

**COLLECTIVE BARGAINING
Brandon University and BUFA
Employer Proposal
November 17, 2011 at 2:50 p.m.**

*******FINAL OFFER for a four year Agreement
expiring March 31, 2015*******

7.13 Sessional Appointments (RFR)

- (b)(iii) Counterproposal from the Employer – Agreed between the parties, subject to review of final wording.

Right of First Refusal

If as per, (b) (i), a person has been issued at least one (1) external sessional appointment for each of four (4) consecutive academic years, for the same course of three (3) student credit hours or more, that person shall have the Right of First Refusal (RFR) for subsequent external sessional contracts offered for one (1) offering of that course per academic term. In the School of Health Studies, the RFR does not apply to clinical practice or field placement courses. The first academic year to be considered for building RFR entitlement is 2012-13, with the following exception. Persons who as of January 01, 2012 have been issued at least one appointment for each of the previous four (4) consecutive academic years for the same three (3) or more student credit hour course shall be eligible for the RFR for that course for the academic year commencing September 2014, subject to the external sessional member having taught the course at least once from January 1, 2012 to December 31, 2012 and at least once from January 1, 2013 to December 31, 2013. Where one or more members hold a competing RFR, the department shall recommend a rank order among those holding the RFR and the Dean shall determine order of priority.

Once the RFR is achieved, the individual must teach the same course of three (3) credit hours or more at least once during every two (2) academic years in order to maintain the RFR. For the purpose of this provision, the two-year period is defined as starting on September 1 and ending twenty-four (24) months later on August 31.

The individual may apply to the Dean to extend this maintenance period for a maximum of one additional academic year in the following circumstances:

- (1) appointment to a full-time term faculty position at Brandon University or another post-secondary institution;
- (2) the course is not offered on a sessional basis during the academic year in question or another person with the RFR was appointed to teach the course;
- (3) absence to upgrade academic qualifications;
- (4) absence for maternity/parental purposes;

(5) extended illness;

(6) other approved absences; and

(7) appointment(s) within the two-year maintenance period to teach another course in the department.

All other language issues withdrawn by both Parties

APPENDIX F: SALARIES AND BENEFITS

F.1 Salaries

- (a) Scale increase of 1.0% in Year 1 effective April 2011
- (b) Scale increase of 1.0% in Year 2
- (c) Scale increase of 3.0% in Year 3
- (d) Scale increase of 3.0% in Year 4

Increments July 1 of each year. Effective April 1, 2011, the salary scale shall be adjusted to raise the floor and ceiling of every rank by one (1) full increment. The number of steps shall remain unchanged from the 2008-2011 Collective Agreement.

F.7.3 Pensions

If unfunded liability special payments in 2012 or 2013 drop below \$3.126 million, one third (1/3) of the savings below the \$3.126 million shall be paid in the 2012-13 and 2013-14 years respectively, as an equal one-time gross salary bonus to all BUFA members contributing to the Plan, prorated for part-time members, with a pool of funds to be agreed between the Parties for Sessional instructors out of that same one-third. One third (1/3) of the savings shall be paid into a pool for student bursaries. One third (1/3) of the savings shall remain in the operating budget for general purposes.

Return to Work Agreement

- Revise 2008 document as a model.
- One-time gross payment of \$1,800 per striking (non-sessional) member – prorated for part-time members. Sessionals to be paid the full amount of the contract provided the course is completed.
- The union shall pay the employee premiums for the Brandon University Retirement plan and employee group benefits described in the Job Action Protocol, on behalf of its members, for the period of the strike. The Employer shall pay the employer premiums for the same.