

This counter offer is presented without prejudice and is offered subject to an agreement on a Memorandum of Agreement to resolve the current round of collective bargaining.

2010

OFFER FOR SETTLEMENT

between the

VANCOUVER ISLAND UNIVERSITY
(hereinafter called "the University")

and the

VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION
(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE VANCOUVER ISLAND UNIVERSITY FACULTY ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 AND EXPIRING MARCH 31 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

- (a) Subject to 1(b) below, all of the terms of the executed 2004-2007 Collective Agreement as amended by the Memorandum of Agreement renewing the 2004-2007 Collective Agreement dated March 23, 2007 (the "2007 – 2010 Tentative Collective Agreement"), remain unchanged except as specifically varied below by paragraphs 2 to **17**, both inclusive.
- (b) The University and the Association acknowledge that the 2007 – 2010 Tentative Collective Agreement has not been approved by the Post-Secondary Employers' Association, and that there is disagreement between the parties regarding the harmonized text of the 2007 - 2010 Tentative Collective Agreement. Should a dispute arise as to whether a provision of the harmonized text of the 2007 – 2010 Tentative Collective Agreement is effective or binding on the parties, that dispute will be resolved by referral of the matter by either party to the BC Labour Relations

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

Board. The parties agree that the BC Labour Relations Board's jurisdiction will be limited to determining whether the provision or provisions in question are effective or binding on the parties, pursuant to section 139(c), (d), (f) and/or (g) of the BC *Labour Relations Code*. Any amendment in this Memorandum of Agreement will be applied to the 2007 – 2010 Collective Agreement as approved and executed by the parties' respective principals or as determined to be effective and binding on the parties by the Labour Relations Board as the case may be.

2. **ARTICLE 1.2 - TERM OF AGREEMENT/CONTINUATION CLAUSE**

This Agreement shall be binding from April 1, 2010 until March 31, 2012, 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, 2011, in accordance with Section 46 of the Labour Code of British Columbia (1992).

3. **ARTICLE 2.1 – UNION RECOGNITION**

(a) Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 2.1 by adding a new Article 2.1.2 to read as follows:

“2.1.2 The question of inclusion or exclusion of a new position created by the University will be negotiated with the Association prior to any posting of the position. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the Labour Relations Board for determination.

Where the local parties fail to agree and pending a decision from the Labour Relations Board, the position may be filled. The University will provide the Association with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.”

The existing provision in Article 2.1 will be re-numbered 2.1.1.

(b) Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 2.1 by adding a new Article 2.1.3 to read as follows:

“When a new position is created and found to be appropriate for inclusion in the bargaining unit pursuant to Article 2.1.2, the University and the Association will meet to discuss whether the position is a Faculty position which should be placed on the Faculty Salary Schedule in Appendix A1 or

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

a Technician position which should be placed on the Technicians' Salary Schedule in Appendix A2. In the event the parties cannot agree as to whether the new position is a Faculty position appropriate for placement on the Faculty Salary Schedule in Appendix A1 or a Technician position appropriate for placement on the Technicians' Salary Schedule in Appendix A2, the University will place the position on the Salary Schedule it deems to be appropriate and the Association may grieve the matter under Article 5."

4. **ARTICLE 2.6 – LEAVE FOR ASSOCIATION AND FPSE POSITIONS**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association to add a new Article 2.6.6 to read as follows:

"2.6.6 Subject to the provisions of Article 10.4.1, the University shall identify the sections to be offered in the following academic year by each department and the department shall identify the work to be done by members of that department without regard to any potential release time that may be granted pursuant to Articles 2.6.4 and/or 2.6.5.

The University shall not reduce the number of sections initially proposed to be offered by the regular faculty in a department as a result of a faculty member receiving release time pursuant to sections 2.6.4 and/or 2.6.5"

And renumber the existing Article 2.6.6 as 2.6.7.

5. **ARTICLE 6.4 – SELECTION OF ACADEMIC ADMINISTRATORS**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 6.4.2.2 to read as follows:

"6.4.2.2.5 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. The ratification vote shall be conducted by secret paper ballot, and either party may scrutinize the ratification vote. The vote shall happen only after at least one week's notice is given. The results of the ratification vote, including the number of eligible voters, spoiled ballots, and affirmative votes, will be published."

6. **ARTICLE 6.6 - LAYOFF**

Effective June 30, 2011, the University and the Association agree to amend Articles 6.6.3, 6.6.4, 6.6.5, 6.6.6 to read as follows:

“6.6.3 Definitions

The following definitions apply throughout Article 6.6:

6.6.3.1 "Lay off" refers to the loss of the employment specified in a faculty member's regular contract.

