluation to determine whether the faculty member has been successful in addressing the areas identified as requiring improvement.

7.2.5

The probationary period for a probationary faculty member may be extended for up to a maximum of one (1) year if deemed necessary by the employer for exceptional circumstances.

7.2.6

If at the end of the two-year probationary appointment or the extended probationary appointment the faculty member's performance is satisfactory, then the faculty member will be given an ongoing appointment.

7.2.7

If at the end of the two-year probationary appointment or extended probationary appointment the faculty member's performance is determined by the Appropriate Senior Administrator to be unsatisfactory, the appointment will be terminated.

7.2.8

Nothing in this provision prevents the early termination of a probationary appointment for reasons of professional unsuitability/incompetence.

7.3

Evaluation of Faculty on Regular Appointments

7.3.1

The Appropriate Senior Administrator may initiate and carry out evaluation procedures for a faculty member about whom a professional concern has arisen.

7.3.2

The following procedures will apply to a faculty member for whom an evaluation procedure is initiated pursuant to Article 7.3.1 above:

- a) The faculty member will be advised by the Appropriate Senior Administrator that a professional concern(s) has (have) arisen and that an evaluation procedure will be initiated. The faculty member will be given a summary description of

the nature of the professional concern(s) that has (have) given rise to the evaluation procedures pursuant to Article 7.3.1.

- b) The Appropriate Senior Administrator will identify suggestions and/or resources which the faculty member may access or utilize in an effort to address the professional concern(s) giving rise to the invoking of the evaluation procedures pursuant to Article 7.3.
- c) The Appropriate Senior Administrator shall, at the end of the semester in which the notice was given pursuant to Article 7.3.2 a) above, consider whether or not the faculty member has sufficiently addressed the professional concern(s). If the Appropriate Senior Administrator determines that there is no longer any professional concern(s) a Formative Evaluation pursuant to Article 7.3.3 will not be required.

3 Formative Evaluation

- a) Commencing in the semester next following the semester in which notice was given to initiate evaluation procedures under Article 7.3.1 a Formative Evaluation will be conducted. The intent of this evaluation is to be formative and will identify areas requiring improvement. This evaluation will be concluded after two semesters of teaching following the semester in which the evaluation procedures were initiated in Article 7.3.2.
- b) The evaluation pursuant to Article 7.3.3 will be based on the professional responsibilities outlined in Article 7.2.2 and assessed in accordance with Article 7.2.3. By agreement between the faculty member and the Appropriate Senior Administrator, the above may be supplemented by compendia of activities compiled by the faculty member and the Appropriate Senior Administrator.
- c) The Formative Evaluation will conclude with a meeting with the faculty member in which the faculty member will provide to the Appropriate Senior Administrator a proposed performance improvement plan addressing the areas requiring improvement. The faculty member may elect to invite an Association Shop Steward or a colleague chosen by the faculty member. This proposed plan shall be reviewed and every effort shall be made by those in attendance to provide input to the Appropriate Senior Administrator in the development of a performance improvement plan specifically designed for the faculty member, which shall be mutually acceptable to the Appropriate Senior Administrator and the faculty member. The faculty member shall not unreasonably refuse such agreement.

4 Summative Evaluation

4.1 A Summative Evaluation shall be commenced in the first semester in which he or she is teaching following the conclusion of the evaluation referred to in Article 7.3.3 above. This evaluation shall be concluded in the second semester following the semester in which the evaluation pursuant to Article 7.3.3 was concluded.

2 The basis of the Summative Evaluation shall be the same as outlined in Article 7.3.3 (b) above.

- a) If the Summative Evaluation results in a satisfactory assessment the faculty member will continue with his or her ongoing appointment.
- b) If the Summative Evaluation results in an unsatisfactory assessment the faculty member's appointment shall be terminated.

7.4 Evaluation of New Regular Non-Instructional Faculty

New faculty shall receive an initial two-year appointment and shall be on probation during this period.

Evaluation shall be carried out using methods appropriate to the particular assignment. Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant Appropriate Senior Administrator's assessments based on relevant job related activities shall constitute the basis of the evaluation process.

Whenever appropriate the provisions of Article 7.2 shall also apply to non-instructional faculty.

