

MEMORANDUM OF SETTLEMENT

between the

OKANAGAN COLLEGE  
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE OKANAGAN COLLEGE, ACTING ON BEHALF OF THE OKANAGAN COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE OKANAGAN COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE TERMS OF THE SETTLEMENT ACHIEVED AT THE COMMON TABLE AND THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

To be negotiated at the Common Table.

3. **Effective Dates**

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

4. **Appendix "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Appendix "A".

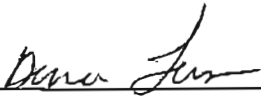

5. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Settlement and the Memorandum of Settlement from the Common Table, the parties shall recommend the approval of both Memoranda together to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

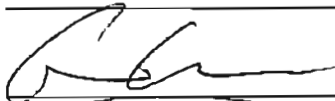

This Memorandum of Settlement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 7<sup>th</sup> day of March, 2014.

BARGAINING REPRESENTATIVES FOR  
THE OKANAGAN COLLEGE:

  
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BARGAINING REPRESENTATIVES FOR  
THE B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:

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APPENDIX "A"

*<Attach all signed off tentative agreements>*

#### 4. Employer Proposal

##### ARTICLE 8 – APPOINTMENT CATEGORIES

##### 8.5 Conversion to a Regular Appointment

- (a) A non-regular employee shall be reviewed for conversion to a regular appointment when:
- (1) an employee has worked at least two consecutive years (52 consecutive pay periods) at a workload of 50% or greater (651 hours per year) for each of the two consecutive years, or
  - (2) an employee has performed a workload of at least 120% (1562 hours) over at least two consecutive years (52 consecutive pay periods).
- (b) The report of non-regular employees who have met the criteria in Clause 8.5(a) shall be reviewed every two months, and employees shall be converted to a regular appointment provided that:
- (1) the designated supervisor, in consultation with the, Department Chair, determines that a minimum ongoing regular part-time workload is available in accordance with the educational and/or budget plan,
  - (2) the employee's evaluations during the two consecutive years (52 consecutive pay periods) immediately preceding conversion have all been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken, and
  - (3) a duly constituted review committee deems the employee qualified for the work available and makes a recommendation to the designated supervisor as to whether the employee is or is not qualified. The Review Committee shall be selected by the employees on regular ~~full-time~~ appointments in the appropriate program, or related programs where necessary, in collaboration with the designated supervisor, and shall consist of three employees on regular ~~full-time~~ appointment from the program, including the Department Chair, if appropriate. In a program with fewer than three employees on regular full-time appointment, a review committee shall include members from related programs to constitute a representation of three.

For the purpose of determining eligibility for conversion as outlined in Clause 8.5(a) above, replacement work shall be included. However, consideration of ongoing work may include replacement work of a known long duration, but not work resulting from a regular employee's leave with or without pay of 12 months or less.

- (c) Non-regular employees who are eligible for conversion to a regular appointment in accordance with Clauses 8.5(a) and (b) above shall have the right to accrue any and all ongoing available work for which they are qualified on a seniority basis within their assigned program and centre up to a full-time workload. This right of accrual for ongoing work shall be the basis for determining the actual minimum percentage for the regular appointment. Such right of accrual shall take precedence over any other

## **B.C. GOVERNMENT AND EMPLOYEES' UNION AND OKANAGAN COLLEGE**

As per #7 of the Protocol Agreement for the 2014 BCGEU College Faculty Common Agreement:

"Any local issues that are not resolved (i.e. withdrawn or tentatively agreed to by March 7<sup>th</sup>) will be advanced to the common table for negotiations during the week of March 31<sup>st</sup>".

The Parties agree the following 6 issues were not resolved:

### **1. Union Proposal**

#### **ARTICLE 27 - HEALTH AND WELFARE PLANS**

##### **27.1 Details of Coverage**

(a) Optical Coverage

~~\$300~~ **\$500** maximum coverage for each insured individual during a 24 month period.