6.6.3.2 "Seniority" is defined in Article 6.2.1 of this agreement.

6.6.3.3 "Bumping" is defined as the displacement of a faculty member in another department, program or service area, by a member with more seniority within the Association bargaining unit.

6.6.3.4 “Program” means a program as defined by the Senate.

6.6.3.5 “Program Redundancy” arises when the Board accepts a recommendation from the Senate that a program be discontinued.

6.6.4 Seniority Principle and Seniority Groups

It is recognized that the principle of seniority shall govern the application of this Article.

6.6.4.1 It is recognized that the selection of faculty members to be laid off within one of the groups identified in Article 6.2.8 shall be in reverse order of seniority subject to the senior employee(s) having the qualifications to perform the remaining work available within the group following the effective date of lay off.

6.6.4.2 Notwithstanding the above, no faculty member employed by the University-College as at May 1, 1993 who has at least fifteen years of seniority will be laid off if there are junior faculty members remaining in the group to which the faculty member is assigned.

6.6.4.3 Faculty with more than 15 years of seniority, as of May 1, 1993, will not be laid off except in cases where a program redundancy has been declared, or in a non-instructional area where there is no longer a demonstrable need

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

for the service.

- 6.6.4.4 Except where a Program Redundancy has been declared, a faculty member cannot be laid off if the result of that lay off would be that a program would be discontinued.
- 6.6.5 University Responsibilities
- 6.6.5.1 It is recognized that the University-College has a responsibility to explore all alternative ways of preventing the lay off of regular faculty members.
- 6.6.5.2 It is further recognized that the University-College must have bona fide reasons for the lay off of regular faculty members.
- 6.6.5.3 The University-College shall not prepare budgets in such a way that any faculty position or alternative position is financially unsupportable for the purpose of bypassing the steps outlined in Article 8.2.1.
- 6.6.5.4 On or before October 15th of each year, the University will meet with the Association to present preliminary budget assumptions for the following academic year. The University will give notice at this meeting if there are budgetary shortfalls projected for the following academic year.
- 6.6.5.5 If notice was given according to 6.6.5.4, then the University shall, on or before December 15th give notice to the Association if it is expected that the budgetary shortfall will precipitate faculty layoffs. The Association can, by January 15th, make a presentation to the Vice – President Academic & Provost outlining alternatives to the potential layoffs.

In the absence of such notice on or before December 15th, there shall be no layoffs except in the case of a Program Redundancy.

- 6.6.5.6 The University will provide to the Association:
- a) Annual Audited Financial Statements including all related Variance analysis reports;
 - b) Quarterly Management Variance and Forecast reports;
 - c) The Draft Annual Budget Plan prepared for Board approval;
~~and~~
 - d) The consolidated budget submissions from Deans and Directors as presented to ~~by~~ the Vice Presidents;
 - e) The Annual CAUBO Information Return; and
 - f) The University will provide supplementary **additional detailed**

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

information related to the documents in (a)-(e) above, upon request by the Association.

6.6.5.7 The information listed in 6.6.5.6 will be provided to the Association as soon as available.

6.6.6 Lay Off Process & Responsibility for Notice

6.6.6.1 When the lay off of faculty members appears to be necessary, the following process shall be followed during the academic year in which the lay off may occur:

6.6.6.1.1 Not later than at the time of formal notice being given to a faculty member the Administration shall provide a written outline of the reasons for the proposed lay off to the faculty member and to the Chief Personnel Steward of the Association.

6.6.6.1.2 A faculty member being terminated from his/her position shall be given formal written notice of the lay off at least four (4) months prior to the effective date of lay off being served.

6.6.6.1.3 All alternatives to the lay off of the faculty member involved shall be explored at this time by both the University-College and the Association. The Chief Personnel Steward of the Association shall be provided with all data and material relied upon by the University-College in arriving at this decision. The Association can, within twenty (20) working days of receiving formal written notice of the lay off, make a presentation to the University-College, outlining alternatives to the lay off of the faculty member.

6.6.6.1.4 The implementation of any of the alternatives identified above must be agreed to by:

- a) The Faculty Member;
- b) The Chief Personnel Steward of the Association;
- c) An appropriate senior administrator.

The University-College shall not unreasonably deny any viable alternative.

6.6.6.2 When a recommendation is made by the Senate that may result in a declaration of program redundancy which may result in the layoff of member(s), the University shall notify the Association and the faculty

member(s) involved, by a minimum of six (6) months prior to formal notice of layoff.

- 6.6.6.3 When written notice is given to the faculty member, the University shall provide the reasons for lay off and inform the faculty member(s) of his/her rights as outlined in these Articles.”