7.5 Evaluation of Non-Instructional Faculty on Regular Appointments

The Appropriate Senior Administrator may initiate and carry out evaluation procedures for a faculty member about whom a professional concern has arisen.

All of Article 7.3 shall also apply except for 7.3.3 (b). Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant supervisor's assessments based on relevant job related activities shall constitute the basis of the evaluation process.

7.6 Evaluation of Temporary Faculty Member

A temporary faculty member may be evaluated at the Appropriate Senior Administrator's discretion or upon the request of the Program Coordinator or Department Chair.

Evaluation shall be carried out using methods appropriate to the particular assignment. (See Articles 7.2 and 7.4)

ate: Feb 21 '05

employer: *John Means*

IFA: *DRoelants*

Place Article 6.4.2.2 with

Article 6.4.2.2

Selection of Academic Administrators

- 6.4.2.1 This provision applies only to Academic Administrators other than at the Vice-Presidential level and above. Appointments of Academic Administrators shall be made only after wide consultation with the University-College community and, specifically, after consultation with the members of a Faculty or area(s) reporting to the administrator. Appointees are expected to hold appropriate academic qualifications as specified for the position.
- 6.4.2.2 Appointments of Academic Administrators shall be open to internal and external applicants.
- 6.4.2.3 The selection committee for an Academic Administrator will have a minimum of one Association Member on it providing that that Academic Administrator ^{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 members on the 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. The selection committee shall be chaired by the person to whom the Administrator reports.
- 6.4.2.4 Academic Administrators' rights to a teaching position:
- a) An Academic Administrator shall have the right to assume a teaching position in the bargaining unit on the completion of his or her appointment providing that the duration of that appointment, including renewals, is at most 10 years.
 - b) The selection process will involve a representative selection committee that will shortlist candidates, conduct interviews, and make recommendations to the President.
 - c) An external candidate shall not be short-listed for a position as an Academic Administrator unless the department into which the Academic Administrator would have the right to assume a teaching position determines that he or she is qualified to teach in that department.
 - d) When an Academic Administrator completes his or her term(s), if he or she wishes to assume a faculty position, a regular position in his or her discipline shall be created if there is no suitable vacant position available. Where the Academic Administrator was a member of the MFA prior to selection as an Academic Administrator, he or she has the right to return to his or her original position as a faculty member with full seniority.
 - e) If an externally hired Academic Administrator is successful in being renewed, that Academic Administrator shall start to accrue MFA seniority at the start of the second appointment.

4.2.5 Terms for Academic Administrators shall be at most 5 years in duration and may be renewed for further terms of at most 5 years in duration. For an Academic Administrator to be renewed, that Academic Administrator must receive at least 60 percent approval of those casting a ballot in a secret ballot of the employees supervised by the Academic Administrator.

4.2.6 As per current 6.4.2.3 through 6.4.2.5

NOTE: This does not retroactively change the duration of the term of any existing senior administrator

Effective Date: Feb 21 '05

Employer: Edwin Meers

FA: [Signature]

Replace Article 4.2.2.1.1 (c) with the following:

c) **Student Service Specialists**

These are technicians who are employed by instructional and service Departments and whose primary assignments are to:

- i) organize and administer training and employment related field placements for students in situations where status or specialized disciplinary knowledge is essential for the success of the placement program; or
- ii) implement programs and advise students in specialized ways that can affect the ability of students to complete programs successfully; or
- iii) serve as an Elder; or
- iv) serve as a simultaneous Interpreter for the Deaf. A person serving as a simultaneous Interpreter for the Deaf who has successfully completed a two year Diploma Program from a recognized educational institution or equivalent shall be a member of the MFA bargaining unit.

Student service specialists may be distinguished from University-College professors/instructors who might do some of these duties as a minor part of their responsibilities and from support staff who perform similar tasks but do not require status or specialized disciplinary knowledge to do the job effectively.

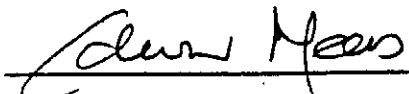
NOTE1:

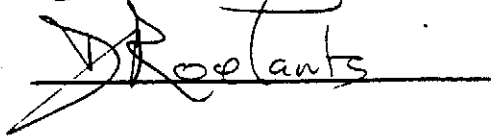
This proposal is made on the understanding that interpreters for the deaf will serve a probationary period to commence on execution of the revised collective agreement

NOTE2:

The parties agree to consider Alison Howard as a qualified Interpreter for the Deaf.

