

**OFFER OF SETTLEMENT**  
**between**  
**COLLEGE OF NEW CALEDONIA**  
**(hereinafter called "the Employer")**  
**And**  
**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**Dated: June 25, 2020**  
**Time: 12:15 AM**

**Introduction**

The following package of items is to be considered an Offer for Settlement ("the SIA Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement.

Memorandum of Settlement  
between  
COLLEGE OF NEW CALEDONIA  
(hereinafter called "the Employer")

and the  
FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA  
(hereinafter called "the Union")

Collectively The "Parties"

DATE: June 25, 2020

*"Errors and omissions Excepted"*

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

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF CUPE (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CUPE LOCAL MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

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

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

**3. Effective Dates**

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

**4. SCHEDULE "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

**5. SCHEDULE "B"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

**6. SCHEDULE "C"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "C" – 2019 FPSE Template Table.

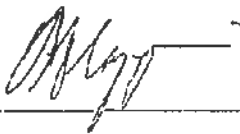
**7. Ratification**

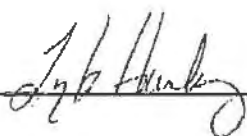
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

Signed this 25th day of June, 2020.


**BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Fred Alaggia,  
Executive Director, Human Resources

  
\_\_\_\_\_  
Twyla Hurley  
Spokesperson

**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
\_\_\_\_\_  
Jan Mastromatteo  
Bargaining Chair

  
\_\_\_\_\_  
Zoe Towle  
Spokesperson

## SCHEDULE A

### 1. GENDER NEUTRAL LANGUAGE

Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "he/she" with "they" wherever they appear in the agreement to use gender-neutral pronouns.

### 2. LETTERS OF AGREEMENT

Number LOAs at back of agreement

### 3. ARTICLE 1.2.6 CONTRACTING OUT

No change to existing language except for what follows:

#### a. Job Security For Employees

i. The College recognizes that the role of faculty is ~~primary~~ **primarily** within the instructional activities of the College. Although effective delivery of post-secondary education and training requires flexibility to respond to the needs of a diverse range of clients, contracting out will not detract from the primary role of faculty employees.

### 4. ARTICLE 1.10.13 DEFINITIONS

No change to existing language except for what follows:

"General Interest Course" is any course taken primarily for recreational education purposes which does not:

- a) receive formal recognition by the College of New Caledonia, an outside government agency or Ministry, a professional association, a registered accrediting body, or another recognized educational institution; or
- b) contain major components of College of New Caledonia courses and programs as classified in 10.1, including curriculum and evaluation standards; or
- c) lead directly to the present or immediately intended occupation of the prospective students. It is specifically agreed that G.E.D. and Study Skills courses are not considered General Interest courses. College of New Caledonia course completion certificates may be issued for General Interest Courses, but the student's registration and performance will not form part of the student's permanent record at the College. ~~For the purposes of this Agreement, professional development seminars of one (1) week or less offered by the Enterprise Development Centre are considered General Interest courses.~~

## ARTICLE 2.8 UNION RIGHTS TO INFORMATION

No change to existing language except for what follows

The College shall provide the Faculty Association with all necessary information relating to the following matters for all faculty employees, on a monthly basis:

- position advertisements (to be provided at the time of advertising),
- ~~appointments, including term of appointment, classification, department, course title, number of hours for all part-time faculty and salary step,~~
- **appointment letters for all regular and regular part-time faculty**
- **appointment letters and agreements to teach for all non-regular faculty including part-time and sessional appointments**
- ~~regularization appointment letters,~~
- transfers,
- unpaid leaves, educational leaves, exchange leaves, maternity /legal adoption leaves, political leaves, partial leaves,
- resignations,
- retirements,
- deaths,
- recalls from lay-off and refusals of recall,
- lay-offs,
- terminations.

## 5. ARTICLE 3.3.1 INFORMAL RESOLUTION OF GRIEVANCE

No change to existing language except for what follows:

A faculty employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her ~~Dean Educational~~ **Administrator** in an effort to resolve the matter promptly and informally.