### **2. Union Proposal**

#### **ARTICLE 42 - SUBSISTENCE ALLOWANCE**

(a) (1) Employees who are authorized by the OC President, or designate, to attend a meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of ~~\$45.85 (with receipts) or \$26.05 (without receipts)~~ **\$61.00** per full day, for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

	With Receipts	Without Receipts
Breakfast	<del>\$10.94</del> <b>\$14.00</b>	<del>\$5.73</del>
Lunch	<del>\$12.76</del> <b>\$18.00</b>	<del>\$7.03</del>
Dinner	<del>\$22.14</del> <b>\$29.00</b>	<del>\$13.29</del>

(2) In addition to the meal allowances permitted pursuant to Clause 42(a)(1), employees shall be entitled to claim a maximum of ~~\$33.00~~ **\$50.00** per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Employees shall be reimbursed for one five minute telephone call home for each night away.

### **3. Union Proposal**

#### **ARTICLE 43 - TRAVEL ALLOWANCE AND EMPLOYEE PARKING**

(a) (1) Employees authorized to use their personal motor vehicle for OC business shall be paid a travel allowance for actual distance travelled at the rate of ~~\$0.47~~ **\$0.53** per kilometre for required travel for the distance determined by OC between the employee's assigned campus or location and the campus(es) or location(s) where additional duties are assigned.

employee's rights of first refusal. The exercise of this right to accrue any and all ongoing available work for which they are qualified may result in a minimum regular part-time workload being unavailable for a non-regular employee with less seniority who would otherwise qualify for conversion.

- (d) The employee's conversion to a regular appointment will become effective on the first of the month following the date upon which the employee meets the conversion criteria except in cases where the program follows a traditional semester model (Fall and Winter semesters). In such programs, the conversion date will be determined by the Dean in consultation with the Department Chair. Salary will begin on the date on which the available ongoing unreduced workload begins.

## 5. Employer Proposal

### ARTICLE 25 - RETIREMENT

#### 25.1 Retirement Notice (insert new and renumber subsequent provisions)

**An employee on regular appointment may retire by giving at least 4 months' notice in writing to his/her designated supervisor. The retirement will take effect at the end of the 4 months' notice or at the end of his/her current teaching assignment, whichever comes first, unless an earlier date is mutually acceptable.**

#### 25.2 Retirement ~~Leave or~~ Pay-out

Upon retirement, an employee on a regular appointment shall be granted ~~a leave, or at the employee's option,~~ a cash payout, equal to 50% of accumulated sick leave.

## 6. Employer Proposal

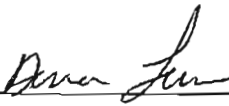

#### 49.4 Severance Pay

(a) An employee on a regular appointment whose employment is terminated by OC for reasons other than cause shall receive severance pay at the rate of five working days for every year of completed full-time equivalent service with OC, prorated. The initial and final years of service on regular appointment will be prorated.

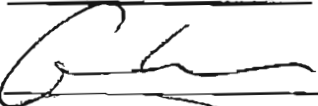

~~(b) An employee on regular appointment whose employment is terminated for reasons of a reduction of staff and who has served OC for at least five full-time equivalent years shall receive four months' salary as a re-establishment gratuity.~~

(c) If a former employee is re-employed on a regular appointment by OC following termination, the employee shall refund to OC that portion of severance pay which exceeds one month's salary for each month of layoff.

**BARGAINING REPRESENTATIVES FOR  
THE OKANAGAN COLLEGE:**

  
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\_\_\_\_\_

**BARGAINING REPRESENTATIVES FOR  
THE B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION:**

  
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## Appendix A – Local Issues

The Employer and the Union agree that the outstanding issues referenced in the local Memorandum of Settlement dated March 7, 2014 have been resolved and that the amendments in this document represent a full and final settlement of all local issues and will form part of the local Memorandum of Settlement.

### ARTICLE 8 – APPOINTMENT CATEGORIES

#### 8.5 Conversion to a Regular Appointment

- (a) A non-regular employee shall be reviewed for conversion to a regular appointment when:
  - (1) an employee has worked at least two consecutive years (52 consecutive pay periods) at a workload of 50% or greater (651 hours per year) for each of the two consecutive years, or
  - (2) an employee has performed a workload of at least 120% (1562 hours) over at least two consecutive years (52 consecutive pay periods).
- (b) The report of non-regular employees who have met the criteria in Clause 8.5(a) shall be reviewed every two months, and employees shall be converted to a regular appointment provided that:
  - (1) the designated supervisor, in consultation with the, Department Chair, determines that a minimum ongoing regular part-time workload is available in accordance with the educational and/or budget plan,
  - (2) the employee's evaluations during the two consecutive years (52 consecutive pay periods) immediately preceding conversion have all been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken, and
  - (3) a duly constituted review committee deems the employee qualified for the work available and makes a recommendation to the designated supervisor as to whether the employee is or is not qualified. The Review Committee shall be selected by the employees on regular full-time appointments in the appropriate program, or related programs where necessary, in collaboration with the designated supervisor, and shall consist of three employees on regular full-time appointment from the program, including the Department Chair, if appropriate. In a program with fewer than three employees on regular full-time appointment, a review committee shall include members from related programs to constitute a representation of three.