Date: Feb 21 '05

Employer: 

MFA: 

Delete Article 12.2 and replace with the following:

Vacations:

1. The employer shall provide each regular instructional faculty member, counsellor, advisor, and librarian who works a full annual workload with forty-four (44) days of paid vacation in each year, exclusive of statutory holidays and the days between Christmas and New years.
2. Regular instructional faculty members, counsellors, advisors, and librarians who work less than a full workload shall be entitled to paid vacation in each year on a pro-rated basis.
3. An instructional faculty member may request vacation at times other than the June 15 to August 15 period. Such a request shall normally be approved unless the requested period falls within the specified teaching period, including each full regular semester (including examination period) and each designated teaching period for special session or summer session in which the University-College professor has assigned teaching duties.
4. If the University-College requires an instructional faculty member to report for duty or otherwise be in attendance during his or her vacation time, then the University-College professor is given equivalent time off. Both the request and arrangements for equivalent time off are to be made in writing.
5. The vacation period for Faculty Advisors is from June 1st to July 31st. This shall begin in the year in which the Faculty Advisor's assignment begins. In the year in which the Faculty Advisor's assignment to the Advising Centre ends, he or she has the option of continuing with the June 1st to July 31st vacation period, or returning to the vacation period for instructional faculty, or any two-month period agreed to mutually by the Faculty Advisor, the Appropriate Senior Administrator in which the Faculty Advisor's assignment is being reinstated.

Technicians:

Technicians are entitled to twenty-one (21) days annual vacation. The scheduling of this vacation shall be arranged by the technician in consultation with and subject to the approval of the Appropriate Senior Administrator. Full-time technicians who have provided five (5) years continuous service in that capacity to the University-College shall be entitled to an additional five (5) days vacation.

Vacation for Part-Time Appointees:

a) Temporary appointments for counsellors and librarians shall include a vacation entitlement of 8% in the first year of employment, 12% in the second year of employment, and 16% in the third year of employment.

b) Temporary appointments for technicians shall include a vacation entitlement of 8%.

Vacation entitlement shall be:

a) Paid out on a biweekly basis for contracts of duration less than five months.

b) For contracts of at least five months, the vacation entitlement shall be given as time off, and any unused vacation entitlement will be paid out at the end of the contract.

Non-instructional temporary faculty, in at least their third year of employment, shall be entitled to professional development time as outlined in Article 12.2.2 on a pro-rated basis.

Date:

Feb 21 105

Employer:

Clare Mears

MFA:

JR Roelants

T-7
February 12, 2005

Delete Articles 12.10.14 and 12.10.2.4 and replace with the following:

6.2.9.2 Maternity and Parental/Adoption leaves shall be treated as continuous employment for the purposes of seniority accrual and for movement up the salary increment scale for the duration of such leave.

Date: Feb 21 '05

Employer: Edwin Meers

MFA: DRoylants

Delete Article 5 and replace with the following:

5. GRIEVANCE PROCEDURES AND ARBITRATION

5.1 Grievance Procedure – General

5.1.1 Differences between the parties bound by this agreement concerning its interpretation, application, operation or any violation thereof, and any questions as to whether any matter is arbitrable shall, if possible, be resolved by informal discussions.

5.1.2 Grievance Procedure – Steps

If the dispute has not been resolved by informal discussions the Association may, within seventy-five (75) days after the Association became aware of the circumstances giving rise to the complaint, but in no event later than one year after the circumstances giving rise to the complaint, initiate a formal grievance as follows:

Step 1

The Chair of the Committee of Personnel Stewards shall provide the grievance in writing, including the proposed remedy, to the Director of Human Resources. The Chair of the Committee of Personnel Stewards shall meet with the applicable Dean, Director, or Administrative Supervisor and a designate of Human Resources who shall endeavour to settle the grievance. The Employer shall, within ten (10) working days of the meeting, respond in writing. Either party may elect to waive Step 1 and move directly to Step 2.