## 6. ARTICLE 5.6.5 COORDINATOR RELEASE TIME

No change to existing language except for what follows:

**d. Coordinators in Early Childhood ~~Care and Learning Education~~, College and Career Preparation, Dental Studies, Trades, Counselling, the Centre for Student Success, Medical Laboratory, Diagnostic Medical Sonography, and Medical Radiology shall be approved with additional responsibilities and additional release time.**

**d(iv). Early Childhood ~~Education~~ Care and Learning Coordinator**

### **Additional Responsibilities**

- Attend meetings, prepare reports for and recommend members to the **Early Childhood Care and Learning Coordinator ECE (ECCL) Advisory Committee** and advise the ~~Dean~~ **Educational Administrator** on membership;
- assist in maintaining liaison with provincial and local licensing boards including attending meetings of the Community Care Licensing Board;
- assist in maintaining liaison with relevant community agencies;
- maintain liaison with demonstration day care centre staff to ensure that the centre program reflects ~~ECE~~ **ECCL** program objectives
- coordinate field placement for ~~ECE~~ **ECCL** students (basic & post-basic) including:
  - location of practicum site
  - scheduling students
  - preparing written information for sponsor teachers
  - meetings with sponsor teachers on a regular basis
  - arranging end of year dinner.

Additional release time 10%

Total 30%

**7. ARTICLE 6.8 SEVERANCE PAY - REGULAR PART-TIME FACULTY AND FACULTY ON THE NON-REGULAR SENIORITY LIST**

No change to existing language except for what follows:

**Severance Pay - Regular Part-time Faculty ~~and Faculty on the Non-Regular Seniority List~~**

Where the College has not offered appointments for two consecutive years, the employee shall be entitled to pro-rated severance pay. Severance pay shall be pro-rated on the basis of the average annual hours worked in the two (2) year period immediately prior to the cessation of available work taken as a percentage of the maximum hours of a full-time faculty employee in the applicable work load classification. Seniority shall be based upon the length of continuous service immediately prior to the cessation of available work, and shall not include the two (2) year period where no appointments were offered.

~~Only employees on the Continuing Part-time list as of March 31, 1998, Regular Part-time employees, and employees who would subsequently earn the right to go on the list under the Collective Agreement covering April 1, 1996 to March 31, 1998, shall be entitled to the severance provisions of Article 6.8 a, pending mutual agreement by the parties to any changes. It is agreed that the "average annual hours worked" referred to in Article 6.8 a excludes hours worked on sessional appointments, pending mutual agreement by the parties to any changes.~~

**8. ARTICLE 10.4 WORKLOAD FOR TYPE 1(C) FACULTY EMPLOYEES**

No change to existing language except for what follows:

- a. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i. 1:8 for Practical Nurse Program;
  - ii. 1:10 for Health Care Assistant Program;
  - iii. 1:8 for the Dental Assisting Program;
  - iv. 1:~~56~~ for the Dental Hygiene Program in semesters one and two, intersession one and semesters three and four; ratios for intersession two shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.

**9. ARTICLE 10.8.4 WORKLOAD FOR TYPE 4 FACULTY EMPLOYEES**

No change to existing language except for what follows:

~~The normal workload for full-time faculty employees in Athletics/Recreation shall be determined by mutual agreement between the faculty employee and his or her educational administrator.~~

**10. MEMORANDUM OF UNDERSTANDING RE: ECONOMIC STABILITY DIVIDEND (ESD)**

Delete MOU and all references to ESD in the agreement.

**11. ARTICLE 1.2.7 CONTRACTING OUT REVIEW PROCESS**

No change to existing language except for what follows:

**c. Dispute Resolution Mechanism**

If the Association is not satisfied with the explanation for the contracting out decision provided by the College representatives on the Joint Contracting Out Committee and there is no agreement of the Committee members, the Association may refer the matter to Step 2 of the grievance procedure in the Collective Agreement. If unresolved, the dispute may then be referred by the Association to expedited arbitration using the following process:

One of the following persons will be chosen as arbitrator on a random basis:

~~Chris Sullivan~~ Bob Pেকেles

~~Marguerite Jackson~~ Corrin Bell

Kate Young

Wayne Moore

Mark Brown

Ken Saunders

**12. ARTICLE 1.3 TERM OF THE AGREEMENT**

No change to existing language except for what follows:

1.3.1 This Agreement, unless changed by mutual consent of both parties, shall be in force and effect ~~from the date of signing to from April 1, 2019 to March 31, 2022 and shall continue in force until the renewal of this Agreement. March 31, 2014; and thereafter from year to year unless either party to this Agreement gives four months written notice to begin collective bargaining.~~



### 13. ARTICLE 3.6 ARBITRATION PROCEDURE

No change to existing language except for what follows:

3.6.2 The Arbitration Board shall consist of one member. Within seven (7) working days of either the Faculty Association or the Board being notified in writing by the other party of its desire to refer the grievance or matters outlined in 3.6.1, both parties shall meet to appoint an arbitrator from the following list:

~~Chris Sullivan~~ Bob Pেকেles

~~Marguerite Jackson~~ Corrin Bell

Julie Nichols

Wayne Moore

Mark Brown

Ken Saunders

### 14. ARTICLE 5.5 REGULARIZATION OF FACULTY EMPLOYEES

5.5.1 Faculty employees shall be regularized if they have met the following criteria as stipulated in the Common Agreement (Article 6.1.3.(b) (i) and (ii)):

a. "...[after an employee has worked for a period of ] at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year", or

b. "... after the employee has performed a workload [of] at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive appointment years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year"; and

***While not to be included in the collective agreement, effective date of ratification, the parties agree that a consecutive series of short sessional work with each assignment being less than 4 weeks will be included as part of the calculation when determining whether an employee has met the 2-year pre-requisite eligibility required to regularize under 5.5.1 a. and b. of the collective agreement (as above). For clarity, short sessional time will be include as part of the calculation to get to 50% ; i.e. (4 weeks + 4 weeks + 4 weeks + 4 weeks) = a semester. The Parties agree that replacement work counts towards regularization as defined in this paragraph.***

### 15. ARTICLE 5.6.3 SELECTION OF COORDINATORS

When a coordinator position is to be filled, faculty employees in the applicable program area(s) shall select by ~~May 31~~ **March 31<sup>st</sup>** one faculty member from the program area(s) to serve a one

(1) year term as the program coordinator from August 1st to July 31st. The coordinator shall normally not serve more than three (3) consecutive terms.

#### 16. ARTICLE 5.6.5 COORDINATOR RELEASE TIME

No change to existing language except for what follows:

5.6.5(d) Coordinators in **Early Childhood Care and Learning Education**, College and Career Preparation, Dental Studies, Trades, Counselling, the Centre for Student Success, Medical Laboratory, **Diagnostic Medical Sonography**, and Medical Radiology shall be approved with additional responsibilities and additional release time.

5.6.5(d), (i) thru (iii) EXTANT

#### **d(iv). Early Childhood ~~Education~~ Care and Learning Coordinator**

##### **Additional Responsibilities**

- Attend meetings, prepare reports for and recommend members to the **Early Childhood Care and Learning Coordinator ECE (ECCL) Advisory Committee** and advise the **Dean Educational Administrator** on membership;
- assist in maintaining liaison with provincial and local licensing boards including attending meetings of the Community Care Licensing Board;
- assist in maintaining liaison with relevant community agencies;
- maintain liaison with demonstration day care centre staff to ensure that the centre program reflects ~~ECE~~ **ECCL** program objectives
- coordinate field placement for ~~ECE~~ **ECCL** students (basic & post-basic) including:
  - location of practicum site
  - scheduling students
  - preparing written information for sponsor teachers
  - meetings with sponsor teachers on a regular basis
  - arranging end of year dinner.

