

**Memorandum of Agreement  
Between  
The University of the Fraser Valley  
And  
The Faculty and Staff Association of the University of the Fraser Valley  
Negotiating Committees  
On Protocol for Negotiations**

**Purpose**

1. The purpose of the negotiations is to conclude a collective agreement between the University of the Fraser Valley ("University") and the Faculty and Staff Association of the University of the Fraser Valley ("FSA") within a spirit of mutual respect and maintaining a strong and collegial University-Faculty and Staff Association relationship. The parties agree to proceed with negotiations with the understanding that a timely agreement best serves the interests of the parties, the institution, and students, both current and prospective.

**Spokesperson(s)**

2. The parties shall designate a spokesperson at the commencement of negotiations. A Spokesperson may call upon his/her committee members, alternates or resource people to speak during negotiations.

**The Committees**

3. Either party may bring observers or persons with expertise in appropriate subject areas. Notice of the intention to do so will be provided.
4. Each party shall designate a person to act as liaison person for all issues that may arise from time to time regarding meetings, communications, and any other matters relating to this process.
5. The parties agree that their bargaining committees have the authority to bargain, and further shall have the authority to commit the parties to a tentative agreement on any issue, subject to the ratification of the principals: for the FSA, their membership; and for the University, the University Board and the Post-Secondary Employers' Association.

## **Bargaining Process**

6. Meeting times and dates shall be set by mutual agreement. Subsequent negotiation meeting times and dates shall be confirmed at the end of each bargaining session. If a session is to be cancelled, each party will make every reasonable effort to give forty-eight (48) hours advance cancellation notice and to re-schedule the meeting to occur within five (5) days of the cancelled date.
7. Either party may caucus at any time. The committee requesting a caucus of more than thirty (30) minutes shall give the other committee an estimate of how much time is needed.
8. All proposals, counter-proposals, understandings, agreements, etc. must clearly state the time, date, and party making the proposal on mutually agreed upon color-coded paper. These items will also be available electronically to both parties after tabling. Tentatively agreed to items will be printed separately on green-colored paper and signed and dated by both parties.
9. The parties agree that sessions will be recorded in writing.

## **Subjects for Negotiation**

10. The parties agree to exchange complete proposal packages in writing at the commencement of negotiations. "Complete" in this context means that the proposal must contain sufficient information to convey its specific intent. Proposal packages must be exchanged at the same time. Subsequent proposals may only be tabled with the consent of the other party or as a counter proposal to a proposal of the other party. The counter proposal will be withdrawn if the proposal it was intended to counter is withdrawn.
11. Housekeeping matters will be tabled as separate documents but at the same time as proposals for substantive changes. Housekeeping items will be discussed prior to substantive items. Housekeeping items not agreed to prior to discussion of other issues may be incorporated into the substantive discussions. Additional housekeeping items may be added during bargaining by mutual consent. The parties may also agree on a case-by-case basis to address minor housekeeping items if they arise in the course of drafting the renewal collective agreement.
12. All tentative agreements will be in writing and be signed by representatives of the parties at the time of the agreement. The party preparing the written agreement text will provide a typed copy of the agreement for signing either at the next meeting of the parties, or in advance of the next meeting. Tentatively agreed items will not be revisited unless subsequent agreements directly impact the former, and the parties mutually agree to do so.

## **Meeting Times, Location and Costs**

13. The parties will establish a schedule of meetings, which allows for enough advance notice in order to obtain release from instructional duties for FSA representatives and to accommodate the management duties of University representatives.
14. For the purposes of bargaining, the university will ensure leaves of absence with pay (at the FSA's expense) and without loss of seniority for bargaining unit representatives on the FSA negotiating team.
15. Bargaining will take place primarily at the Abbotsford Campus using two rooms, one for caucus, which are acceptable to both negotiating teams, subject to availability. If bargaining takes place elsewhere, the location will be mutually agreed upon and coordination and costs will be shared.
16. Each party will be responsible for its own costs for transportation, meals, coffee, water or other refreshments.

## **Communications**

17. The parties retain the right to communicate openly and freely with their own principals as well as with their respective experts, advisors, and associations (e.g. FPSE, PSEA, legal counsel). The parties further agree that, in circumstances where a party or any agent of the party intends to communicate with the other party's principals or the media, twenty-four (24) hours' notice shall be given to the other party.
18. The parties agree as a general principle that they do not intend to bargain in the media.

## **Full Disclosure**

19. The parties agree to disclose any information, financial or otherwise that is relevant to these negotiations including any plans or decisions that will affect the employees during the term of the contract pursuant to the Labour Relations Code of B.C.

## **Employee Benefits**

20. The University shall provide continuation of benefits in accordance with Section 62 of the Labour Relations Code in the event of a labour dispute, subject to negotiated return-to-work provisions.

**Ratification**

- 21. Following conclusion of local bargaining, there shall be a single ratification vote by the FSA on the tentative Local Agreement. The University has a dual ratification process under which the package must be ratified by both the University's Board and the Post-Secondary Employers' Association Board.

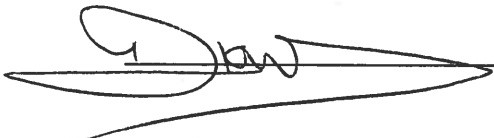
**Protocol Agreement**


This protocol agreement shall be changed only by mutual consent of the parties.

Dated at Abbotsford, BC this 15<sup>th</sup> day of January, 2015.

UNIVERSITY OF THE FRASER VALLEY

FACULTY AND STAFF ASSOCIATION OF THE  
UNIVERSITY OF THE FRASER VALLEY

  
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