7. **ARTICLE 6.15.2 – MENU OF LABOUR ADJUSTMENT STRATEGIES**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 6.15.2 to read as follows:

“6.15.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution’s local collective agreement(s):

- (a) Job Sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the Bargaining Unit subject to available work and meeting qualifications, with minimal training required.
- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance with up to twelve (12) months’ severance payment.
- (f) Workload averaging.
- (g) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years’ contributions to the College Pension Plan where an employee opts for early retirement.
- (h) Combined pension earnings and reduced workload to equal 100% of regular salary.
- (i) Early retirement incentives pursuant to local collective agreements.

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

- (j) Agreed secondment.
- (k) Retraining.
- ~~(l) Trial retirement.~~
- (l) Continuation of health and welfare benefits.
- (m) Combinations and variations of the above or other alternatives.”

8. **ARTICLE 9.2 – APPOINTMENT OF TEMPORARY EMPLOYEES**

Effective **the date of ratification of the Memorandum of Agreement**, the University and the Association agree to amend Article 9.2.2 by adding a new provision to read as follows:

“9.2.2.2 Subject to paragraph 9.2.2.1 above, additional available temporary work in the same department will be offered, on the basis of seniority, to qualified temporary faculty who have received satisfactory teaching evaluations pursuant to Article 7.6, provided that, notwithstanding articles 9.4.3 and 9.4.4, the additional work will not result in the temporary faculty becoming eligible for regularization pursuant to Article 9.4.1. If there are two or more temporary faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5.”

The existing provision in Article 9.2.2 will be re-numbered 9.2.2.1.

9. **ARTICLE 10.1 - ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS**

Effective August 1, 2011, the University and the Association agree to amend Article 10.1.2.1 to read as follows:

“10.1.2.1 The instructional assignment for the academic year normally consists of approximately eight months. In addition to this instructional assignment, University-College professors shall normally (except under Article 12.2.3) spend two months on campus engaged in the preparation and review of courses, the interviewing of prospective students, professional development, the ordering of supplies and equipment, and other non-instructional activities of the University-College. In the event an instructional faculty member is unable to access a six week continuous period to conduct non-instructional activities described above in a given academic year, subject to the approval of the Dean, the instructional faculty member may be provided with a six week continuous period to conduct non-instructional activities in

the following academic year. Such approval will not be unreasonably denied.”

10. **ARTICLE 11.4.3 and 4 – SALARY PLACEMENT APPEALS**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 11.4.3.3 and 11.4.3.4 to read as follows:

“11.4.3.3 The Vice-President Academic Provost and the four faculty members on the Salary Placement Appeals Committee shall elect a Chair in May. The Chair shall be responsible for calling meetings of the Committee as necessary.

11.4.3.4 A new faculty member must initiate any appeal regarding his/her placement on the salary schedule within ninety (90) days of commencing duty at the University College, or within sixty (60) days of receiving the placement form, whichever is the later. The Chair of the Salary Appeals Committee shall call a meeting of the Committee within sixty days of receipt of an appeal.”

11. **ARTICLE 12.3 – PROFESSIONAL DEVELOPMENT**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 12.3.1(a) to read as follows:

“12.3.1 In order to maintain excellence of instruction and educational service at Malaspina University-College, it is recognized that there is a need for faculty to have the opportunity to participate in and pursue activities related to professional development. Towards this end the University-College shall:

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

Only those activities undertaken primarily for the benefit of Malaspina University-College can be considered for non-taxable reimbursement.

The following expenses may be eligible for reimbursement:

- i) Membership fees in professional organizations and learned societies;
- ii) Books, periodicals, journals and other materials directly associated with the faculty member’s duties and responsibilities;

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

- iii) Registration fees or other fees for courses, workshops and similar activities;
- iv) Travel expenses related to attending meetings, conferences, courses and other approved activities. (These reimbursements will be made in accordance with the travel policies of Malaspina University-College);
- v) Other activities deemed of significant benefit to Malaspina University-College.

As non-taxable reimbursements, goods purchased through Professional Development funds remain the property of Malaspina University-College.

Faculty members may elect to open Research Accounts.

Unexpended balances at the end of the fiscal year (March 31) can be:

- (a) Claimed on an expense claim form authorized by the Dean, Director or Regional Campus Principal. Payment to the faculty member of that amount will be added to his/her taxable income for the calendar year in which the payment is received;
- (b) Carried forward to the following fiscal year provided that at no time will an employee's Professional Development fund balance exceed \$3,000; or
- (c) Carried forward into the faculty member's Research Account.