Additional release time 10%

Total 30%

**d.(x) NORTHERN DIAGNOSTIC SONOGRAPHY COORDINATOR**

**Additional Responsibilities:**

- facilitate evaluation, revision and changes of curriculum, monitor progress of program outcomes.
- coordinate requests for exemptions and challenges
- chair Program Committee.
- attend PAC meetings.
- chair and prepare for department meetings.
- act as a liaison for provincial initiatives, Health Care Authorities, and projects.
- liaise with other institutions as required.
- develop and revise course and program evaluation methods for the program.
- ensure regular course and program evaluation methods are implemented.
- prepare reports for the program as required by internal and external organizations.
- ensure processes in place and required documentation is collected on a continuing basis for accreditation purposes.
- work with and support the clinical course supervisor including but not limited to, the following:
  - communicating with chief technologists and other personnel at clinical placements.
  - travelling to clinical sites.
  - training preceptors.
  - initiating new clinical placements.
  - oversee selection process for students admitted to the program.

**Additional release time 30%**

**17. ARTICLE 13.5.12 PROCEDURES FOR EDUCATIONAL LEAVE**

Educational leave shall be available to qualifying faculty employees **at 100% salary for a minimum of two (2) months to a maximum of nine (9) months.** ~~according to the following options:~~

~~a. eight (8) or nine (9) months at 60% salary she/he would receive if not on educational leave.~~

~~b. two (2) to seven (7) months at 80% salary she/he would receive if not on educational leave.~~

Educational leaves of less than nine (9) months duration shall coincide with an instructional period for the faculty employee or as agreed to by the College. A maximum of six (6) faculty employees may be on educational leave at any one time unless otherwise mutually agreed to by the parties.

**18. ARTICLE 13.5.3 PROCEDURES FOR EDUCATIONAL LEAVE**

To qualify for educational leave, the faculty employee must have a regular faculty appointment with at least ~~five (5)~~**two (2)** continuous years of service in the bargaining unit or must have at least ~~five (5)~~**two (2)** years of continuous service since his/her last educational leave. For the purpose of qualifying for educational leave in accordance with this article, continuous service shall be defined in accordance with article 6.4.2. The Faculty Association shall determine which leaves do not count toward the accumulation of the required total ~~five (5)~~**two (2)** years. Such leaves shall not, however, be an interruption of continuous service for the purpose of this sub article.

**19. LOU RE: ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS**

Renew.

**20. LOA RE: EARLY INTERVENTION SERVICES**

Delete.

**21. MOA RE: VALT (CNC, FACNC & CUPE)**

Renew.

**22. LOA RE: MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD**

Renew.

**23. LOA RE: IMPLEMENTATION OF COMMON AGREEMENT ARTICLE 16 – COMMON FACULTY PROFESSIONAL DEVELOPMENT FUNDS**

Renew.

## SCHEDULE B

The following are changes to the Collective Agreement agreed to by the Parties in relation the Service Improvement Allocation:

a) The Parties agree to the following changes:

**1.10.19** *No change to existing language except for what follows:*

For full-time faculty employees "Working Day(s)" refers to all days, Monday through ~~Saturday-Sunday~~ inclusive, of any week of the year, excluding College and statutory holidays. Where a teaching assignment includes a Saturday ~~and/or a Sunday~~, prior permission of the faculty employee shall be obtained. ~~In the case of a probationary or sessional employee's work schedule including a Saturday prior approval of the Faculty Association is also required.~~

*While not to be included in the collective agreement, the Parties agree that the definition of "faculty employee" is as established at Article 1.10.1 of the collective agreement. Put another way, the removal of the requirement to obtain permission from the Faculty Association prior to scheduling a probationary or sessional employee on a Saturday and/or Sunday does not remove the requirement to obtain prior permission from that faculty employee. This interpretation is to be applied to all the Articles contained in this settlement offer where the prior approval of the Faculty Association prior to scheduling a probationary or sessional faculty employee has been removed.*

**10.2.12** *No change to existing language except for what follows:*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.2.19**

*No change to existing language except for what follows:*

For full-time faculty employees "teaching semester" applies to the Type 1(a) workload classification (10.2) and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15. With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~

**10.3.12**

*No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.3.20**

*No change to existing language except for what follows:*

For full-time faculty employees in Type 1(b) programs the teaching year denotes a maximum of thirty-four (34) instructional weeks (including exam and field work) falling between August 15 and June 15. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~