For the purpose of determining eligibility for conversion as outlined in Clause 8.5(a) above, replacement work shall be included. However, consideration of ongoing work may include replacement work of a known long duration, but not work resulting from a regular employee's leave with or without pay of 12 months or less.

- (c) Non-regular employees who are eligible for conversion to a regular appointment in accordance with Clauses 8.5(a) and (b) above shall have the right to accrue any and all ongoing available work for which they are qualified on a seniority basis within their assigned program and centre up to a full-time workload. This right of accrual for ongoing work shall be the basis for determining the actual minimum percentage for the regular appointment. Such right of accrual shall take precedence over any other employee's rights of first refusal. The exercise of this right to accrue any and all ongoing available work for which they are qualified may result in a minimum regular part-time workload being unavailable for a non-regular employee with less seniority who would otherwise qualify for conversion.
- (d) The employee's conversion to a regular appointment will become effective on the first of the month following the date upon which the employee meets the conversion criteria **except in cases of semesterized work where the conversion becomes effective prior to either a fall or winter intake. In such cases, the conversion date will be determined by the Dean and the Department Chair. Where there is disagreement between the Dean and the Department Chair, the date shall be determined by the Vice President, Education.** Salary will begin on the date on which the available ongoing workload begins.



## ARTICLE 42 – SUBSISTENCE ALLOWANCE

- (a) (1) Employees who are authorized by the OC President, or designate, to attend a meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of \$45.85 (with receipts) or \$26.05 (without receipts) per full day, for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

	With Receipts	Without Receipts
Breakfast	\$10.94	\$ 5.73
Lunch	\$12.76	\$ 7.03
Dinner	\$22.14	\$13.29

- (2) In addition to the meal allowances permitted pursuant to Clause 42(a)(1), employees shall be entitled to claim a maximum of \$33.00 per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Employees shall be reimbursed for one five minute telephone call home for each night away.

- (3) From the signing of this Agreement, the preceding subsistence rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

- (4) Upon prior approval from the designated supervisor, employees shall be reimbursed for the actual additional child care or dependant spousal expenses incurred by the employee in the conduct of the Employer's business outside regularly assigned duties as outlined in Article 13.

- (b) During the term of this Agreement the subsistence rates in (a) (1) and (2) will be increased to the following:**

- (1) **Effective April 1, 2016**

**Per diem reimbursement for actual meals to a maximum of \$47.00 (with receipts) or \$26.69 (without receipts)**

**If less than a full day**

	With Receipts	Without Receipts
<b>Breakfast</b>	<b>\$11.21</b>	<b>\$ 5.87</b>
<b>Lunch</b>	<b>\$13.08</b>	<b>\$ 7.21</b>
<b>Dinner</b>	<b>\$22.69</b>	<b>\$13.62</b>

**The maximum claim for private dwelling accommodation shall be \$33.83**

- (2) **Effective April 1, 2018**

**Per diem reimbursement for actual meals to a maximum of \$48.41 (with receipts) or \$27.49 (without receipts)**

**If less than a full day**

	With Receipts	Without Receipts
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<b>Breakfast</b>	<b>\$11.55</b>	<b>\$ 6.05</b>
<b>Lunch</b>	<b>\$13.47</b>	<b>\$ 7.42</b>
<b>Dinner</b>	<b>\$23.37</b>	<b>\$14.03</b>

**The maximum claim for private dwelling accommodation shall be \$34.84**

### **ARTICLE 43 - TRAVEL ALLOWANCE AND EMPLOYEE PARKING**

- (b) (1) Employees authorized to use their personal motor vehicle for OC business shall be paid a travel allowance for actual distance travelled at the rate of \$0.47 per kilometre for required travel for the distance determined by OC between the employee's assigned campus or location and the campus(es) or location(s) where additional duties are assigned.

