

2019 – BCGEU FACULTY LOCAL TABLE

between

COAST MOUNTAIN COLLEGE

(hereinafter called "the Employer")

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 712

(hereinafter called "the Union")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 Coast Mountain College - BCGEU Faculty Collective Agreement. The parties agree to recommend this Memorandum of Settlement together with the applicable Common Table Memorandum of Settlement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

The effective date for all changes to the new Collective Agreement will be April 1, 2019, unless otherwise specified.

All of the terms of the 2014-2019 Collective Agreement between the Parties continue except as specifically varied below.

1. Replace "auxiliary" with "non-regular"

Effective date of ratification, the Employer and the Union agree to:

**Replace:** "auxiliary" with "non-regular" wherever it appears in the agreement.

2. Article 4 – Check Off of Union Dues

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

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(b) Upon written notification by the Union the Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

**(1) Effective six months from the date of ratification, the Employer will submit union dues remittance by Electronic Fund Transfer (EFT). The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.**

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

MOS Initials

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3. Article 9.2 – Single Arbitrator

**9.2 Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

Chris Sullivan  
~~Judi Korbin~~  
David McPhillips  
John McConchie  
Julie Nichols  
Corrin Bell  
Colin Taylor  
Mark Brown

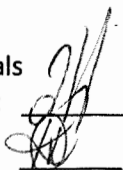
4. Article 12.2 – Selection Committee

**12.2 Selection Committee**

The Selection Committee for a regular appointment shall be comprised of a minimum of four (4) individuals including:

- (a) the appropriate administrator;
- (b) a coordinator **or Chair**, where applicable, or instructor;
- (c) one (1) instructor who is part of the discipline in which the vacancy occurs; and
- (d) one (1) support person.
- (e) This Committee shall short list, interview and make recommendations. Appropriate release time shall be made available to those on the interview committee.

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5. Article 12.9 – Postings

**12.9 Postings**


- (a) All vacancies in existing positions and all new positions shall be posted within fourteen (14) days of their becoming required. Where ever operationally feasible, such postings shall be throughout the College region and shall be posted for five (5) working days prior to outside advertising.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, experience, skills, whether shift work is involved, wages or salary rate or range, and ~~where applicable,~~ specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Notices shall be posted on the appropriate bulletin boards at least fourteen (14) days prior to the closing date of the competition, except as provided for in Clauses 12.5 and 12.6.
- ~~(d) Subject to Section 3(2)(b) of the Human Rights Code of British Columbia, all job postings shall state "This position is open to both male and female applicants".~~
- (ed) A copy of each posting shall be sent to all shop stewards.

6. Article 15.7 Overtime Meal Allowance

**Amend:**

**15.7 Overtime Meal Allowance**

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of their scheduled daily hours, the employee shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay shall be given. The overtime meal allowance shall be twelve dollars and ~~fifty cents~~ **seventy-five cents (\$12.5075)** effective date of signing of the Agreement.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this clause shall apply only to hours worked outside the employee's regular shift times for a normal workday.
- (e) Where any of the meals provided under Clauses 15.7(a), (b), (c) or (d) above duplicates a meal for which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.



7. Article 19.3 – Family Illness

- (a) After notifying their supervisor, an employee is entitled to use up to a maximum of ~~two (2)~~ **five (5)** days paid leave at any one time for the purpose of looking after an ill dependent child or spouse when no one at the employee's home other than the employee can provide for the needs of the child or spouse.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) The provisions of this article shall apply to an employee's parent. The Employer may require the written confirmation from a medical practitioner that the employee's attendance was required.

8. Article 21.3 – Unsafe Work Conditions

Replace:

**21.3 Unsafe Work Conditions**

~~(a) No employee shall be disciplined for refusal to work on a job which in the opinion of:~~

~~(1) A member of the Joint Occupational Health and Safety Committee; or~~

~~(2) A person designated by the Committee.~~

~~after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.~~

~~(b) Where an employee acts in compliance with Division 5 – Right to Refuse Unsafe Work of the Workers' Compensation Board Industrial Health and Safety Regulations, the employee shall not be subject to disciplinary action.~~

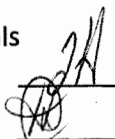
~~\*Please refer to Appendix 4 for Division 5 Section 141-149 of the *Workers Compensation Act* pr Division 5 Section~~

With:

**21.3 Unsafe Work Conditions**

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

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9. Article 21.5 – Transportation of Accident Victims

**21.5 Transportation of Accident Victims**

Transportation to **and from** the nearest physician or hospital **within British Columbia** for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

10. Article 21.12 – Safety Equipment

**21.12 Safety Equipment**

Where employees opt for other than the standard safety boots acquired through the Purchasing Department, they shall be reimbursed to the maximum of ~~one hundred and thirty dollars (\$130)~~ **two hundred and fifty dollars (\$250)**. Safety boots shall not be issued at less than a two (2) year cycle except in exceptional circumstances which shall be established with the employee's supervisor. Cost for maintenance or modification of safety boots shall be at the Employer's expense.

11. Article 23.3 – Dental Plan

**Effective 30 days after date of ratification:**

- (a) All eligible employees ~~shall commence~~ **will receive** dental plan benefits coverage ~~after a waiting period of no longer than three (3) months~~ **the first day of the month following the employees' date of hire.**
- (b) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
  - (1) *Part A* - one hundred percent (100%) coverage;
  - (2) *Part B* - sixty percent (60%) coverage; **while not to be included in the collective agreement, include dental implants up to cost of crowns/bridges**
  - (3) *Part C* - fifty percent (50%) coverage.
- (c) An employee **and dependents to age 21** ~~are~~ is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of ~~\$2,100 \$2,300 and dependants to age 21.~~

12. Article 23.8 – Legislative Changes

**23.8 Legislative Changes**

If the premium paid by the Employer for any employee benefit stipulated by this Agreement is reduced as a result of any legislative or other action by the government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

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**\*See Memorandum of Understanding re: Article 23.8 – Legislative Changes for clarity on the application of this Article**

**Memorandum of Understanding (NEW)**

**Re: Article 23.8 – Legislative Changes**

**Changes to the Employer Health Tax or any other premium imposed for purposes similar to the Medical Service Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer Health Tax is eliminated and not replaced with another form of Employer paid benefits, Article 23.8 will be triggered.**

**If Article 23.8 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP savings is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.**

**13. Article 25.4 – Vehicle Allowance**

**Vehicle Allowance**

**Replace:**

(a) Vehicle allowances for all distances travelled on College business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence, up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

~~(b) The rate of Effective April 1, 2016 the vehicle allowance shall be forty-six cents (46¢) per kilometre.~~

Effective April 1, 2018 the vehicle allowance shall be forty-eight (48¢) per kilometre.

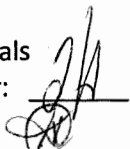
(c) Subject to the prior approval of the College President or his/her designate, an employee who is in a position designated by the College to travel on college business in excess of six (6) days per month per insurance year shall be reimbursed one hundred percent (100%) of the annual incremental cost based on Safe Driver Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School) upon presentation of appropriate receipts and documents. Such reimbursement shall be limited to one vehicle per employee and it is the designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses an employee, the employee shall normally use his personal motor vehicle for College business requiring a motor vehicle.

(d) The College shall provide a vehicle upon request of an employee required to travel on College business.

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(e) If the College raises the rates for mileage for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates shall be amended accordingly.

**With:**

(a) Vehicle allowances for all distances travelled on College business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence, up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

(b) Effective April 1, 2018 the vehicle allowance shall be forty-eight (48¢) per kilometre.

**Effective date of ratification, the vehicle allowance shall be forty-nine cents (.49¢) per kilometre.**

**Effective April 1, 2020 the vehicle allowance shall be fifty cents (.50¢) per kilometre.**

**Effective April 1, 2021 the vehicle allowance shall be fifty-one cents (.51¢) per kilometre.**

(c) Subject to the prior approval of the College President or his/her designate, an employee who is in a position designated by the College to travel on college business in excess of six (6) days per month per insurance year shall be reimbursed one hundred percent (100%) of the annual incremental cost based on Safe Driver Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School) upon presentation of appropriate receipts and documents. Such reimbursement shall be limited to one vehicle per employee and it is the designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses an employee, the employee shall normally use his personal motor vehicle for College business requiring a motor vehicle.

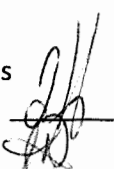
(d) The Collège shall provide a vehicle upon request of an employee required to travel on College business.

(e) If the College raises the rates for mileage for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates shall be amended accordingly.

**14. Article 25.5 – Meals, Lodging (including Mobile Lodging) and Travel Allowances**

**Meals, Lodging (including Mobile Lodging) and Travel Allowances**

(a) *Meals*





**Replace:**

Effective April 1, 2016, employees on travel status shall be entitled to the following allowances:

Breakfast ..... \$10.25 Travel prior to 7:00 a.m.  
Lunch ..... \$12.81 Travel between 11:00 a.m. and 1:00 p.m.  
Dinner ..... \$22.55 Travel after 6:00 p.m.

Effective April 1, 2018, employees on travel status shall be entitled to the following allowances:

Breakfast ..... \$10.56 Travel prior to 7:00 a.m.  
Lunch ..... \$13.20 Travel between 11:00 a.m. and 1:00 p.m.  
Dinner ..... \$23.23 Travel after 6:00 p.m.

If the College raises the rates for meal allowances for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates shall be amended accordingly.

**(b) Lodging**

Reasonable actual costs upon production of receipts, or thirty-five dollars (\$35) per night, without receipt.

**With:**

Effective April 1, 2018, date of ratification, employees on travel status shall be entitled to the following allowances:

Breakfast ..... \$10.77 Travel prior to 7:00 a.m.  
Lunch ..... \$13.46 Travel between 11:00 a.m. and 1:00 p.m.  
Dinner ..... \$23.69 Travel after 6:00 p.m.