Step 2

Failing a resolution at Step 1, the Chair of the Committee of Personnel Stewards may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor and the Director of Human Resources who shall endeavour to settle the grievance. The Employer shall have ten (10) days to provide a written response.

Step 3

Failing a resolution at Step 2, the Chair of the Committee of Personnel Stewards may, within ten (10) working days meet with the applicable Dean, Director or Administrative Supervisor, the applicable Vice-President and Director of

Human Resources who shall endeavour to settle the grievance. The Employer shall have twenty (20) days to provide a written response.

Step 4

Failing a resolution at Step 3, the Chair of the Personnel Stewards may, within thirty (30) working days refer the grievance to arbitration.

- 5.1.2.2 The timelines for the meetings and responses in Steps 1, 2, 3, and 4 may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.
- 5.1.2.3 Unless extended by mutual agreement, time limits in the grievance and arbitration procedure are mandatory. Failure to initiate a grievance in a timely manner will result in the grievance being deemed abandoned. In the event that a grievance once initiated is not processed by either party within the time limit specified the grievance will be considered to have been advanced to the next step.
- 5.1.2.4 It is the expectation of the parties that before submission to arbitration, the grievance shall have been discussed in the grievance procedure.
- 5.1.2.5 The time limit provisions in this Article do not impact any remedy arguments either party may choose to make in connection with any continuing grievance(s) filed pursuant to this Article.

5.2 Mediation

- a) The parties may by mutual agreement, submit a grievance or matter in dispute to a mutually agreed upon mediator at anytime.
- b) Any such mediation process shall be without prejudice to either party.
- c) The expense of grievance mediator shall be equally shared by the parties.

5.3 Arbitration

- 5.3.1 The parties agree to a preference for sole-arbitrator hearings. However, should either party determine that a particular case warrants it, they may opt for a three-person arbitration board by communicating that decision, in writing, to the other party prior to agreement on a named sole arbitrator.
- 5.3.2 The expenses of the arbitrator or chairperson of the arbitration board shall be shared equally. The parties shall bear the expenses of their respective nominees.
- 5.3.3 **Powers of Arbitrator**

5.3.3.1 The decision of the Board of Arbitration shall be binding upon the parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. The Board shall have the power to determine whether the grievance is arbitrable.

5.3.3.2 The Board of Arbitration has the same powers, follows the same procedures and has the same authority as an arbitration board under the *Labour Relations Code of British Columbia*. The Board of Arbitration shall give full opportunity to all parties to present evidence and make representation to it. The Board of Arbitration shall commence its proceedings as soon as possible. The decision of a majority shall be the decision of the Board of Arbitration.

Date:

Feb 21 '05

Employer:

Edwin Myers

MFA:

Rocklants

Delete 6.5.1.5 and replace with the following:

6.5.1.5 The University-College shall not use reassignment or internal transfer for the purpose of attempting to circumvent its obligation under the Collective Agreement.

Date:

Feb 21 '05

Employer:

John Myers

MFA:

Proctor

T-10
February 12, 2005

Delete Article 1.3 - Parties of the Agreement.

Date:

Feb 21 '05

Employer:

Adun Meas

MFA:

~~DR~~ Roelants

T-11
February 12, 2005

Travel

Amend Article 11.2.2 by deleting the word "regular" from the first sentence of the Article.

Date: Feb 21 '05

Employer: Clum Meers

MFA: RRoyTauts

Agreement to new definitions as follows:

Year:

- a) "Academic Year" means August 15 to August 14.
- b) "Budget year" or "fiscal year" means the budgetary year the University-College operates under (currently April 1 to March 31).
- c) "Seniority year" means an FTE year of service within the Bargaining Unit, unless otherwise specified.
- d) "Calendar year" means January 1 to December 31."
- e) "ICBC year" shall be the vehicle insurance period of the personal vehicle of a regular faculty member who is eligible for a travel allowance pursuant to Article 11.2.2.

Vice-President:

"Vice-President" means the Appropriate vice-President.

Dean:

"Dean" refers to the appropriate Dean, Director or Appropriate Senior Administrator.