It shall not be a condition of employment for an employee to supply a motor vehicle. An employee may refuse to use their personal motor vehicle for OC business.

- (2) From the signing of this Agreement, the preceding travel rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

- (c) OC shall provide, free of charge, parking space designated for the motor vehicles of employees. Employees shall be provided with parking stickers for this purpose.

- (d) An employee who is required to travel in excess of four days per month per insurance year between OC centres, campuses, or locations on OC business shall, subject to the prior approval of the OC President or designate, be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary. If OC so reimburses an employee, the employee shall normally use their personal motor vehicle for travel on OC business requiring a motor vehicle.

- (e) **During the term of this Agreement, the travel allowance rate in (a) (1) above of \$0.47 per kilometre shall be increased to the following:**

- (1) **Effective April 1, 2016 - \$0.48 per kilometre**
- (2) **Effective April 1, 2018 - \$0.50 per kilometre**

8.6 Parameters of a Regular Part-time Appointment

(a) (1) Employees on regular part-time appointments shall have a minimum workload of 50% (651 hours) in an annual workload assignment. The actual minimum percentage for individual employees shall be established by the determination of available work in the College year at the time of conversion in accordance with Clause 8.5(c).

(2) Once an employee is on a regular part-time appointment, layoff provisions shall be invoked if it is determined that the regular part-time appointment will fall below his/her actual minimum percentage.

(b) At the time of receiving a regular part-time appointment, employees may, in consultation with a Human Resources Department representative, elect one of the following options with respect to salary ~~and benefits~~. Once elected it may only be changed with the mutual agreement of OC and the employee.

(1) An employee on a regular part-time appointment shall receive a prorated annual salary based upon the actual minimum percentage of their regular part-time appointment averaged over the calendar year in accordance with Clause 13.3(b)(2). Salaries shall be paid in biweekly instalments every second Friday throughout the calendar year. An employee electing this option shall be entitled to prorated vacation time at the rate of pay determined by the actual percentage for the employee's regular part-time appointment for each completed month of service based on 43 working days per annum. ~~In addition, the employee shall be eligible for health and welfare benefits in accordance with Clause 27.1. OC shall pay a pro rata portion of the health and welfare benefits based upon the actual percentage for the employee's regular part-time appointment. (moved to new c)~~

(2) An employee on a regular part-time appointment shall receive a salary based upon the actual hours worked. Salaries shall be paid in biweekly instalments every second Friday during the period of the employee's workload assignment. An employee electing this option shall receive prorated vacation time based on 43 working days per annum, payable biweekly. In addition, the employee shall be eligible for health and welfare benefits in accordance with Clause 27.1. ~~OC shall pay a pro rata portion of the health and welfare benefits based upon the percentage of the employee's workload assignment while they are in receipt of a salary from OC. Employees may continue their health and welfare benefits during the time they are not receiving a salary from OC provided they reimburse OC for the full cost of the health and welfare benefits.~~

(c) *new (Renumber subsequent provisions)*

An employee on a regular part-time appointment shall be eligible for health and welfare benefits in accordance with Clause 27.1. OC shall pay a pro rata portion of the health and welfare benefits based upon the actual percentage for the employee's regular part-time appointment. **Where an employee receives their salary pursuant to (b)(1) above, deductions for Health and Welfare benefit premiums shall be made throughout the calendar year. Where an employee receives their salary pursuant to (b)(2) above, a schedule of deductions for Health and Welfare benefit premiums shall be made after a review of options with a Human Resources Department representative. Such options may include:**

- 1) annualizing benefit premium payments over 12 months including the provision of post-dated cheques for the non-duty period;
- 2) deducting full annual benefit premium payments during the duty period; or,
- 3) discontinuing benefits over the non-duty period.

**OC & BCGEU Vocational Negotiations  
Agreed Language**

Once an option is elected it may only be changed with the mutual agreement of OC and the employee. A reconciliation of benefit premium payments will be completed annually or upon employment termination and shall include any benefit premium changes that may have occurred. Overpayments or shortfalls shall be included in the subsequent schedule of deductions or upon the final cheque.

(c) When an employee on a regular part-time appointment who elects to be paid in accordance with Clause 8.6(b)(1) above leaves the employment of OC prior to the end of a calendar year, the actual hours worked shall be reconciled to the actual salary received for the portion of the calendar year worked. Any overpayment or underpayment shall be adjusted on the final paycheque.

(d) Employees on regular part-time appointments shall have the right to accrue additional work for which they are qualified, on a seniority basis up to a full-time workload. The designated supervisor, in consultation with the Department Chair, shall use the review process in Clause 8.5(b)(3) to determine if the regular part-time employee is qualified. Such right of accrual shall take precedence over any other employee's rights of first refusal.

(e) Employees on regular part-time appointments who accrue additional work in accordance with Clause 8.6(d), shall receive a separate non-regular appointment for the additional work and shall receive 14% in lieu of vacation and 4% in lieu of health and welfare benefits.

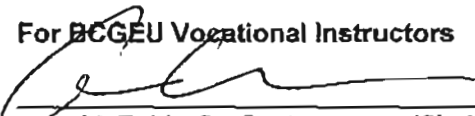
(f) At any time OC determines that the additional work will become ongoing, or after the work has been accrued as a separate non-regular appointment for two consecutive College years, the minimum percentage for the employee's regular part-time appointment shall be revised.

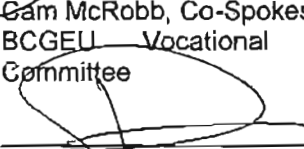
(g) A full-time workload resulting from a regular full-time employee's leave with or without pay shall be offered, on a seniority basis, to qualified regular part-time employees. The designated supervisor, in consultation with the Department Chair, shall use the review process in Clause 8.5(b)(3) to determine if the regular part-time employee is qualified. An employee who assumes the full-time workload on a replacement basis shall be entitled to return to their regular part-time appointment at the completion of the replacement period.

**For Okanagan College**


\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

**For BCGEU Vocational Instructors**

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructors Negotiating  
Committee

  
\_\_\_\_\_  
Rob Witherspoon, Spokesperson  
BCGEU Vocational Instructors Negotiating  
Committee

**For PSEA**

  
\_\_\_\_\_  
Chris Rawson, Managing Labour Relations Consultant II

Date: March 7, 2014

Date: March 7, 2014

**ARTICLE 11 – SELECTION OF EMPLOYEES**

(g) Applicants from within the bargaining unit with 1302 hours and who retain seniority rights per Article 20 shall be ~~eligible for~~ **granted** an interview for any regular position within the employee's department that the employee applies for provided the employee possesses the required qualification, education and experience for the position and the employee is assessed satisfactory on his or her most recent evaluation.

**ARTICLE 17 – DISTANCE EDUCATION COURSES**

(1) These amounts shall be prorated for a shorter period, subject to a minimum retainer of:

Dec. 31, 2012 - Mar. 31, 2013
\$163.66


**ARTICLE 30 – BEREAVEMENT LEAVE**

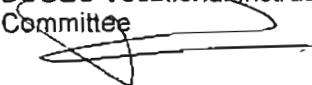
(a) In the case of bereavement in the immediate family, an employee, who is not on leave of absence without pay, shall be entitled to special **bereavement** leave, at their regular rate of pay, to a maximum of five working days.

For Okanagan College

  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructor's Negotiating  
Committee

  
\_\_\_\_\_  
Rob Wotherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

For PSEA

  
\_\_\_\_\_  
Chris Rawson, Managing Labour Relations Consultant II

Date: March 5, 2014

Date: March 5, 2014

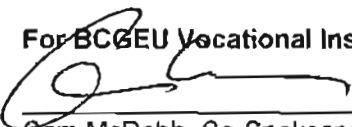
13.4 Curriculum Development/Professional Development