Effective April 1, 2020, employees on travel status shall be entitled to the following allowances:

Breakfast ..... \$10.99 Travel prior to 7:00 a.m.  
Lunch ..... \$13.73 Travel between 11:00 a.m. and 1:00 p.m.  
Dinner ..... \$24.16 Travel after 6:00 p.m.

Effective April 1, 2021, employees on travel status shall be entitled to the following allowances:

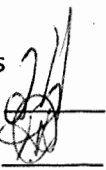
Breakfast ..... \$11.20 Travel prior to 7:00 a.m.  
Lunch ..... \$14.00 Travel between 11:00 a.m. and 1:00 p.m.  
Dinner ..... \$24.64 Travel after 6:00 p.m.

If the College raises the rates for meal allowances for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates shall be amended accordingly.

**(b) Lodging**

Reasonable actual costs upon production of receipts, or thirty-five dollars (\$35) per night, without receipt.

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(c) *Travel*

Reasonable actual costs (normally based on economy fare) upon production of receipts. Provided there are no additional costs to the Employer, where an employee opts to travel by acceptable alternate means, the maximum amount the College shall reimburse an employee under Clauses 26.525.5 (a), (b) and (c) shall be the amount that would have been paid had the College directed the employee regarding travel arrangements.

(d) *Child Care Cost*

Where employees are required to travel on College business away from their regular headquarters or geographic location and they incur child care expenses over and above their normal child care expenses, they shall be eligible for up to twenty-five dollars (\$25) per day upon the production of receipts.

**15. Article 25.14 – Increments for Instructional Staff**

**Amend:**

**25.14 Increments for Instructional Staff**

- (a) (1) ~~New~~ Instructors shall progress one (1) increment for each year of seniority through all incremental steps of the salary schedule, with the exceptions noted below.
- (2) *Cross Union Appointments* - Movement on the salary scale shall be based on each full year of instructional employment with the College, not each full year of employment within each bargaining unit.
- (b) Instructors shall progress through all incremental steps of the salary schedule.
- (c) *Initial Placement on Scale* - See also Article 12.3 of the Common Agreement

Nothing in this Agreement shall prevent an instructor from being hired above the instructor's minimum rate to a maximum of Step BFA 5 of the scale. Normally the following criteria shall be used in placing instructors on scale:

(1) *Educational Credentials*

*A two (2) year diploma/ON1 or equivalent* - initial placement at Step BFA 11.

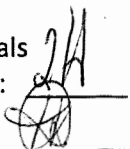
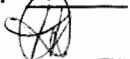
~~*A Provincial Red Seal Journeyman TQ ticket/ON2*~~ - initial placement at Step BFA 11.

*A Bachelor's Degree, RN Diploma or BSN, CGA, CMA, CA, Master Mariner, or InterProvincial Red Seal Journeyman TQ ticket, or Provincial Red Seal Journeyman TQ ticket/ON2* - initial placement at Step BFA 10.

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*Post Graduate Certification (e.g., Bachelor's plus CGA, CMA, CA, Masters Degree, etc.) - initial placement at Step BFA 9.*

*Note: One additional increment shall be granted on initial placement to those who possess a Teaching Certificate or a Provincial Instructor's Diploma provided that they have not already been placed at Step BFA 9 based on educational credentials.*

**(2) Experience**

(i) One (1) additional step shall be granted for each year of related instructional experience.

(ii) One (1) additional step for each two (2) years of related work experience.

**(3) Recognition of additional educational credentials completed after initial placement:**

(i) completion of the Provincial Instructor's Diploma shall entitle the instructor to an additional salary increment if they do not already possess post graduate certification;

(ii) completion of post graduate certification related to the instructor's duties shall entitle the instructor to one additional salary increment.

**(4) Notes**

(i) Maximum initial placement on scale shall be Step BFA 5 of the scale.

(ii) Experience credits shall be recognized after the initial recognized education credential.

(iii) Education credentials and experience must be directly related to the field of studies associated with the instructor's duties at the College.

(iv) Fifty percent (50%) or more of a year of experience shall be considered a full year in the rounding off of the total.

(v) The possession of two (2) relevant educational credentials (e.g. two [2] relevant Bachelor degrees, a journeyman ticket and diploma, etc.) may result in an additional step on initial placement to a maximum of Step BFA 9 for education credentials.

(vi) Experience which is gained as an integral part of earning an education credential (e.g., apprenticeship, practicums, work placements, etc.) shall not be considered as experience for initial placement on scale.

**(d) Placement on Scale Advice:** Along with their letter of appointment, newly hired employees shall receive a document outlining their placement on the salary scale and listing the reasons why they received the noted placement. A copy of this document shall be forwarded to the union office.

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16. Article 25.15 – Special Allowances

**25.15 Special Allowances**

Program Chair, Coordinator/Instructors shall receive a biweekly administrative allowance and shall be paid in accordance with Appendix 1 attached to and forming part of this Agreement.

17. Article 30.1 – Child Care Facilities

**30.1 Child Care Facilities**

~~(e) The Joint Committee established under Article 28 shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.~~

~~(f) The Committee shall make monthly reports to the parties on its activities and progress.~~

~~(g) The issue of reserved seats at the Daycare for employees shall be referred to the Joint Committee for resolution~~

Renumber provisions in Article 30.

18. Article 31.3 – Instructional Workload

**Amend: Housekeeping**

**31.3 Instructional Workload**

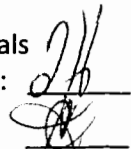
(a) The actual instructional assignment of a faculty member shall be developed via consultation between the faculty member and Dean or designate. This consultation shall address educational and professional issues relevant to the course or program in which the faculty member shall be instructing, the demands of any other approved activities in which the faculty member shall be involved and related operational issues.

(b) (1) The following maxima contact hours and class size represent averages which shall be calculated over the term of the instructor's appointment. All reasonable efforts shall be made to ensure these maxima are not exceeded.

(2) The weekly class hours may exceed those outlined in this article where the instructor and the Dean or designate mutually agree to complete annual class hours in a shorter time frame. Annual class contact hours shall be consistent with this Agreement.

<b>Changes to the table are effective April 1, 2007-2019</b>	<b>Instr Contact Hours</b>	<b>Class Size</b>	<b>Maximum Annual Contact Hours</b>
CCP/ESWK Fundamental	25	16	900
CCP/ESWK Developmental	25	20	900
CCP/ESWK Instructor Led	20	20	720
Workplace Skills ( <del>Adult Special Ed</del> ) (Links to Employment and Academic Pathways)	20	16	720
ESL	20	16	720
Business Administration	15	40	450
First Nations Public Administration	15	40	450
Entrepreneurial Tourism Management	15	40	450
Public Administration	15	40	450
Business Technology/Applied Business Support	25	25	900
Computer Technology	18	30	540
* <del>Home Support/Resident Care (Instruction, theory &amp; labs)</del> Health Care Assistant	25	25	1025
LPN Classroom and Lab	20	24	900
LPN Community Practicum	35**	12:1	1435
LPN Other Practica	35**	8:1	1435
*Natural Resource Management	18	40	540
Forest Ecosystem Technology	18	40	540
Applied Coastal Ecology	18	40	540
First Nations Land Stewardship	18	40	540
First Nations Fishery Technician	18	40	540
First Nations Forestry Technician	18	40	540
Coastal Guardian Watchmen	18	40	540
Trades	27.7	18	1025
Automotive Repair Technician	27.7	18	1025
Carpentry	27.7	18	1025

MOS Initials

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Changes to the table are effective April 1, 2007-2019	Instr Contact Hours	Class Size	Maximum Annual Contact Hours
Heavy Duty/Commercial Transport Repair	27.7	18	1025
Electrical	27.7	18	1025
Industrial Mechanic (Millwright)	27.7	18	1025
Plumbing	27.7	18	1025
Welding	27.7	16	1025
Outdoor Power Equipment Technician	27.7	18	1025
Timber Framing	27.7	18	1025
Small Engine Repair	27.7	18	1025
Exploration and Mining	27.7	18	1025
Culinary Arts	27.7	16	1025
Hospitality	25	25	1025
Marine	25	24	1025
First Nations Fine Arts	27.7	16	1025
CE(Instructional)	27.7	30	1025
CE(Non-Instructional)	35		1435
*Fieldwork, clinical, practica, etc. assignments will average thirty-five (35) hours per week over the period of supervision.			
**Thirty-five (35) hours indicates the maximum total weekly workload, including travel time to clinical and practicum sites, and student supervision, etc			

Workloads which include both instructional contact hours and fieldwork, clinical, or practical supervision shall be based on a prorated combination.

Average contact hours shall not be required beyond the maxima indicated above.

(c) For programs that do not have an established workload, the workload shall be determined with the mutual agreement of the Union and management prior to the posting of any instructional position for the program. If mutual agreement cannot be reached, the issue shall go to binding arbitration.

(d) No bargaining unit member shall have an increase in workload as a result of the implementation of this article.

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(e) The parties agree to review existing workloads to establish a process to recognize the unique work environment for the Coastal Eco-Tourism and Wilderness Guiding programs. The parties shall enter into a Letter of Agreement by December 31, 2001 for implementation by March 31, 2002.

(f) Maximum lab sizes shall be determined by the appropriate dean(s), **chair(s) or** program coordinator(s) and regional coordinator(s) in consultation with the program faculty, having due regard for available facilities, course learning outcomes and program quality.

**19. Article 31.5 – Non-Instructional Duty Days**

**31.5 Non-Instructional Duty Days**

(a) Instructional staff shall be scheduled ten (10) non-instructional days during the calendar year (January 1st to December 31st) to maintain the currency, relevance, transferability and accreditation of their assigned courses.

Prior to their ten (10) days of curriculum development, instructors shall develop a plan, in consultation with their **Chair or Program Coordinator**. **Where a Chair and Program Coordinator exist, the College will deem whether it is the Chair or Program Coordinator that will fulfill this responsibility.**

(b) These days shall be prorated for ~~continuing~~ **regular** part-time instructors.

(c) Instructors shall have the option of scheduling three (3) non-instructional days off campus between Christmas and New Year's.