In addition to this the University-College shall cover expenses for one faculty member, in each discipline where Provincially-approved articulation meetings are held, to attend one such meeting per year."

12. **ARTICLE 12.4.1 – ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE)**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 12.4.1 to read as follows:

"12.4.1 Faculty members may apply for either a full or partial release Assisted Professional Development leave of absence. A partial release leave is designed to free a full

~~time regular~~ faculty member from between ~~one-quarter .25~~ and ~~three-quarters .75~~ of his/her a full time workload at the University College. The salary received by a faculty member on partial release leave shall be calculated on a percentage basis: e.g. In a ~~one-quarter release leave~~ the faculty member would receive ~~75%~~ of his/her normal salary, for a ~~three-quarter release leave~~ the faculty member would receive ~~25%~~ of his/her normal salary. A regular full time faculty member receiving a ~~one-quarter .25-FTE~~ Assisted PD leave and working the rest of their full workload would receive 75% of their regular salary plus 25% of 70% of their regular salary. A regular .75 ~~three-quarter~~ time faculty member receiving a .25 ~~25%~~ FTE PD leave from their 75% workload would receive 50% of the salary they would be entitled to as a full time faculty member plus 25% of 70% of the salary they would be entitled to as a full time faculty member.

A one half year P.D. leave of absence shall normally be for the period January 1 to June 30 or the period July 1 to December 31. A full-year P.D. leave shall be for the twelve-month period following commencement of the leave.”

13. **ARTICLE 12.8 – FAMILY ILLNESS**

- (a) Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to delete Articles 12.8.2, 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.8 and 12.8.9 in the new collective agreement.
- (b) Effective the date of ratification of the Memorandum of Agreement, the Association agrees that it will not advance any arguments in any grievances and/or arbitrations based on Articles 12.8.2, 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.8 and 12.8.9.

14. **ARTICLE 14.8 – COPYRIGHT**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to amend Article 14.8 to read as follows:

14.8 COPYRIGHT

~~14.8.1 Books, Manuscripts, Papers, Artistic Works, and Lecture Notes, except for those written as a result of a specific directive from the University College shall remain the property of the authors. Authors shall compensate to the University College for any such costs incurred by the University College for the preparation of such materials for the personal use of the author.~~

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

~~14.8.2 Software, Audio Visual Materials, and Instructional Materials shall remain the property of the author except those produced as a result of University College requirements or University College expectations for the delivery of an instructional assignment which shall remain the property of the University College.~~

~~14.8.3 The University College may, upon written agreement, cede copyright to faculty.~~

~~14.8.4 The University College shall pay, to any author or authors, royalties totalling 50% of any net profit for selling any copyright material, unless the material was the result of a specific assignment by the University College, in which case the University College shall have full ownership of royalties.~~

~~14.8.5 Notwithstanding the above provisions, University College students shall not be charged for any materials produced by University College professors/instructors except as approved by the appropriate senior administrator.~~

~~14.8.6 A faculty member may request from the appropriate senior administrator clarification of the copyright status of any work undertaken or to be undertaken by the faculty member which may lead to a copyright. Such requests shall, whenever possible, be made prior to the faculty member undertaking such work.~~

14.8.1.7 Copyright Ownership

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

14.8.1.7.1 Belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 14.8.7.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and,

14.8.1.7.2 belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the institution, or
- (b) are given release time from usual duties to create and produce copyrightable work product, or
- (c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

14.8.2.8 Employer Rights to Materials Copyrighted by Employee(s)

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

Where the employee holds the copyright pursuant to Article 14.8.7.1, the institution shall have a right to use his/her copyrighted material ~~in perpetuity~~ for the duration of the employee's employment with the institution, for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

14.8.3 ~~9~~ Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to Article 14.8.7.2 above, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

14.8.4 ~~10~~ Joint Review

JADRC, may, at the request of either party, review issues arising from the application of Article 14.8.”

15. **Letters of Understanding**

- (a) The University and the Association agree to renew all Letters of Understanding with the exception of the Letter of Understanding – Fiscal Dividend and the Letter of Understanding – Financial Incentive.
- (b) Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to the attached Letters of Understanding on “Directed Studies” and “Review of Draft 2007-2010 Collective Agreement”.