Date:

Feb 21 '05

Employer:

Dean Neas

MFA:

DRoeTautz

T-13
February 12, 2005

Article 1.11 – Negotiating a New Agreement

Delete existing Article 1.11, with the exception of Article 1.11.4.4.1 as new Article 1.6 amended as follows:

“Neither party can commence strike/lock out action prior to September 1 following the expiry of the Collective Agreement.”

Date:

Feb 21 '05

Employer:

Alan Meers

MFA:

DRoe(a)ts

T-14
February 12, 2005

New Article 1.7 – Essential Services

Incorporate Letter of Agreement dated April 26, 2002 (copy attached) as new Article 1.7
– Essential Services.

Date: Feb 21 '05

Employer: Devin Meis

MFA: JR Roelants

E-5
Dec 10/04

Contract Amendment (MFA)

Add a new clause 1.10

1.10 Essential services

The parties agree that proper care of all research animals¹ will be maintained by appropriate members of the bargaining unit in the event of a strike or lockout in the course of this Agreement or its continuance.

At least seven days before the commencement of a strike or lockout, the University-College and the Association will meet and determine a list of employees which they deem sufficient to provide for continuous proper care of the animals during the strike or lockout. Should the parties be unable to reach agreement on the persons to be designated, the matter will be referred to the CCAC for final and binding resolution by the Council.

All persons so designated will be paid their regular salary during the period of designation.

Due regard will be had for previously arranged vacations and other matters and as far as possible the designated duties will be dispersed among all appropriate employees equally. No other duties will be assigned to these designated employees.

¹ Proper care implies provision of appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

² Research animals means any live non-human vertebrate or invertebrate utilized in research, teaching and testing.

DR [Signature] Apr 26 2002

D. Williams
VP Student Union
April 26th 2002

X [Signature]

X [Signature]

T-15
February 12, 2005

Article 3.4 – Contracting Out

The University-College agrees not to contract out any work presently performed by faculty covered by the Agreement if doing so would result in the laying-off of such faculty.

Date:

Feb 21 '05

Employer:

Dean Meers

MFA:

DR Roelants

T-16
February 12, 2005

New Addition to Article 12.5

A faculty member who has received release time under Article 12.5.2 and 12.5.3 shall submit a report to the Vice-President Instruction & Research summarizing the scholarly activity. Failure to fulfill this requirement shall render the faculty member ineligible for future scholarly activity release time.

Date:

March 15th 2005

Employer:

D. W. [illegible]

MFA:

[illegible signature]

T-17
February 12, 2005

Delete Article 12.5.4.1 and replace with the following:

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

- a) Stimulate scholarly research 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 \$2,000 per year for scholarly activity and/or conference travel for temporary faculty.
- b) Review scholarly activity reports from faculty who have been granted time for scholarly activity in accordance with Article 12.5 with the aim of protecting the integrity of that provision.

Date: Feb 21 '05

Employer: Devin Meers

MFA: Robertant

Add new provisions to Article 9 as follows:

- X.1 It is acknowledged that courses shall not be scheduled for the primary purposes of avoiding provisions related to regularization.
- X.2 If any temporary faculty member believes that the regularization provisions of the collective agreement have been violated (with respect to his or her assignment, including an assignment in replacement of a faculty member who has chosen to phase in his or her early retirement), he or she may request a review of the assignment by the Vice-President Instruction & Research, who will render a written conclusion with a copy to the MFA Chief Personnel Steward.
- X.3 In addition, the Vice-President Instruction and Research will meet with the MFA Chief Personnel Steward by no later than March 31st of each year to review and analyze data related to regularization to assess the overall effects of the regularization provisions.
- X.4 A faculty member will not be discriminated against in any future hiring as a result of a choice to exercise rights under Article X.2.

Date: March 16 2005

Employer: D. W. Thomas

MFA: D. Roe (aut)

Add new provisions on Phased Early Retirement as follows:

- a. Subject to approval by the Appropriate Senior Administrator, faculty members who are offered early retirement incentives may choose to postpone their date of retirement for two (2) years by means of a one-time reduction of their workload. The combined payout of the early retirement incentive and salary for part-time work in each fiscal year shall not exceed the salary the faculty members would receive if they were working full time. Any unpaid balance will be paid out at the end of the two-year period. The full regular position shall be posted at the end of the two years, in accordance with Article 9.3.1.
- b. The portion of the workload of a temporary faculty member who is replacing the work of a regular faculty member in accordance with a) above, shall not be eligible to be counted for regularization purposes.