(d) (1) An instructor with a term appointment or a series of term appointments shall be allocated these days on a prorated basis.

(2) Prorated days may be used during the term of the teaching appointment(s), or, if necessary, added to the end of the appointment(s).

(3) Where a first year ~~continuing regular~~ **regular** instructor's ~~or an instructor with appointment~~ **or a term instructor's** appointment or series of appointments continues into the subsequent calendar year, any unused days from the September to December semester shall carry over to the next calendar year, subject to Clause ~~32.5~~ **31.5(d)(2)** above.

20. Article 31.8 – Other Work Conditions

**31.8 Other Work Conditions**

(a) The College shall make every reasonable effort to provide faculty with adequate support and resources for instruction, office space furnishings, and support staff.

(b) The parties agree that should operational requirement, facility constraints or safety requirements be a factor when considering class size under Article ~~32~~ **31**, the Dean or designate will consult with the **Chair or Coordinator**, and instructor regarding the class size as appropriate. **Where a Chair and Program Coordinator exist, the College will deem whether it is the Chair or Program Coordinator that will fulfill this responsibility.**

21. Article 32.10 – Professional Development Leave

**32.10 Professional Development Leave**

(a) All regular instructors shall be scheduled for ten (10) professional development days during the calendar year (January 1st – December 31st).

(b) In consultation with their **Chair or Program Coordinator**, instructors shall develop and submit for approval by their **Chair or Program Coordinator** prior to any PD activities, a professional development plan. The plan must be consistent with the College's Educational Plan. Adjustments to the approved plan must be submitted to and approved by the **Chair or Program Coordinator**. **Where a Chair and Program Coordinator exist, the College will deem whether it is the Chair or Program Coordinator that will fulfill this responsibility.**

(c) Within one (1) month of the completion of the professional development activities, instructors shall submit satisfactory evidence of having carried out the professional development activity and met the objectives of the approved professional development plan. These reports shall be submitted within sixty (60) days to the Dean responsible for the program.

(d) These days shall be prorated for **regular** part-time ~~continuing~~ instructors.

(e) (1) If there is a reasonable likelihood that the position shall continue into the following academic year, an instructor with a term appointment or a series of term-appointments shall be allocated these days on a prorated basis.

(2) Prorated days may be used during the term of the teaching appointment(s), or, if necessary, added to the end of the appointment(s).



(3) Where a first year ~~continuing~~ regular instructor's or an instructor with appointment or a term instructor's appointment or series of appointments continues into the subsequent calendar year, any unused days from the September to December semester shall carry over to the next calendar year, subject to Clause ~~33.10~~ 32.10 (e)(2) above.

## **22. Article 35 – Term of Agreement**

### **Amend:**

#### **35.1 Duration**

This Agreement shall be binding and remain in effect to midnight, March 31, ~~2019-2022~~.

#### **35.2 Notice to Bargain**

(g) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2019-2022~~, but in any event not later than midnight, January 31, ~~2019-2022~~.

(h) Where no notice is given by either party prior to January 31, ~~2019-2022~~, both parties shall be deemed to have been given notice under this clause on January 31, ~~2019-2022~~, and thereupon Clause ~~36.3~~ 35.3 applies.

(i) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the College President.

#### **35.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause ~~36.2~~ 35.2, the parties shall commence collective bargaining, within fourteen (14) days after the notice was given.

#### **35.4 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

#### **35.5 Agreement to Continue in Force**


Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

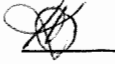
#### **35.6 Effective Date of Agreement**

(j) The provisions of this Agreement, except as otherwise specified, shall come into full force and effect on the first of the month following the date of signing of this Agreement.

(k) All agreed to changes to the Agreement shall be retroactive to April 1, ~~2014-2019~~ unless otherwise specified.

MOS Initials

Employer: 

Union: 

23. Appendix 1

Effective date of ratification, the BCGEU Instructors Salary Scale will be updated to reflect the wage increases agreed to by the parties in the 2019 – BCGEU Faculty Common Table Article 12.

The Special Allowance as per Article 25.15 will be increased by:

Date of ratification – two percent (2%)

April 1, 2020 – two percent (2%)

April 1, 2021 – two percent (2%)

24. Appendix 4 – Right to Refuse Unsafe Work

Delete:

**APPENDIX 4**

**Division 5 – Right to Refuse Unsafe Work**

~~(Heading added 1998, c 50, s 15. Not in force at date of publication)~~

~~141. Worker may refuse unsafe work – (1) Subject to this section a worker may refuse to carry out work if the workers has reasonable grounds for believing that the work is unsafe.~~

~~(2) For the purposes of this Division, work is unsafe if:~~

- ~~a) The work activities,~~
- ~~b) The conditions of the,~~
- ~~c) The conditions that would result if the work were done~~

~~are such that there is or would be a significant risk that the work or another person might be killed, seriously injured or suffer serious illness.~~

~~(3) The right to refuse under Subsection (1) does not apply if the refusal would directly endanger the health or safety of another person.~~

~~(4) The right to refuse under Subsection (1) continues until~~

- ~~a) The Employer has taken remedial action to the satisfaction of the worker, or~~
- ~~b) An officer has investigated the matter and has advised the worker to return to work.~~

~~1998, c. 50, s. 15 (Not in force at date of publication)~~

MOS Initials

Employer: 

Union: 

**142. Worker must immediately report a refusal —** (1) A worker who exercises his or her right to refuse unsafe work must immediately report the refusal and the reasons for it to his or her supervisor or to the Employer.

(2) Until any investigation under this part is completed, the worker must remain available at the workplace during his or her normal working hours.

1998, c. 50, s. 15 (Not in force at date of publication)

**143. Supervisor or Employer must respond to report —** A supervisor or employer who receives a report from a worker under Section 142 must immediately investigate the matter, and must either

- a) ~~Ensure that any unsafe condition is remedied without delay, or~~
- b) ~~If in his or her opinion the work is not unsafe or the circumstances referred to in Section 141(3) apply, so inform the worker.~~

1998, c. 50, s. 15 (Not in force at date of publication)

**144. If worker continues to refuse —** (1) If the matter is not resolved under Section 143 and the worker continues to refuse under Section 141, the supervisor or Employer must investigate the matter in the presence of the refusing worker and a worker representative.

(2) As an exception, if there is no worker representative or the worker representative is not reasonably available, a reasonably available worker selected by the refusing worker as a representative is entitled to accompany the supervisor or Employer on an investigation under Subsection (1).

(3) A worker is to be considered not reasonably available for the purposes of Subsection (2) if the supervisor or Employer objects to that person's participation in the investigation on the basis that it would unduly impede production, but the supervisor or Employer may only object to one person on this ground.

(4) If the worker continues to refuse after the investigation under this section, the Employer and the worker must report the matter to the Board.

1998, c. 50, s. 15 (Not in force at date of publication)

**145. Investigation and determination by officer —** (1) If a report is made to the Board under Section 144, an officer must promptly investigate the situation and determine whether the work is unsafe and whether the refusing worker had reasonable grounds for believing the work to be unsafe.


(2) In addition to the persons entitled under Section 182, the refusing worker is entitled to accompany the officer on any physical inspection of the workplace conducted for the purposes of the investigation under this section.

(3) The officer must

- a) ~~Advise the worker, the Employer and the Joint Committee or worker health and safety representative of the officer's determinations under Subsection (1), and~~
- b) ~~If the officer determines that the work is not unsafe, advise the worker to return to work.~~

MOS Initials

Employer: 

Union: 

~~(4) If an investigation under this section determines that work is unsafe, the officer conducting the investigation must order the Employer to take appropriate remedial action.~~

~~(5) For certainty, if an investigation under this section determines that the worker did not have reasonable grounds for believing that the work was unsafe, disciplinary action by the Employer in relation to the matter may not be the subject of a complaint under Division 6 of this part.~~

~~1998. c. 50, s. 15 (Not in force at date of publication)~~

~~**146. Employer may reassign worker to other work —** (1) Subject to this section, if a worker exercises the right to refuse unsafe work,~~

~~a) The Employer may temporarily reassign the worker to reasonable alternative work, and~~

~~b) The worker must accept the reassignment until he or she returns to work in accordance with Section 141(4).~~

~~(2) A reassignment under Subsection (1) does not affect the refusing worker's right to be present under Section 144(1) or 145(2).~~

~~(3) A reassignment under Subsection (1) may not be the subject of a complaint under Division 6 of this part.~~

~~1998. c. 50, s. 15 (Not in force at date of publication)~~

~~**147. Effect of refusal on workers exercising right and assisting in investigation —** (1) If a worker is reassigned to other work under Section 146, the Employer must pay the worker the same wages as would have been paid had the worker continued in the worker's normal work.~~

~~(2) If a worker who is exercising the right to refuse unsafe work has not been reassigned under Section 146, the Employer must, until the circumstances of Section 141(4)(a) or (b) are met, pay the worker the same wages as would have been payable had the worker continued to work.~~

~~(3) The time spent by a worker accompanying the Employer or supervisor under Section 144(1) or an officer under Section 145(2) is deemed to be time worked for the Employer, and the Employer must pay the worker for that time.~~

~~1998. c. 50, s. 15 (Not in force at date of publication)~~

~~**148. Effect of refusal on work of other workers —** (1) If workers are unable to proceed with their assigned work because of another worker's refusal under Section 141, unless otherwise provided in a collective agreement, the workers are deemed, for the purpose of calculating wages, to be at work until work resumes or until the end of their scheduled work period, whichever period is shorter.~~

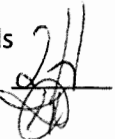
~~(2) Unless otherwise provided in a collective agreement, workers due to work on a scheduled work period after a work period to which Subsection (1) applies are entitled to be paid in accordance with the *Employment Standards Act*.~~

~~(3) An employer may assign reasonable alternative work to workers to whom Subsection (1) or (2) applies.~~

~~1998. c. 50, s. 15 (Not in force at date of publication)~~

MOS Initials  
Employer:

Union:

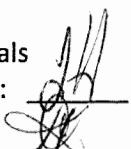


~~149. Requirements before another worker is assigned to do refused work — If a worker exercises the right to refuse unsafe work, no other worker may be assigned to do that work until the matter has been dealt with under Section 141 to 145, unless the other worker has been advised by the supervisor or Employer of~~

- ~~a) The refusal by the worker exercising the right,~~
- ~~b) The reason for the refusal, and~~
- ~~c) His or her rights under Section 141.~~

~~1998. c. 50, s. 15 (Not in force at date of publication)~~

MOS Initials

Employer: 

Union: 

25. Letter of Agreement #3 – Part-Time Instructor Salary Scale

Renew.