16. APPENDIX A2 – TECHNICIANS' SALARY SCHEDULE

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree to add the following notes to the bottom of the Technicians' Salary Schedule in Appendix A2:

1. Effective the date of ratification of the Memorandum of Agreement, the value of each step of the Technicians' Salary Scale shall maintain its ratio to the value of each of the corresponding steps of the Faculty Salary Scale as set out in the Table below.
2. The intent of # 1 is to ensure that the salaries of employees on the Technicians' Salary Scale maintain their current value relative to the Faculty Salary Scale as set out in the Table below.
3. Should the parties agree in future bargaining to changes to the Faculty Salary Scale's structure or to the creation of new faculty salary scales or other faculty salary payments that are not part of a faculty salary scale, the ratios specified in #1 above shall not apply.
4. The ratio for each step as specified in #1 above is a fixed ratio.
5. Technicians shall not be placed on the Faculty Salary Scale, and the Technicians' Salary Scale and the Faculty Salary Scale shall continue to be separate scales. The provisions set out above for maintenance of the current ratio between Technicians' Salary Scale steps and Faculty Salary Scale steps is for determination of salary amounts only.

Technicians' Salary Scale and Faculty Salary Scale: Table of Corresponding Steps & Their Fixed Ratio Percentages						
Technicians' Salary Scale			Faculty Salary Scale		Fixed Ratio Percentages	
11	\$ 64,211	→	01	\$ 83,231	77.15%	
10	\$ 59,451	→	02	\$ 77,970	76.25%	
09	\$ 56,900	→	03	\$ 72,628	78.34%	
08	\$ 54,348	→	04	\$ 69,655	78.02%	
07	\$ 51,797	→	05	\$ 67,104	77.19%	
06	\$ 49,847	→	06	\$ 64,553	77.22%	
05	\$ 48,296	→	07	\$ 62,002	77.89%	
04	\$ 46,744	→	08	\$ 59,450	78.63%	
03	\$ 45,192	→	09	\$ 56,899	79.42%	
NEW	02	\$ 42,278	→	10	\$ 54,348	77.79%
NEW	01	\$ 40,293	→	11	\$ 51,797	77.79%

17. **HOUSEKEEPING MATTERS**

Effective the date of ratification of the Memorandum of Agreement, the University and the Association agree that the following housekeeping amendments shall be included in that new Collective Agreement:

- (a) Amend references to “University-College” to read “University”; and
- (b) Update references to “Malaspina University-College” and “Malaspina Faculty Association” to read “Vancouver Island University” and “Vancouver Island University Faculty Association”, respectively.

17. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

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

Signed this ____ day of _____, 2011.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

LETTER OF UNDERSTANDING: DIRECTED STUDIES

The application of the provisions of Article 10.3.4 is suspended until the expiry of this Letter of Understanding. The following provisions will apply to Directed Studies in place of the provisions of Article 10.3.4 for the duration of this Letter of Understanding:

A Directed Studies course shall be provided on a voluntary basis as an addition to an individual faculty member's assigned workload. This course will be provided by agreement of the faculty member, Chair, and Dean, and will have a maximum of five (5) students. The faculty member shall receive three-hundred and seventy-nine dollars (\$379) per semester for each Directed Studies student for a 3 credit course.

Where a Directed Studies course has fewer or greater than three credit hours, actual payment for each Directed Studies student enrolled in the course will be pro-rated. For example, faculty will receive \$126.33 ($\$379/3$) per semester for each Directed Studies student enrolled in a one credit course; \$189.50 ($\$379/2$) for a 1.5 credit course; \$252.67 ($\$379 \times 2/3$) for a two-credit course; \$505.33 ($379 \times 4/3$) for a four-credit course, etc.

The Dean will identify Directed Studies on the workload report.

This Letter of Understanding expires on March 31, 2019.

2011 OFFER FOR SETTLEMENT
VANCOUVER ISLAND UNIVERSITY – VIUFA (cont'd)

Letter of Understanding

Between

Vancouver Island University
("University")

Vancouver Island University Faculty Association
("Association")

Review of Draft 2007-2010 Collective Agreement

The University and the Association agree to establish a Joint Committee to review the proposed changes to the draft 2007 – 2010 Collective Agreement that go beyond those changes agreed by the parties and ratified by their respective principals in the Memorandum of Agreement concluding the 2007 round of collective bargaining. The committee shall be composed of two representatives chosen by the University and two representatives chosen by the Association. The purpose of the committee is to review the tentative draft 2007-2010 collective agreement to determine if the amendments are acceptable to the parties and their principals and, if so, to ratify those changes. The committee will conclude its work within 60 calendar days of the date of ratification of the Memorandum of Agreement concluding the 2010 round of collective bargaining. In the event that the parties are not able to agree to the amendments in the draft collective agreement, any provision in dispute will be resolved by the process in Item (b) of the Memorandum of Agreement concluding the 2010 round of collective bargaining.

This Letter of Agreement expires at midnight on June 30, 2011.

Signed _____, 2011.

On behalf of Vancouver Island University On behalf of the VIUFA, Local _____:
