

MEMORANDUM OF AGREEMENT

between

UNIVERSITY OF THE FRASER VALLEY BOARD
(hereinafter called "the Employer")

and the

UNIVERSITY OF THE FRASER VALLEY FACULTY & STAFF ASSOCIATION
(hereinafter called "Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF UNIVERSITY OF THE FRASER VALLEY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE UNIVERSITY OF THE FRASER VALLEY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNIVERSITY OF THE FRASER VALLEY FACULTY & STAFF ASSOCIATION (hereinafter called "Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

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

1. **Previous Conditions**

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 9, both inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

4. **Wage Increases**

Effective the date of ratification, the Employer and the Association agree to the following:

4.1. All base wages of the collective agreement shall be increased by the following percentages effective on the dates indicated:

(a) Effective January 1, 2013, all annual rates of pay which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (b) Effective April 01, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective September 01, 2013 or the date of the tentative settlement of the Memorandum of Agreement (whichever is later), all annual rates of pay which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 01, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

5. Appendix “A” – Letter of Understanding - Respectful Working Environment

Effective the date of ratification, the Employer and the Association agree to the new LOU Respectful Working Environment as attached to this Memorandum of Agreement as Appendix “A”.

6. Harassment Investigators

Effective the date of ratification, the Employer and the Association agree to receive the reports and recommendations for possible adoption that were generated through the new LOU Harassment Investigators as agreed to in the 2012 FPSE Compensation Template Table dated February 2, 2013.

7. Appendix “B” - Expedited Arbitration

Effective the date of ratification, the Employer and the Association agree to the new LOU, Expedited Arbitration as attached to this Memorandum of Agreement as Appendix “B”.

8. Post-Secondary Early Intervention Program

Effective the date of ratification, the Employer and the Association agree to adopt the Joint Early Intervention Program that was developed per the “Letter of Understanding – Post-Secondary Early Intervention Program” in the 2010-14 Support Staff Compensation Template Table date December 2, 2012, and that the JEIP will apply to all bargaining unit employees.

9. Faculty Ratio Target Levels

Effective the date of ratification, the Employer and the Association agree to amend Article 12.10(a)(i) as follows:

“Institutional Faculty Target Levels

(i) Institutional Faculty Target Levels

The employer agrees that no more than ~~30~~²⁵% of all **teaching** sections taught at UFV will be **budgeted to be** taught by sessionals **or limited term faculty**. Should this number be exceeded, Management agrees to create enough regular B positions so the number of sections **budgeted to be** taught by sessionals **or limited term faculty** drops to, or below, ~~30~~²⁵%. ~~As of May 1, 2011 the calculation of the total number of sessional sections taught will exclude those sections taught as replacement sections for Type B Teaching Faculty/Lab Instructors on sabbatical leave, on leave for purposes of research or scholarly activity in accordance with Article 18.3 (Assignment of Teaching Faculty Workload), on service leave to the Faculty and Staff Association, and on leave for the purposes of university service when the leave is for greater than four (4) months in any one academic year~~

10. **Amendments to the Collective Agreement**

Effective the date of ratification, the Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

11. **Ratification**

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

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

Signed this ____ day of _____, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

APPENDIX "A"

LETTER OF UNDERSTANDING

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as interpersonal conflict and bullying in the workplace create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

The parties agree that, in addition to the educational and training programs currently offered by the employer, they will jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) enhance understanding of interpersonal conflict and bullying, and the effects thereof in the workplace;
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.

3. Committee Timelines

The Committee shall be in effect from May 1, 2013 until June 30, 2013, but the timelines may be extended by mutual agreement.

APPENDIX "B"

LETTER OF UNDERSTANDING

EXPEDITED ARBITRATION

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

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

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor
- John Hall

- Mark Brown
- Marguerite Jackson
- Joan Gordon

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

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

7. Procedure

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

8. Mediation

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

9. Issuance of Decision

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

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

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

12. Authority of Arbitrator

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

SCHEDULE "A"

<ALL LOCAL ITEMS AGREED TO>