26. (NEW) Letter of Understanding xxx

Letter of Understanding xxx

**Re: College Competitiveness Review Committee**

The parties will form a committee consisting of not more than two members of the BCGEU bargaining committee, the BCGEU Staff Representative, and an equal number of Employer appointments to review and improve the competitiveness of the College. The committee will hold this review in light of threats and opportunities presented by industry, competitors, changing demographics, and any other criteria the committee believes appropriate.

The committee will begin meeting one month following ratification of the Collective Agreement and complete their duties within one calendar year. These timelines may be extended once by mutual agreement of the parties. **The first task of the Committee will be to establish a Terms of Reference for the Committee.**

The committee will make recommendations to their principals.

Any recommendation to be adopted by the parties are subject to ratification by the parties' principals.

MOS Initials

Employer: 

Union: 

27. (NEW) Letter of Agreement xx

**Service Improvement Fund**

The Parties agree to create a Service Improvement Fund (SIF) to encourage and support innovation in instruction that will tangibly improve services to students at the College.

Only BCGEU instructor members are eligible to apply for funding under the SIF.

Further, the Parties agree individual and/or groups of instructors who have an interest in pursuing innovative methods of instruction to improve the learning outcomes for students will access the SIF.

The Parties agree that the SIF should strengthen the College's focus on students by providing increasingly relevant, accessible and inspiring learning environments that combine teaching excellence, high quality courses and programs.

**Funds:**

The SIF will consist of funds as follows:

Year 1: \$18,909

Year 2: \$38,255

\* Year 3: \$58,037

\* The SIF is expected to accrue annual contributions at third year level thereafter.

The fund will be administered on an ongoing basis, and it is the intent of the Parties to fully utilize the available funds.

Funds not allocated within a calendar year will be carried over for one year only.

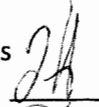
**SIF Expenses:**

Acceptable uses of the SIF resources include, but are not limited to:

1. Release time for the development of new curriculum, methods of instruction, time to collaborate with experts and/or colleagues, etc.
2. Travel expenses required for research and development of topics directly related to an application
3. Purchase of technology (hardware, software) required for implementation.
4. Materials and Supplies directly related to the initiative and not otherwise customarily provided to the employee in the performance of their duties.

It is understood that any materials, technology, hardware, or software acquired or created as part of an approved SIF initiative will remain the property of the College.

MOS Initials

Employer: 

Union: 

### **The Committee:**

The following general guidelines of the Service Improvement Committee (SIC) will be used for funding decisions. Herein after, any reference to SIC will be deemed to be a reference to this Service Improvement Committee.

A standing Service Improvement Committee shall be established, and shall be comprised of three (3) representatives of the Union and one (1) representative of the Employer. The Committee will have a designated person to act in the capacity of Committee Secretary and will not have a vote.

- Union Committee members will be elected for a three year term. At the end of a three-year term a Committee member may choose to seek re-election.
- Elections for Union Committee members will be held at the end of the fiscal year at the BCGEU instructors meeting.
- When a Union Committee member vacancy arises, the Committee Chair will notify the Union Chair. The Union Chair will then put out a call for names (via Union meeting & email) and circulate the names brought forward. An election will be held during the next scheduled Union meeting.
- The employer representative will be appointed by the Vice President, Academic Affairs and Provost or their designate.

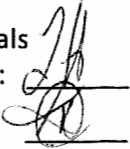
The Committee operates according to Roberts Rule of Order.

Quorum is defined as a minimum of two (2) Union representatives and the Employer representative.

MOS Initials

Employer:

Union:

Handwritten signatures for the Employer and Union representatives, written over horizontal lines.



### **Committee Chair:**

The Committee Chair will be selected by vote of the SIC.

Responsibilities of the Committee Chair are:

- Receives and reviews all applications prior to the meeting.
- The Chair will receive, review, and co-sign all expense claims with the Employer representative.
- Liaises with the Accounting Department and Human Resources Department as necessary.
- Acts as official primary Committee contact regarding funding details.
- Communicates with the College, Union, and BCGEU instructors.
- Ensures that forms/information is kept up to date and available to instructors and the College.
- Calls all meetings of the Committee.
- Prepares agendas & chairs meetings.
- Submits Committee recommendations to the Vice President, Academic Affairs and Provost on behalf of the Committee.

### **The Process:**

Applications are to be submitted to the Chair of the SIC. Applications are to include the completed *Service Improvement Application Form* and any related supporting documentation required by the Committee to thoroughly assess the merits of the application.

The Committee will meet quarterly. The Committee will recommend which proposals are to be funded and to what level based on the individual merits of each application and the criteria outlined below. Such recommendations shall require majority support of the Committee. In providing support for an application, the Committee will consider its impact on the delivery of the services to students.

The Vice President, Academic Affairs and Provost will make the final decision on all applications recommended by the Committee. Prior to rejection of any application, the Vice President will refer the application back to the Committee to address concerns of the Vice President.

### **Criteria and Priorities:**

The Committee will recommend applications for SIF monies based on the following criteria:

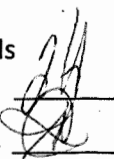
- Benefits to Students – the degree to which the proposed initiative supports teaching excellence.
- Community Need – the degree to which the proposed initiative overcomes existing obstacles to enhance accessibility, build rural capacity and better meet community needs.
- Anticipated Outcomes – the degree to which the proposed initiative is student focused and positively impacts the learner experience, including successful career outcomes.

Possible SIF initiatives include but are not limited to:

- Development of online theory, with face-to-face lab, practicum or shop components to improve accessibility and flexibility for students;
- Projects using technology to address limitations to access in remote and rural communities;
- Projects that design and deliver new work integrated learning activities;
- Projects that address accessibility issues by increasing access to online learning, education technology and service delivery;
- Training in the use of educational technology in the classroom to enhance instruction and learning in response to changing learner needs;
- Development of podcasts for instruction to improve and reinforce student understanding;
- Development projects that facilitate innovation in the classroom, and industry participation;
- Support for design of work integrated learning experiences, engaging with industry for on site student learning.

The first task of the committee will be to establish a Terms of Reference for the Committee.

MOS Initials  
Employer: \_\_\_\_\_  
Union: \_\_\_\_\_

Handwritten signatures for the Employer and Union, written over horizontal lines.

28.

March 14, 2019

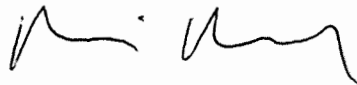
**Re: Agreement to extinguish liabilities and allocation of savings under Article 23.8 relating to reduction in premiums for MSP**

This letter confirms the parties agree that the one-time payment of \$34,644 extinguishes any and all liabilities under Article 23.8 of the Coast Mountain College and the B.C. Government Employees' Union collective agreement effective from April 1, 2014 to March 31, 2019 with respect to the reduction in the premium paid by the Employer for MSP. The parties agree that the one-time payment shall be allocated after ratification of the Collective Agreement as follows:

- (a) All employees eligible for benefits at the date of ratification will receive a one-time payment of approximately \$450;
- (b) The above amount in (a) is an estimate and is subject to change based on the number of active BCGEU bargaining unit employees eligible for benefits at the date of ratification;
- (c) Employees who are on an approved leave of absence, with or without pay, at the date of ratification will receive the one-time payment based on their employment status the first month following their return to work from the leave of absence;
- (d) Employees who are on LTD at the date of ratification shall receive the one-time payment based on their employment status the first month following their return to work from the leave of absence if the employees return to work prior to the expiry of the Agreement;
- (e) Within one month of the date of ratification, the Bargaining Committee Chairpersons will meet to confirm the number of active BCGEU employee eligible for the payment. Once the payment amount has been confirmed, the College will process the payment on the next pay date.

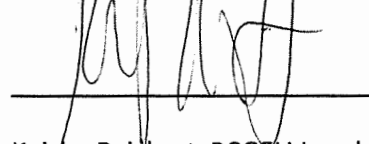
Signed this 14<sup>th</sup> day of March, 2019.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:



Mike Doyle, Coast Mountain College  
Committee Chairperson

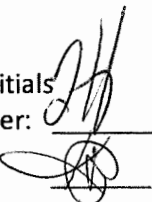
BARGAINING REPRESENTATIVES  
FOR THE UNION:



Keisha Reichert, BCGEU Local 712,  
Committee Chairperson

MOS Initials  
Employer:

Union:



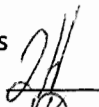
**29. Previously agreed items**


Items previously agreed and signed off between the parties during these negotiations are listed as Schedule 1 of this memorandum of settlement and included as agreed changes to the 2014-2019 Coast Mountain College-BCGEU Faculty Collective Agreement.

**30. The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule 2 – 2019 BCGEU Faculty Common Agreement**

**31. The date of ratification will be the date the parties, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.**

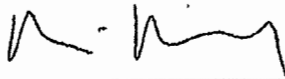
MOS Initials

Employer: 

Union: 

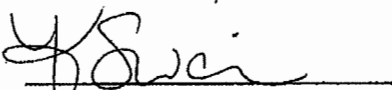
Signed by the parties at Terrace, British Columbia, on March 14, 2019.