Date: March 16th 2005

Employer: D. Winters

MFA: Reefaut

Add a new subsection to Article 11.2 as follows:

11.2.3 Where the duties of a faculty member require, as a condition of employment and as specified in the posting, that the faculty member belong to a professional association Malaspina University-College shall reimburse the faculty member for any fee paid to maintain membership in that professional association.

Date: March 16th 2005

Employer: D. Williams

MFA: DRoyalty

New Article

X Continuation of Malaspina Faculty Privileges

X.1 Temporary faculty shall continue to have access to the following Malaspina services and facilities for the eight (8) months following the end of their last employment with Malaspina:

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

Date: March 16th 2005

Employer: D. Wittmann

MFA: DRocant

T-22
March 16, 2005

Letter of Understanding

Policies on Retirement Appreciation and Parking

1. Malaspina University-College agrees to develop policies based on the drafts discussed at collective bargaining that will include provisions on:
 - a) access to certain Malaspina University-College services for retired employees;
 - b) designated parking spaces for certain employees required to leave and return to campus on a frequent basis.
2. The above policies will be submitted for approval by the Malaspina University-College Board as soon as possible following the ratification of a new Collective Agreement.

Date:

March 16th 2005

Employer:

D. [Signature]

MFA:

[Signature]

Replace Article 10.4.2 with the following:

10.4.2 Within two weeks of the commencement of a term, the Academic Administrator shall forward to the Association workload reports for all faculty who work in that administrator's area. The Chief Personnel Steward or a designate shall, within two weeks following the receipt of the workload reports, meet with the Academic Administrator responsible to review the workload allocations.

Date: March 16th 2005

Employer: D. W. Thomas

MFA: DR Roelants

New Article re Distributed Learning

X.1 Distributed learning includes, 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.

X.2 In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographical limitations.

X.3 Subject to mutual agreement, the local 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 revisions of distributed learning programs or courses, local letters of understanding shall apply.

X.4 The Employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.

X.5 The Employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

X.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

X.7 Employees shall not be required to deliver distributed learning programs/courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

X.8 Where an employee 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.

X.9 No regular employee will be laid off as a direct result of the introduction of distributed learning.

Date: March 16th 2005

Employer: D. W. Thomas

MFA: DRoelants

Proposal re International Education

New Article Number:

X.0 International Education

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities.

The Parties agree that this Article shall govern the terms and conditions for faculty who travel outside Canada and the U.S. to perform assigned work pursuant to the collective agreement.

X.1 General

- a) Faculty participation in international education is voluntary.
- b) Subject to Article X.1 (d) below, the terms and conditions of the Collective Agreement will apply.
- c) The University-College will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the faculty member participating in an international education project.
- d) Should an international education project require the interpretation of the workload provisions of the Collective Agreement, the University-College will apply to the faculty such workload expectations as are reasonably equivalent to those workload expectations that would normally apply.

X.2 Expenses

- a) The University-College will reimburse, pursuant to Policy 42.08, receipted expenses incurred by a faculty member while on University-College business. The University-College may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- b) The University-College will waive the requirement that receipts be provided in situations where these are not reasonably obtainable. In such cases, a per diem allowance consistent with Policy 42.08 will be provided to the faculty member.

X.3 Health and Welfare Benefits

X.3.1 Subject to eligibility pursuant to the Collective Agreement, Malaspina University-College will provide current health and welfare benefits coverage for faculty working under this article. Premiums for this coverage will continue to be paid as if the faculty member was continuing to work for the University-College in British Columbia.

Limitations:

- a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the University-College's group policy.
- b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the University-College insurance carrier.
- c) When a faculty member is working in countries where payment for medical services may require cash payment, the faculty member will submit his or her claim to the insurance carrier for reimbursement of such expenses. The University-College will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- d) A faculty member will be referred to the Human Resources Department to clarify the benefit and travel medical insurance coverage.
- e) In no event will a faculty member who is eligible for benefits receive greater benefits than he or she would have been covered for while employed at his or her home campus.