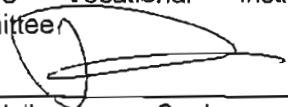
- (a) (1) "Curriculum Development" is defined as ongoing maintenance activities associated with assigned courses which are required to keep course materials current and relevant.
- (2) "Professional Development" is defined in accordance with Article 35 as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities. Professional Development activities contribute to the learning, development and growth of employees as Vocational Instructors.
- (b) Regular employees shall be provided with 21 days per calendar year for curriculum development, professional development and non-instructional duties (CD/PD time).
- (1) The number of CP/PD days shall be prorated for regular part-time employees in proportion to the employee's workload level.
- (2) The employee shall prepare a schedule for the use of both curriculum development/professional development time and for vacation time in consultation with the Department Chair for approval by the designated supervisor. This schedule must be approved prior to any significant CD/PD and/or vacation time being taken, but not later than March 31. **The schedule shall not be changed without the prior approval of the designated supervisor.**
- (3) To facilitate the scheduling of CD/PD time for regular employees, OC shall establish a "Replacement Bank" to cover the cost of replacement instructors. A total of 380 days will be allocated to the bank each fiscal year by OC. Days remaining in the bank at the end of one fiscal year shall be carried forward to the next year to a maximum of 30 days.
- (4) Regular employees may schedule a maximum of 4 days CD/PD time for "PD activities" for which the replacement may be charged to the Replacement Bank described in Clause 13.4 (b)(3).
- (5) **Curriculum development may be completed off-campus with the permission of the designated supervisor in consultation with the Department Chair.**
- (c) Employees on non-regular appointments shall receive prorated curriculum development time based on a maximum entitlement of 12 working days in any one calendar year.

For Okanagan College

  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructors Negotiating  
Committee

  
\_\_\_\_\_  
Rob Wotherspoon, Spokesperson  
BCGEU Vocational Instructors Negotiating  
Committee

OC & BCGEU Vocational Negotiations  
Agreed Language

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For PSEA



Chris Rawson, Managing Labour Relations Consultant II

Date:

March 7, 2014

Date:

March 7, 2014

**APPENDIX B - TRAINING PROGRAMS**

The programs referred to throughout this Agreement are designated as follows:

Accounting Assistant  
Administrative Assistant  
Administrative Assistant Fundamentals  
Adult Basic Education  
Adult Special Education  
Certified Dental Assistant  
Early Childhood Education  
English as a Second Language  
Health Care Assistant  
Human Service Worker  
Legal Administrative Assistant-Corporate  
Conveyancing  
Legal Administrative Assistant-Litigation  
Medical Administrative Assistant  
Medical/Dental Receptionist  
Medical Secretary Program  
Occupational First Aid – Level 3  
Office Assistant  
**Pharmacy Technician**  
Practical Nursing  
Therapist Assistant

**APPRENTICESHIP PROGRAMS**

Automotive Painting and Refinishing  
Automotive Prep Technician  
Automotive Service Technician  
Cabinet Maker  
Carpenter  
Commercial Transport Vehicle Mechanic  
Cook  
Domestic/Commercial Gasfitter  
Domestic/Residential Geothermal Technician  
Domestic/Residential Heating Technician  
Electrical  
Heavy Duty Equipment Technician  
Metal Fabrication  
Motor Vehicle Body Repairer  
Plumber  
Recreation Vehicle Service Technician  
Refrigeration Technician  
Sheet Metal Worker

Sprinkler System Installer  
Steamfitter/Pipefitter

**FOUNDATION PROGRAMS**

Aircraft Maintenance Engineer  
Automotive Collision Repair/Painting and  
Refinishing  
Automotive Refinishing (Painting)  
Automotive Service Advisor  
Automotive Service Technician  
Carpentry/Joinery  
CNC/Joinery  
Construction Assistant  
Culinary Arts  
Domestic/Commercial Gasfitter  
Electrician pre-apprenticeship  
Gateway to Trades  
Hairstylist  
Heating, Ventilation, Air Conditioning (HVAC)  
Heavy Duty/Commercial Transport Mechanics  
Horticulture pre-apprenticeship  
Joinery  
Metal Fabrication  
Outdoor Power Equipment Technician  
Parts & Warehousing Person  
Plumbing pre-apprenticeship  
Recreation Vehicle Technician  
Residential Construction  
Sheet Metal pre-apprenticeship  
Sprinkler System Installer  
Steamfitter/Pipefitter  
Trades and Technology Teacher Education  
(Trades component)  
Vehicle Detailer  
Welding, Levels C,B,A



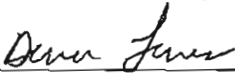
**OC & BCGEU Vocational Negotiations  
Agreed Language**

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In the event the name of a program listed in this Appendix is changed in the OC calendar, then this Appendix will be automatically amended to reflect the new program name.

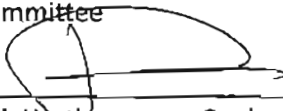
The College will continue to provide the Union with information regarding plans for the offering of new vocational programs that are defined by Clause 3.1(b), as these are developed. The parties agree that each year, at the October and April meetings of the Joint Union /Management Committee (JUMC), the list of programs will be reviewed and, where necessary, revised.

**For Okanagan College**

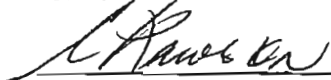
  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

**For BCGEU Vocational Instructors**

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructor's Negotiating  
Committee

  
\_\_\_\_\_  
Rob Wotherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

**For PSEA**

  
\_\_\_\_\_  
Chris Rawson, Managing Labour Relations Consultant II

Date: March 5, 2014

Date: March 5, 2014

LETTER OF UNDERSTANDING #1  
RE: WORKLOAD

Renew

For Okanagan College

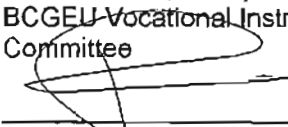


Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

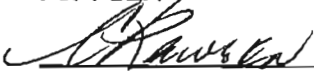


Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructor's Negotiating  
Committee



Rob Witherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

For PSEA



Chris Rawson, Managing Labour Relations Consultant II

Date: March 5, 2014

Date: March 5, 2014

LETTER OF UNDERSTANDING #[X]

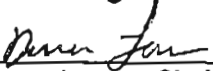
REHABILITATION COMMITTEE

During the 2014 round of bargaining, the union tabled a proposal to establish and maintain a Rehabilitation Committee.

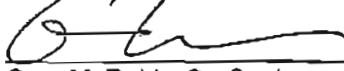
Given that the parties agree that they have a joint interest in preserving the integrity of the benefit programs and of ensuring employees receive appropriate support for workplace accommodations, access to benefits, rehabilitation and return to work, the parties have agreed as follows:


1. The parties shall form a Rehabilitation Committee which shall develop terms of reference for recommendation.
2. The Joint Rehabilitation Committee shall comprise four members; two appointed by the College and two appointed by the BCGEU. The Rehabilitation Committee may invite resource personnel as needed.
3. The Rehabilitation Committee shall meet and endeavor to make recommendations to the Joint Union-Management Committee (JUMC) before June 30, 2014.

For Okanagan College

  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructor's Negotiating  
Committee

  
\_\_\_\_\_  
Rob Witherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

For PSEA

  
\_\_\_\_\_  
Chris Rawson, Managing Labour Relations Consultant II

Date: March 7, 2014

Date: March 7, 2014

LETTER OF UNDERSTANDING #[X]

SUBSISTENCE AND TRAVEL ALLOWANCE ("MILEAGE") FOR EMPLOYEES WITH WORK  
ASSIGNMENTS AT REMOTE LOCATIONS

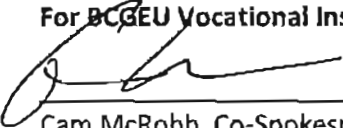
The following provisions apply to employees with work assignments in the Trades and Apprenticeship programs:

1. If a regular employee is assigned to work at a location other than his/her assigned campus and, with the approval of the Employer has secured accommodation at that location, the College will reimburse the employee the following:
  - a. mileage costs for one round trip per week between the employee's residence and the location;
  - b. the reasonable cost of accommodation;
  - c. meal expenses up to a maximum of \$44.00 (with receipts) or \$25.00 (without receipts).
2. If a regular employee is assigned to work at a location other than his/her assigned campus and does not secure accommodation, the College shall will reimburse the employee for the difference in mileage between the employee's normal travel to work and the assigned location (i.e. if the normal distance to work is 35 kilometers and the distance to the assigned location is 45 kilometers, the employee will be paid mileage for 10 kilometers).
3. If a regular employee is required to travel to a worksite that is not an established campus, the College shall will reimburse the employee for mileage that is greater than 15 kilometers from the employee's assigned campus (i.e. if the distance to the site is 35 kilometers from the employee's assigned campus, the employee will be paid mileage for 20 kilometers).
4. ~~In addition to the foregoing, the parties have agreed that these~~ Instructors who are engaged in the Rotating Trades and Residential Construction Program are entitled to travel time between centers as per the 2:1 ratio identified in Clause 13.2(e) of the Collective Agreement (e.g. three hours travel time = 1.5 hour workload credit). The parties have agreed that travel time of less than 30 minutes, calculated cumulatively for the days of a specific assignment, will not be claimed. Travel time of 30 minutes or greater, calculated cumulatively for the days of a specific assignment, may be claimed. Travel time will be determined using Google Maps. ~~We have also agreed that~~ Only travel time in excess of the employee's normal travel time to their assigned location will be recognized. Travel time will not typically be paid at overtime rates. It will be recognized as workload credit either as part of the employee's contract or on a timesheet.

For Okanagan College


  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructor's Negotiating  
Committee

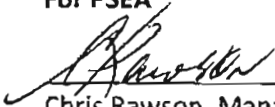
**OC & BCGEU Vocational Negotiations  
Agreed Language**

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Rob Wotherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

**For PSEA**



Chris Rawson, Managing Labour Relations Consultant II

Date: March 6, 2014

Date: March 6, 2014

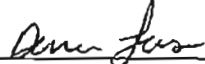
LETTER OF UNDERSTANDING

RE: CURRICULUM DEVELOPMENT FOR NON-REGULAR EMPLOYEES

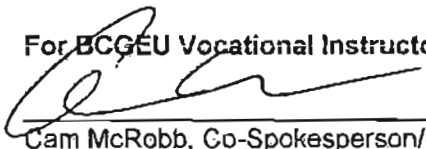
During the 2014 round of bargaining, the union tabled proposals to amend article 13.4 (c) to amend the amount of pro-rated curriculum development time for non-regular employees. Given that the parties agree that they have a joint interest in reviewing issues relating to the curriculum development time for non-regular employees and that they require more time to determine the feasibility of increasing such time in a cost-neutral manner, the parties hereby agree as follows:

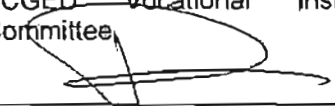
1. The parties shall form a Working Group in order to explore options to inventory the issues and explore solutions.
2. The Working Group shall be comprised of six members, three appointed by the College and three appointed by the BCGEU. The Working Group shall invite resource personnel as needed.
3. The Working Group shall meet and endeavor to make recommendations before June 30, 2014.
4. Any agreement to amend the terms of the collective agreement shall be subject to ratification of the principals. For the College, the principals include the Okanagan College Board of Governors and the Board of Directors of the Post-Secondary Employers' Association.

For Okanagan College

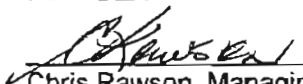
  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

  
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Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructors Negotiating  
Committee

  
\_\_\_\_\_  
Rob Wotherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

For PSEA

  
\_\_\_\_\_  
Chris Rawson, Managing Labour Relations Consultant II

Date: March 7, 2014

Date: March 7, 2014

March 7, 2014

Mr. Cam McRobb  
BCGEU Vocational Instructors Chairperson  
c/o Okanagan College  
1000 KLO Road  
Kelowna, BC

Dear Cam:

**SUBJECT: Bargaining Unit Seniority**

This letter is sent to resolve outstanding issues with respect to the BCGEU's proposal on Article 20 – Seniority.

As the parties have negotiated a settlement to the seniority grievance and the Union would like greater clarity for its members, the College will commit to produce an HR Procedure which outlines the process for seniority calculation consistent with that settlement and post it online with all HR Procedures.

Please note that this undertaking will be implemented upon ratification by our respective principals of local and common agreements pursuant to the Protocol Agreement related to the 2014 BCGEU College Faculty Common Agreement.

Sincerely,


Randy Marady, Director  
Human Resources


cc Rob Wotherspoon, Staff Representative

For Okanagan College


  
\_\_\_\_\_  
Donna Lomas, Chairperson  
Okanagan College Negotiating Committee

For BCGEU Vocational Instructors

  
\_\_\_\_\_  
Cam McRobb, Co-Spokesperson/Chairperson  
BCGEU Vocational Instructor's Negotiating  
Committee

  
\_\_\_\_\_  
Rob Wotherspoon, Spokesperson  
BCGEU Vocational Instructor's Negotiating  
Committee

For PSEA

  
\_\_\_\_\_  
Chris Rawson, Managing Labour Relations Consultant II

Date: March 7, 2014

Date: March 7, 2014