Bargaining Representatives  
For the Employer:

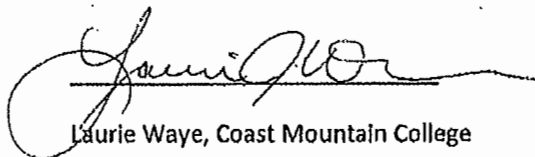


Mike Doyle, Coast Mountain College

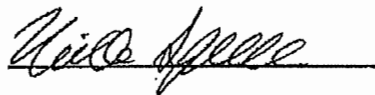
Committee Chairperson



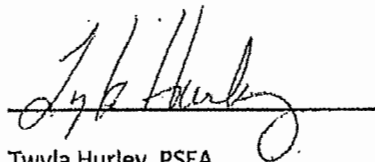
Kelly Swain, Coast Mountain College



Laurie Wayne, Coast Mountain College



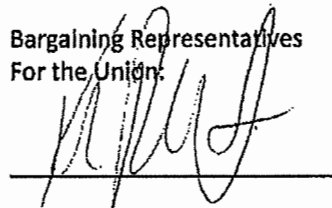
Nicole Spencer, PSEA



Twyla Hurley, PSEA,

Chief Spokesperson

Bargaining Representatives  
For the Union:

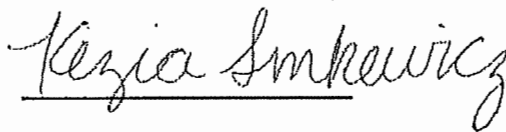


Keisha Relchert, BCGEU Local 712,

Committee Chairperson



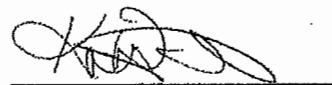
Dennis Carlson, Local 712



Kezia Sinkewicz, Local 712



Seth Downs, Local 712

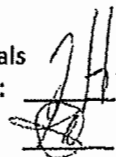


Kathryn Doucette, BCGEU,

Chief Spokesperson

MOS Initials  
Employer:

Union:



## **SCHEDULE 1 – PREVIOUSLY AGREED ITEMS**

Correct Typos

Gender Neutral Language

College Name Change

Article 5 – Employer and Union to Acquaint New Employees

LOU 5 – Chairperson(s), coordinators, and Duties of Instructors

MOS Initials

Employer: 2H

Union: AD

5:48pm  
Dec. 10

**Correct Typos - HOUSEKEEPING**

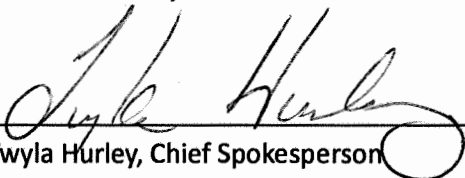
Effective date of ratification, the Employer and the Union agree to correct typos in existing language.

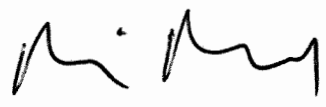
This proposal is not intended to change the interpretation of the collective agreement.

- a) **Article 29.5(c)** – references 30.5(a) and 30.5(b) but should refer to 29.5(a) and 29.5(b) – to be corrected.
- b) **Article 31.7** – “FTE’s” should read “FTEs” and “based-funded” should read “base-funded.”
- c) **Article 35.2** – 35.2(b) reference should read 35.3 not 36.3


RESOLVED. DATE: Dec 10/18

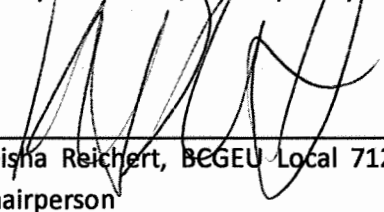
**BARGAINING REPRESENTATIVES ON BEHALF OF  
THE EMPLOYER, COAST MOUNTAIN COLLEGE:**

  
Twyla Hurley, Chief Spokesperson

  
Mike Doyle, Coast Mountain College Committee  
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF  
THE BCGEU, LOCAL 712 :**

  
Kathryn Doucette, Chief Spokesperson

  
Keisha Reichert, BCGEU Local 712, Committee  
Chairperson

**Gender Neutral Language - HOUSEKEEPING**

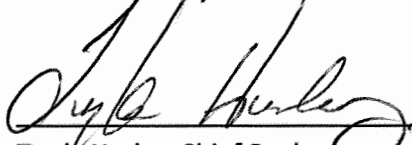
Effective date of ratification, the Employer and the Union agree to replace all references to "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.

This proposal is not intended to change the interpretation of the collective agreement.

RESOLVED. DATE:

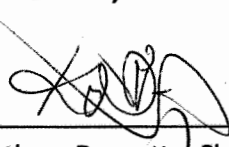
Dec 10, 2018

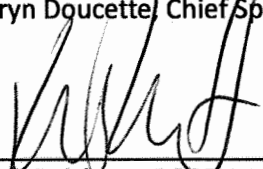
**BARGAINING REPRESENTATIVES ON BEHALF OF  
THE EMPLOYER, COAST MOUNTAIN COLLEGE:**

  
Twyla Hurley, Chief Spokesperson

  
Mike Doyle, Coast Mountain College Committee  
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF  
THE BCGEU, LOCAL 712 :**

  
Kathryn Doucette, Chief Spokesperson

  
Keisha Reichert, BCGEU Local 712, Committee  
Chairperson



Dec-10  
11:29am

**College Name Change - HOUSEKEEPING**

Effective date of ratification, the Employer and the Union agree to replace all references in the Local Agreement to Northwest Community College with Coast Mountain College to reflect the Employer's legal name change.

This proposal is not intended to change the interpretation of the collective agreement.

**DEFINITIONS**

**Replace:**

- (5) "*Continuous employment*" or "*Continuous service*" means uninterrupted employment as a regular or auxiliary employee with the ~~Northwest Community College~~.

**With:**

- (5) "*Continuous employment*" or "*Continuous service*" means uninterrupted employment as a regular or auxiliary employee with the **Coast Mountain College**.

---

**DEFINITIONS**

**Replace:**

- (8) "*Employer*" means the ~~Northwest Community College~~.

**With:**

- (8) "*Employer*" means the **Coast Mountain College**.

---

**Article 7.4**

**Replace:**

**7.4 Inter-Institutional Information**

- (a) The parties recognize that the post-secondary educational opportunities in the area served by ~~Northwest Community College~~ are best enhanced by a cooperative, integrated plan developed through the structures which allow those institutions and agencies and workers who deliver and support the delivery of programmes to be involved in a consultative process as equal partners.
-

With:

**7.4 Inter-Institutional Information**

(a) The parties recognize that the post-secondary educational opportunities in the area served by **Coast Mountain College** are best enhanced by a cooperative, integrated plan developed through the structures which allow those institutions and agencies and workers who deliver and support the delivery of programmes to be involved in a consultative process as equal partners.

---

Replace:

**APPENDIX 3  
Program Coordinator**

*between*

**~~NORTHWEST COMMUNITY COLLEGE~~**

*and*

**B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

With:

**APPENDIX 3  
Program Coordinator**

*Between*

**COAST MOUNTAIN COLLEGE**

*and*

**B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

---

Replace:

**LETTER OF AGREEMENT 3  
Part-Time Instructor Salary Scale**

*between*

**~~NORTHWEST COMMUNITY COLLEGE~~**

*and*

**B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

With:

**LETTER OF AGREEMENT 3  
Part-Time Instructor Salary Scale**

*between*

**Coast Mountain College**

*and*


**B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

---

December 10, 2018

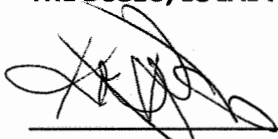
RESOLVED. DATE: Dec 10 / 18.

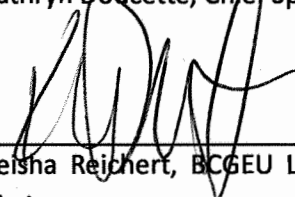
**BARGAINING REPRESENTATIVES ON BEHALF OF  
THE EMPLOYER, COAST MOUNTAIN COLLEGE:**

  
Twyla Hurley, Chief Spokesperson

  
Mike Doyle, Coast Mountain College Committee  
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF  
THE BCGEU, LOCAL 712 :**

  
Kathryn Doucette, Chief Spokesperson

  
Keisha Reichert, BCGEU Local 712, Committee  
Chairperson

counter

Dec 12  
10:54am

**Article 5 – Employer and Union to Acquaint New Employees**

While not to be included in the local agreement, effective date of ratification the College will review with staff the College's obligations under Article 5 of the agreement. Where employees are hired in remote locations, the College will facilitate an introduction by phone to designated union representative.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

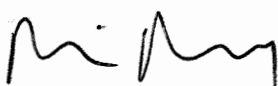
The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. A new employee shall be introduced to their shop steward who shall provide them with a copy of the Collective Agreement. The Employer agrees that the steward shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for sixty (60) minutes sometime during the employee's first day at work for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

RESOLVED. DATE:

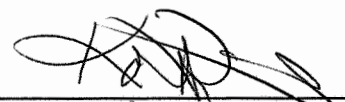
Dec 12/18

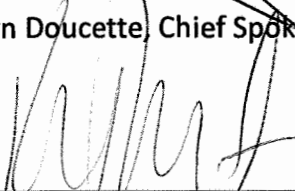
**BARGAINING REPRESENTATIVES ON BEHALF  
OF THE EMPLOYER, COAST MOUNTAIN  
COLLEGE:**

  
Twyla Hurley, Chief Spokesperson

  
Mike Doyle, Coast Mountain College  
Committee Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF  
OF THE BCGEU, LOCAL 712 :**

  
Kathryn Doucette, Chief Spokesperson

  
Keisha Reichert, BCGEU Local 712,  
Committee Chairperson

Dec. 12  
LO: 55am

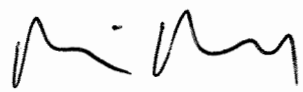
**LOU #5**

LETTER OF AGREEMENT 5 - Chairperson(s), Coordinators, and Duties of Instructors . Renew

RESOLVED. DATE: Dec 12/18

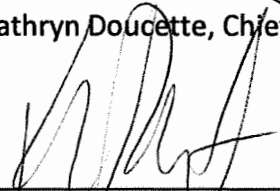
**BARGAINING REPRESENTATIVES ON BEHALF  
OF THE EMPLOYER, COAST MOUNTAIN  
COLLEGE:**

  
Twyla Hurley, Chief Spokesperson

  
Mike Doyle, Coast Mountain College  
Committee Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF  
OF THE BCGEU, LOCAL 712 :**

  
Kathryn Doucette, Chief Spokesperson

  
Keisha Reichert, BCGEU Local 712,  
Committee Chairperson

**SCHEDULE 2 – TENTATIVE COMMON AGREEMENT MEMORANDUM OF SETTLEMENT DATED  
NOVEMBER 1, 2018**

MOS Initials

Employer:

Union:

2H  
[Signature]

Employer Proposal  
Date: Nov 1, 2018  
Time: 11:15 am

2019 – BCGEU FACULTY COMMON TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in  
the 2019 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 BCGEU Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local Memorandum of Settlement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

The effective date for all changes to the new Common Agreement will be April 1, 2019, unless otherwise specified.