X.3.2 Notwithstanding the provisions of X.3.1, in cases where a faculty member does not have Extended Health Benefit Coverage, the University-College will supply travel medical insurance. Article X.3 also applies to travel in the United States.

X.4 Emergencies and Emergency Evacuation

The Faculty of International Education shall maintain procedures for dealing with emergencies while working overseas and shall provide same to a faculty member as part of his or her orientation.

X.5 Orientation

Faculty working under this Article will receive an orientation prior to departure that includes but is not limited to:

- a) The project;
- b) The culture and country;
- c) Travel, safety or medical concerns, benefits issues;

- d) Emergency procedures; and
- e) Other issues related to the work.

X.6 Return

The University-College will arrange the scheduling of international work in such a way that faculty members will be provided up to three (3) days inclusive of required travel time between the completion of their international education assignments before assuming regular duties at the institution. The duration of travel shall be a factor in determining the number of days off upon return. This will not apply in situations where a faculty member elects to extend his or her stay through the use of vacation.

Date: March 15th 2005

Employer: D. Wittmann

MFA: J. Roelants

Add new article as follows:

12.6 A faculty member may purchase release time from his or her duties at Malaspina under the following conditions:

- a) the faculty member has a research grant that permits the purchase of release time; or
- b) the faculty member has taken on an external part time paid position related to his or her work at Malaspina and that work has been approved as PD by the PD Committee.

Where the faculty member purchases release time from his or her duties at Malaspina, the faculty member shall pay only the replacement cost.

Date: March 15th 2005

Employer: D. M. Hansen

MFA: DRoeckert

MFA PD Proposal

PD Allotment

Amend the first paragraph of Article 12.2.1 (a) to read:

- a) provide each regular faculty member, upon application, a minimum of **\$1,000** for professional development activities approved by the appropriate **Academic Administrator**.

and amend Article 12.2.1.1 to make the example compatible with the \$1,000 amount.

PD Leaves

Amend Article 12.2.1 (c) to read:

- c) provide funds sufficient to support the equivalent of **eight and one half** full time professional development leaves of absence ("assisted leaves") at a minimum of 70% of regular salary.

Non Regular PD

Amend Article 12.5.4.1 (a) [as per T-17] to read:

- 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.**

Date: _____

Apr 19 '05

Employer: _____

Devin Neen

MFA: _____

Roetants

**Letter of Agreement
Between
Malaspina University-College
And
Malaspina Faculty Association**

Early Retirement Incentive

Part 1:

Delete Article 15.2.6 and replace it with the following:

15.2.6 Subject to the limits in Article 15.2.5, each faculty member receiving an ERI will get an amount calculated as follows:

$$\frac{\text{Member Seniority}}{\text{----- Total Seniority}} * 3 * \text{Annual Top of Scale}$$

where Total Seniority is the sum of the number of years of seniority of all applicants receiving an Early Retirement Incentive. For the purposes of this calculation, the number of years of seniority for a person receiving the maximum benefit pursuant to Article 15.2.5 shall be deemed to be exactly the number necessary to generate that maximum amount. The seniority shall be calculated as of the first pay in August of the year in which the application is made.

The process for allocation of the ERI shall be as follows:

- a) The deadline for applications shall be the last business day of October.
- b) Once all applications have been received, an initial calculation shall be made to determine the minimum amount each applicant shall receive should all applicants accept the ERI offers.
- c) The amount of the faculty member's ERI offer shall be communicated to the faculty member within five business days of the last business day of October.
- d) A faculty member wishing to accept the offer must communicate her or his acceptance by the end of the 5th business day following the receipt of the Early Retirement Incentive calculation. The applicant's acceptance or rejection of the offer shall be in writing or via Email to the Director of Human Resources.
- e) The calculation of the value of the ERI shall be redone using only the seniority of those faculty members accepting the original offer, and that (equal or higher) value shall be the amount the faculty member receives as her or his ERI.

15.2.6.1 Where there is any residual money left, that residual shall be allocated to the Faculty Association P.D. Fund referred to in Article 12.3.1 (b).

Part 2:

Add the following clause:

15.2.9 A faculty member receiving an ERI may not teach more than one course per term or two courses per academic year after retiring.

Term of Agreement

This letter of agreement will expire March 31, 2005.

David Thomas, Vice President, Instruction and Research

Date