All of the terms of the 2014-2019 BCGEU Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

*... Amend the last paragraph of article 2.2.1 to reflect the changes in the BC's Human Rights Code as follows:*

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are ~~age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions~~ **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a**

**criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.**

## 2.3 Procedures

### 2.3.1 Local Informal Processes

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

### 2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to ~~his/her~~ **their** terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment. **This does not preclude representation by staff who may be lawyers.**

**Where the complainant or respondent is not a member of the union, and therefore not covered by this agreement, and is represented by legal counsel, the Employer will attempt to provide the Union with notice in advance of any formal proceedings, as is practicable.**

### 2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, whether as a complainant or respondent, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the ~~alleged harasser~~ **respondent** to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the ~~alleged harasser~~ **respondent** must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve(12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.



#### 2.3.4 Investigation

Where either the complainant or ~~alleged harasser~~ **respondent** does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from the list of investigators in Appendix B.

An investigator will be appointed within ten (10) working days of referral.

The referral should, where possible, include a written statement from the complainant and the ~~alleged harasser~~ **respondent** which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

#### 2.3.5 Terms of Reference of the Investigator

- a) The purpose of the investigator will be to ascertain facts.
- b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the ~~alleged harasser~~ **respondent**. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. **The employer may redact information from the report if the release of that information would violate the personal privacy of individuals.**
- d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- e) **Reliance on Report of Third Party Investigator**  
Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- i) The investigator's report will not be placed on an employee's file.

## 2.4 Findings

2.4.1 The employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

2.4.2 The determination will:

- (a) state the action(s), if any, to be taken or required by the employer;
- (b) include, where appropriate, a statement of exoneration.

## 2.5 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the **Parties will normally recommend to the Human Rights Tribunal to set aside the Human Rights Code complaint will be set aside** until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

2.5.1 The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding."

*... No changes to Articles 2.6 and 2.7*

## 2.8 ~~Relation to Other Agreements~~ **Individuals not covered by this agreement**

Where a complaint under Article 2 involves individuals who are **not** covered by ~~another~~ **this** collective agreement the local parties will meet to clarify and agree upon a procedure.

## 2. ARTICLE 3 - EMPLOYER/UNION RELATIONS

### 3.1 Human Resources Database

The Parties believe that their ~~on-going~~ **ongoing** and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, ~~Training and Technology~~ **Skills and Training** continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

#### 3.1.1 Relevant Matters include:

- (a) Health and Welfare
  - (i) Benefit Plan Designs
  - (ii) Participation rates
  - (iii) Premiums
  - (iv) Cost sharing
  - (v) Commission costs
  - (vi) Carrier contracts
- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) FTE, headcount, placement on scale, appointment status
  - (iii) Demographics: age and gender
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
  - (ii) Local Letters of Understanding

## 3.2 Joint Administration and Dispute Resolution Committee

### 3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of ~~five (5)~~ **three (3)** representatives of the employers and ~~five (5)~~ **three (3)** representatives of the ~~BCGEU Provincial Bargaining Council.~~ **Where appropriate, additional representatives may be added as resources, by mutual agreement.**

### 3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be ~~called~~ **held** within twenty (20) days of the written request of either party unless mutually agreed otherwise. A ~~minimum of six (6)~~ **four (4)** representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

### 3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of ~~collective agreements~~ **the Common Agreement.**
- (b) Provide a forum for dialogue between the Parties respecting **sectoral** issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

### 3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

### 3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

### 3.3 Expedited Arbitration

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### 3.3.1 Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within **the time limit for referral to arbitration under the local agreement provisions** ~~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.

#### 3.3.2 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;
  - vii. Grievances arising from the duty to accommodate; and
  - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (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 local 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.

### 3.3.3 Expedited Arbitrators

The following arbitrators shall be selected ~~on the basis of the person who is first available to hear the grievance~~ **based on earliest availability** on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- **Corrin Bell**
- **Julie Nichols**

If none of the listed arbitrators are available, the local parties shall agree to another arbitrator.

*... No changes to the remainder of this Article.*

### 3. ARTICLE 6 - JOB SECURITY

*The provisions of Article 6.6.6 will be amended as follows:*

6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support **such as resolving delivery platform software or server problems for** to students taking distributed learning courses.

*All other provisions under this Article will remain unchanged.*

### 4. ARTICLE 7 – LEAVES

*... No changes proposed for Articles 7.1, 7.2 and 7.3*

#### 7.4 Retention of Status

An employee on approved paid or unpaid leave will retain ~~her/his~~ **their** employment status for the duration of the leave.

#### 7.5 Benefits While on Leave

An employee will continue to receive ~~her/his~~ **their** salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

#### 7.6 Bereavement Leave

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay. **An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of the memorial service.**

## 7.7 Family Illness Leave

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the employer.

## 7.8 Compassionate Care Leave

### 7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ 27 weeks to care for a gravely ill family member. For the purpose of this Article 7.8, "family member" is defined as one of the persons listed in Appendix H – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ 27 weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ 27 weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of ~~eight (8)~~ 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

### 7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the ~~eight (8)~~ week period specified in Article 7.8.1 above. Such additional leave shall be pursuant to Article 7.2 General Leave.



...No changes to Articles 7.9 through 7.13

#### **7.14 Leave Respecting the Death of A Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

#### **7.15 Leave Respecting the Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

#### **7.16 Leave for Domestic Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to three days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

Notwithstanding the above, in the event that legislation comes into force regarding domestic violence leave that applies to the employer, the employer will provide such leave consistent with the legislation and the employer is not required to provide leave with or without pay in excess of the requirements in such legislation.

### **5. Article 8 – Parental Leave**

Effective the date of ratification, the Employer and the Union agree to amend the language of Article 8 Parental Leave to reflect the changes in B.C.'s *Employment Standards Act* [R.S.B.C. 1996, c. 113] and Canada's *Employment Insurance Act* [S.C. 1996, c. 23] as follows:

#### **8.1 Preamble**

##### **8.1.1 Definitions**

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-

habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

- (b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

#### 8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to ~~twelve (12)~~ **six (6)** consecutive months in addition to statutory requirements. **Notwithstanding the foregoing, employees who elect the Standard Leave as defined under the *Employment Standards Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.**

#### 8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

**8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth unless the employer and the employee agree otherwise.

**8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth.

**8.2.3** for an adopting parent, within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child is placed with the parent.

#### 8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

*... No change to article 8.4*

## 8.5 Supplemental Employment Benefit for Maternity and Parental Leave

**8.5.1** When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first ~~two (2) weeks of maternity~~ leave, an employee shall receive one hundred percent (100%) of ~~her~~ **their** salary calculated on ~~her~~ **their** average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother, **adoptive or legally recognized parent** shall receive an amount equal to the difference between the Employment Insurance **Standard Parental EI B**enefits and eighty-five percent (85%) of the employee's salary calculated on ~~her~~ **their** average base salary.
- ~~(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.~~
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 8.5.1(c) when the employee opts for thirty-five (35) week EI benefit, spread out and paid over the 61 week period. Payroll will make this calculation.**
- (e) Provided the employee received SEB as per Article 8.5.1 (a), (b), (c) and (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.**
- (f) The average base salary for the purpose of Article 8.5.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

**8.5.2** An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the

employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

6. Article 9 - Health and Welfare Benefits

*(A) The Employer and the Union agree to amend the language of Article 9 as outlined below:*

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side. **Two union representatives will represent the BCGEU on this committee.**

9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

9.1.3 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. ~~The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.~~

9.1.4 Costs of the Joint Committee

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

## 9.2 Specific Benefits

### 9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions (**see LOU XX**)
- (b) Extended Health Benefits
  - (i) Total lifetime coverage level will be unlimited.
  - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety five percent (95%), the existing local provision will remain in force.
  - (iii) **Effective April 1, 2019**, Hearing Aid benefit claims will be to a maximum of six hundred dollars ~~(\$600)~~ **\$1500** every five (5) years.
  - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
  - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
  - (vi) **Effective April 1, 2019**, eye vision exams shall be reimbursed to a maximum of ~~seventy five dollars (\$75)~~ **one hundred dollars (\$100)** every two (2) years.
  - (vii) ~~Effective January 1, 2016~~, **November 1, 2021** the reimbursement for professional services will be amended from \$10 per visit maximum ~~for the first twelve (12) visits per calendar year to \$10~~ **\$20** per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

*... no further changes to the remaining provisions of the Article.*

*(B) Further to the above, while not to be included in the Common Agreement, effective April 1, 2019, the Employers agree that the Extended Health Benefits plans will be amended such that the vision care coverage shall be increased to \$650/2 years.*

(C) Further to the amendment to Article 9.2.1.(a) above, the Employers and the Union agree to the following Letter of Understanding, effective January 1, 2020:

### **Letter of Understanding XX**

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

## **7. Article 12 – Salaries**

Effective April 1, 2019, the Employers and the Union agree to amend Article 12 as follows:

### **12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

12.1.1 Effective ~~the first day of the first full pay period after~~ **April 01, 2019** or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.1.2 Effective ~~the first day of the first full pay period after~~ **April 01, 2020**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.1.3 Effective ~~the first day of the first full pay period after~~ **April 01, 2021**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

*The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #11 – Appendix "A", of this Memorandum of Settlement.*

## 12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

~~12.2.1 Effective the first day of the first full pay period after April 01, 2019 or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%).~~

~~12.2.2 Effective the first day of the first full pay period after April 01, 2020, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2020 shall be increased by two percent (2%).~~

~~12.2.3 Effective the first day of the first full pay period after April 01, 2021, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2021 shall be increased by two percent (2%).~~

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

*... no changes to articles 12.3, 12.4 and 12.5*

## 12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

~~12.6.1 Effective the first day of the first full pay period after April 01, 2019 or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%).~~

~~12.6.2 Effective the first day of the first full pay period after April 01, 2020, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2020 shall be increased by two percent (2%).~~

~~12.6.3 Effective the first day of the first full pay period after April 01, 2021, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2021 shall be increased by two percent (2%).~~

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

8. Article 16 – Common Faculty Professional Development Fund

16.3 Fund

16.3.1 The Fund will be set at point ~~six~~ seven of one percent ~~(0.6%)~~ (0.7%) of faculty salary for each institution. ~~Effective February 1, 2017, the Fund will be set at point seven (0.7%) of faculty salary for each institution.~~

16.3.2 Any monies in the Fund not spent at the end of any fiscal year shall be retained by the Employer.

9. Article 17 - Term

Effective the date of ratification, the Employers and the Union agree to amend Article 17 as follows:

"This Agreement shall be in effect from April 1, 2014 **2019** to March 31, ~~2019~~**2022**, and shall continue in force until the renewal of this Agreement."

10. Appendix "A"

**APPENDIX A  
PROVINCIAL SALARY SCALE – to be determined**

11. LETTER OF UNDERSTANDING 2-1

**REVIEW OF BARGAINING STRUCTURE AND PROCESS**

1. The Employers and the Union agree to establish a Joint Review Committee (the Committee). The terms of reference for the Committee include the following:
  - Examine the potential to develop a standardized sectoral agreement(s)
    - As part of their discussions, the parties will review the possible standardization of the pregnancy/parental leave (including SEB) provisions, and the grievance procedure.
  - Report the committee's findings back to the parties' respective principals.
2. The committee shall be made up of four (4) representatives chosen by the Employers and up to four (4) representatives chosen by the local unions. The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.



3. The findings of the committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective College Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provisions of the applicable local collective agreement.
5. The committee will begin its work after April 1, ~~2015~~ **2020** and conclude its work no later than June 30, ~~2015~~ **2021** at which time this Letter of Understanding will expire.

**12. LETTER OF UNDERSTANDING 1**

~~LETTER OF UNDERSTANDING 1~~

~~TRAINING OF HARASSMENT INVESTIGATORS~~

~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B.~~

~~Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.~~

~~The Committee shall complete their duties by June 30, 2015.~~

~~The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.~~

**13. LETTER OF UNDERSTANDING X**

**WORKING COMMITTEE ON CONTACT TIME/INSTRUCTIONAL HOURS**

**The union has raised concerns regarding inconsistent contact time/instructional hours for instructors delivering similar programs throughout the sector.**

**The parties agree, that in order to support future local bargaining discussions regarding contact time/instructional hours, it would be beneficial for the Employer and the Union to first participate in a joint committee (the "Committee") to gather information to identify problem areas, share best practices, learn from the successes and failures, and include the evaluation of what the potential effects of changed contact time/instructional hours would have on the educational services to students now, and in future educational models. The information gathered through this committee would then support future local bargaining discussions.**

1. With respect to impacted programs, the areas of review and identification for the Committee would include:
  - a. How the student's hours of instruction are scheduled and structured in each institution. How many contact hours are required for a student to successfully complete the program?
  - b. If applicable, identify what the regulatory requirements are for a student to graduate in a program area. What adjustments might need to be incorporated if these regulatory requirements change?
  - c. How institutions schedule contact time/instructional hours for instructors in each of the impacted programs, i.e., how many contact hours/instructional hours are assigned?
  - d. Identify any current problems that exist with respect to the assignment of contact time/instructional hours.
  - e. What are the best practices in the scheduling and assignment of contact time/instructional hours? What practices result in the best educational outcomes for students?
  - f. What are the different modes of delivering instruction to students, and how are contact time/instructional hours affected?
2. The committee shall consist of:
  - Two (2) representatives from each of the five (5) employer institutions for a total of ten (10) representatives chosen by the Employers. However, one (1) of the two (2) employer representatives must have direct operational knowledge of the area being discussed.
  - Two (2) representatives from each of the five (5) union locals for a total of ten (10) chosen by the local unions. However, one (1) of the two (2) union representatives must have direct operational knowledge of the area being discussed.
  - The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.
  - One (1) administrative person provided by the Employer to record and distribute the factual information presented through the committee meetings with respect to the impacted programs reviewed under clause 1 above of this Letter of Understanding.
3. At the conclusion of the committee's work, a fact finding report will be developed and distributed to the parties that encapsulates and summarizes the information gathered by the committee.
4. In order to support the administrative expenses of the committee, a onetime fund of \$90,000 shall be established.

- These funds shall be used to support the travel expenses and administrative costs of each of the party's committee members. However, it is understood that these funds shall not be used to fund the leaves or salary expenses of the committee members.
- Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provision of the applicable local collective agreements.
- One representative from PSEA and one representative from BCGEU shall administer the fund jointly.

5. The committee will begin its work after April 1, 2020 and conclude its work no later than June 30, 2021.

#### 14. Letter of Understanding XXX

The parties agree to a Letter of Understanding regarding the Public Sector General Wage Increase (Schedule 3).

#### 15. Service Enhancement Allocation

The Parties agree that the following amounts will be available to the local parties to address improvements to services to students. The amounts below represent ongoing additional funding.

<u>Fiscal Year</u>	<u>Amount</u>
2019/2020	\$130,000
2020/2021	\$133,000
2021/2022	\$136,000

The amount allocated to each specific institution will be prorated according to that institution's payroll cost for their BCGEU bargaining unit. The Parties agree that access to the funding for each local bargaining unit is contingent upon mutual agreement to tangible improvements to service delivery for students.

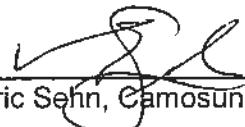
#### 16. Previously agreed items


Items previously agreed and signed off between the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 BCGEU Faculty Common Agreement.


17. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.

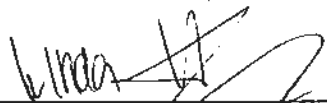
Signed by the parties at Vancouver, British Columbia, on the 1<sup>st</sup> of November, 2018.

For the Employers:

  
Eric Sehn, Camosun College

  
Jessie Drew, Northern Lights College

  
Amber Middleton, Coast Mountain College

  
Linda Heska, Okanagan College

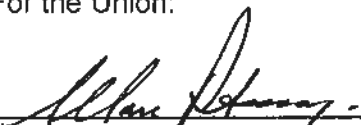
  
Arleen Gallo, Selkirk College


  
Michael Madill, PSEA, Chair


  
Brian Chutter, PSEA


  
Thomas Teasdale, PSEA

For the Union:


  
Al Paterson, Local 701

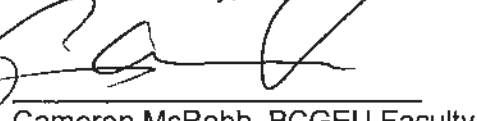
  
Greg Lainsbury, Local 710

  
Keisha Reichert, Local 712

  
Edie Lowes, Local 707

  
Dave Briggeman, Local 709

  
Shannon Murray, BCGEU Staff

  
Cameron McRobb, BCGEU Faculty Bargaining Committee Chairperson

## **SCHEDULE 1**

- Camosun College / BCGEU Local 701, Camosun College
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Northwest Community College / BCGEU Local 712, Northwest Community College
- Okanagan College / BCGEU Local 707, Okanagan College
- Selkirk College / BCGEU Local 709, Selkirk College

## **SCHEDULE 2**

Employer Proposals

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## **Appendix B – List of Investigators**

*Effective the date of ratification, the Employer and the Union agree to amend Appendix B – List of Investigators as follows:*

### **APPENDIX B**

#### **LIST OF INVESTIGATORS**

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

- ~~Louise Pohl~~ Cheryl Otto
- ~~Betty Baxter~~ Linda Sum
- Rebecca Frame
- Irene Holden
- Deborah Lovett
- ~~Ana Mohammed~~ Jean Greatbatch
- John Sanderson
- Marli Rusen

## Appendix D – List of Arbitrators

*Effective the date of ratification, the Employer and the Union agree to amend Appendix D – List of Arbitrators as follows:*

### APPENDIX D

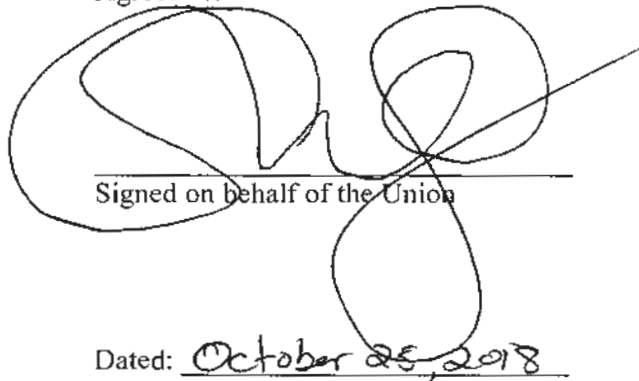
#### LIST OF ARBITRATORS

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4:

Bob Blasina  
Joan Gordon  
Judi Korbin  
Chris Sullivan  
Colin Taylor  
**Julie Nichols**

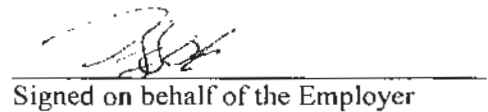
This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

Agreed to:



Signed on behalf of the Union

Dated: October 25, 2018



Signed on behalf of the Employer



## ARTICLE 14 - INTERNATIONAL EDUCATION

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities while supporting international education at each institution.

The Parties agree that this Article shall govern the terms and conditions for employees who travel outside Canada ~~and the U.S.~~ to perform assigned work pursuant to the employees' collective agreement.

### 14.1 General

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada ~~and the U.S.~~ with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The Employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The Employer will ensure that minutes of these meetings are recorded and provided to the Union.

### 14.2 Expenses

- (a) The Employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The Employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- (b) The Employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

### 14.3 Health and Welfare Benefits

The Employer will provide current health and welfare benefits coverage for employees working under this Article. Premiums for this coverage will continue to be paid as if the employee was continuing to work for the Employer in British Columbia.

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The Employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses.

The Employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.

(e) An employee will be referred to the Employer's Human Resources department to clarify the benefit and travel medical insurance coverage.

(f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel ~~to the U.S.~~ to perform assigned work pursuant to the employees' collective agreement.

#### **14.4 Emergencies and Emergency Evacuation**

(a) The Employer will provide an employee with ~~twenty-four (24)~~ hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an ~~apprehended~~ anticipated or actual emergency for the employee.

(b) The Employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The Employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the Union at the same time.

(c) If necessary, the Employer will contract with local specialists with respect to the safety of employees, their families and companions.

(d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if ~~she/he they~~ reasonably ~~apprehends anticipate~~ that ~~his/her their~~ health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the Employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the Employer by the employee on a mutually agreed basis.

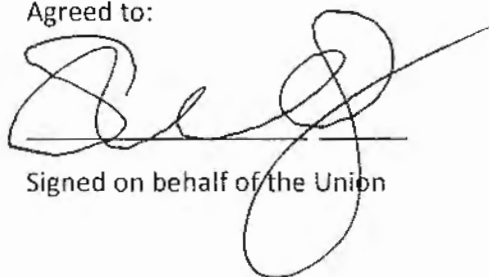
#### **14.5 Orientation and Return**

14.5.1 Employees working under this article will receive a reasonable orientation prior to departure that includes but is not limited to:

- (a) the project;
- (b) the culture and country;
- (c) travel, safety or medical concerns, benefits issues; and
- (d) other issues related to the work.

14.5.2 The Employer will arrange the scheduling of international work in such a way that an employee will be provided three (3) working days, inclusive of required travel time, between the completion of their international education assignments before assuming regular duties at the institution. This will not apply in situations where an employee elects to extend their stay through the use of vacation time.

Agreed to:

A large, stylized handwritten signature in black ink, written over a horizontal line.

Signed on behalf of the Union

A smaller, more compact handwritten signature in black ink, written over a horizontal line.

Signed on behalf of the Employer

Dated: 24 OCT 2018

**Housekeeping – Memorandum of Understanding Re: Economic Stability Dividend (ESD)**

Effective March 31st, 2019 the Employer and the Union agree to delete Memorandum of Understanding Re: Economic Stability Dividend (ESD) in its entirety:

**MEMORANDUM OF UNDERSTANDING****Re: ECONOMIC STABILITY DIVIDEND (ESD)****Definitions**

1. ~~\_\_\_\_\_~~ In this Letter of Agreement:

~~“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.~~

~~“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.~~

~~“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.~~

~~“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.~~

~~“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.~~

~~“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.~~

~~“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.~~

~~“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.~~

**The Economic Stability Dividend**

2. ~~The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.~~

3. ~~Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.~~

4. ~~For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).~~

#### ~~Annual Calculation and publication of the Economic Stability Dividend~~

5. ~~The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.~~

6. ~~The timing in each calendar year will be as follows:~~

- ~~(i) — February Budget— Forecast GDP for the upcoming calendar year;~~
- ~~(ii) — November of the following calendar year— Real GDP published for the previous calendar year;~~
- ~~(iii) — November— Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;~~
- ~~(iv) — Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.~~

7. ~~For greater clarity and as an example only:~~

~~For collective agreement year 3 (2016/17):~~

- ~~(i) — February 2015— Forecast GDP for calendar 2015;~~
- ~~(ii) — November 2016— Real GDP published for calendar 2015;~~
- ~~(iii) — November 2016— Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;~~
- ~~(iv) — Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend~~
- ~~(v) — Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.~~

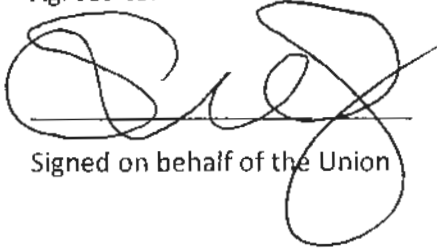
#### ~~Availability of the Economic Stability Dividend~~

8. ~~The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).~~

#### ~~Allowable Method of Payment of the Economic Stability Dividend~~

~~9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.~~

Agreed to:

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Signed on behalf of the Union

A smaller, more fluid handwritten signature in black ink, positioned above a horizontal line.

Signed on behalf of the Employer

Dated: 24 OCT 2018

**Housekeeping – Letter of Understanding 1 – Training of Harassment Investigators**

Effective the date of ratification, the Employer and the Union agree to delete Letter of Understanding 1 – Training of Harassment Investigators in its entirety as the work has been completed:

**~~LETTER OF UNDERSTANDING 1~~****~~TRAINING OF HARASSMENT INVESTIGATORS~~**

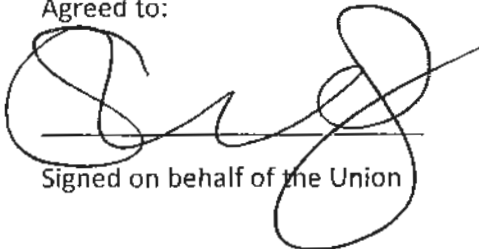
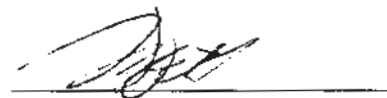
~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B.~~

~~Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.~~

~~The Committee shall complete their duties by June 30, 2015.~~

~~The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.~~

Agreed to:

  
Signed on behalf of the Union  
Signed on behalf of the EmployerDated: 24 OCT 2018

## DEFINITIONS

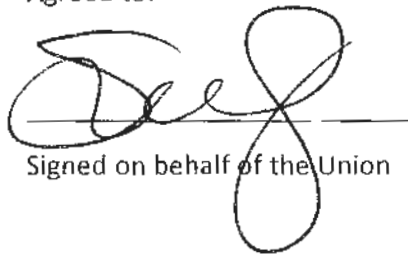
1. **"Agreement"** or **"Common Agreement"** means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. **"Collective Agreement"** means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. **"Employee"** means a person employed within a bargaining unit represented by the BCGEU that has ratified a Collective Agreement that includes this Common Agreement.
4. **"Employer"** means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. **"Institution"** means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. **"Joint Administration and Dispute Resolution Committee"** or **"JADRC"** means the committee established pursuant to Article 3.2.
7. **"Joint Labour-Management Committee"** means a committee formed by local parties with equal representation from a local union and an institution.
8. **"Local parties"** means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
9. **"Local provision"** means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
10. **"Local union"** means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
11. **"Ministry"** means the Ministry of Advanced Education, Skills and Training.
12. **"Parties"** or **"Common Parties"** means the following employers and local unions that have ratified a Collective Agreement that includes this Common Agreement:
  - Camosun College / BCGEU Local 701, Camosun College
  - Northern Lights College / BCGEU Local 710, Northern Lights College
  - ~~Northwest Community College~~ **Coast Mountain College**/ BCGEU Local 712, ~~Northwest Community College~~ **Coast Mountain College**
  - Okanagan College / BCGEU Local 707, Okanagan College
  - Selkirk College / BCGEU Local 709, Selkirk College
13. **"Post-Secondary Employers' Association"** or **"PSEA"** means the employers' association that is established for post-secondary institutions under the Public Sector Employers' Act and that is the employer bargaining agent for all institutions.



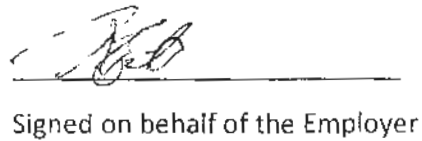
14. "**Ratification**" means the acceptance by the BCGEU and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement.

15. "**Union**" means the B.C. Government and Service Employees' Union (BCGEU).

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

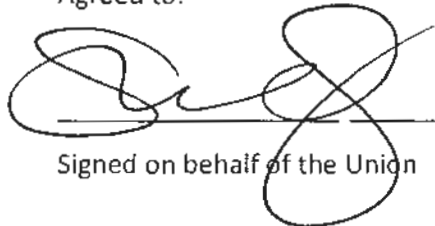
Dated: 24 OCT 2018

Housekeeping

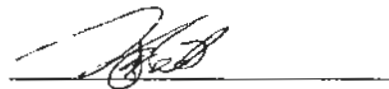
Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

- (a) Replace "Northwest Community College" with "Coast Mountain College" wherever it appears in the agreement to reflect the name change of the college.
- (b) Replace "Ministry of Advanced Education" with "Ministry of Advanced Education, Skills and Training" wherever it appears in the agreement to reflect the name change of the Ministry.
- (c) Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.
- (d) Replace "alleged harasser" with "respondent" in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

## **SCHEDULE 3**

### **Letter of Understanding XXX**

#### **Re: Public Sector General Wage Increase**

As part of the Memorandum of Settlement between the PSEA and BCGEU renewing the 2014 – 2019 BCGEU Faculty Common Agreement, the parties also agree as follows;

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019 – 2022 Common Agreement will be adjusted on the third anniversary of the 2019 – 2022 Common Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This letter of Agreement will be effective during the term of the 2019 – 2022 Common Agreement.