**10.4.12**

*No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees the permission of the~~

~~Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.4.20** *No change to existing language except for what follows:*

For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~

**10.5.11** *No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.5.19** For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work, which includes clinics) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1 (d), but which is not subject to the dates specified in the afore-mentioned articles. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~

**10.6.8** *No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.7.8** *No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.8.9** *No change to the existing language except for what follows:*

The normal workload for full-time faculty working exclusively in program and curriculum development, with no student contact hours, shall be determined by mutual agreement between the faculty employee and his or her their educational administrator. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~



- b) The Parties agree to the following LOU:

**NEW – LETTER OF UNDERSTANDING - PART-TIME FACULTY RECRUITMENT AND RETENTION FUND**

*In accordance with the parameters for base pay as defined in the Letter of Understanding XX – Working Committee on Secondary Pay Scales agreed between the Parties in the 2019 FTT Template Table negotiations, CNC and FACNC will jointly work toward transitioning the base pay for employees from the Schedule B to the Provincial Salary Scale (Schedule A). Adjustments cannot exceed the funds available in the Part-Time Faculty Recruitment and Retention Fund.*

The Employer agrees to create a fund that supports the recruitment and retention of part-time faculty by transitioning the base pay for employees from the Schedule B to the Provincial Salary Scale (Schedule A).

The Service Improvement Allocation presents an opportunity to address these recruitment and retention challenges through the creation of the Part-Time Faculty Recruitment and Retention Fund

The amount allocated by The Employer to this fund each year will be in accordance with the following schedule:

April 1, 2019: \$56,000

April 1, 2020: \$114,000

April 1, 2021: \$174,000\*

\* This represents the amount of ongoing funding for this initiative.

For years 1 and 2, funds not expended at the end of one year will be carried forward to Year 3. For year 3 and beyond, funds not expended at the end of the year will be carried forward for one year.

Subject to the provisions of this LOU, a committee comprised of three (3) representatives appointed by the Employer and three (3) representatives appointed by the College of New Caledonia Faculty Association will administer Part-Time Faculty Recruitment and Retention Fund

The Part-Time Faculty Recruitment and Retention Fund will be used to address Schedule B in the collective agreement. Specifically, the Fund will be directed at changes to Schedule B such as but not limited to the adjustment to the rates of pay, migration of Part-Time Faculty to Schedule A, changes to language around placement and increments to a maximum of the Year 3 ongoing amount of \$174,000.

The committee will make recommendations to their respective principals regarding the expenditure of the fund. Any recommendations to be adopted by the Parties are subject to the approval of the Parties' respective principals. Such recommendations will not result in pay for part-time faculty that exceeds the parameters for base pay as defined in the Letter of Understanding XX – Working Committee on Secondary Pay Scales agreed between the Parties in the 2019 FTT Template Table negotiations and shall be consistent with the principles contained therein.

If it is not possible to spend the full ongoing amount on changes to Schedule B, any residual amount from the fund will go to the Faculty Professional Development Fund

The committee shall complete their duties no later than December 31, 2021.

## **SCHEDULE C**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "C" – 2019 FPSE Template Table.

2019 – FPSE TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 FPSE Template Table

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")

representing those of its local unions participating (and whose employers are participating) in the 2019  
FPSE Template Table

("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 FPSE 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 date of ratification, unless otherwise specified.

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

1. **Article 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) representatives of the employers and five (5)~~ **three (3)** representatives of ~~each party the Provincial Bargaining Council~~. **Where appropriate, additional individuals may be called 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 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.

## 2. Article 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)~~ **twenty-seven (27)** week period specified in Article 7.8.1 above. Such additional leave shall be ~~pursuant to Article 7.2 General Leave~~ **in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the Act.**

## 3. [NEW] 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.

## 4. [NEW] 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.

5. **[NEW] 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 leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;  
and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

6. **Article 7.11 – Public Duties**

**7.11.1** An employer ~~will~~**may** grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, ~~or~~**or Aboriginal government** election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

**7.11.2** An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial, ~~or~~ federal, **or Aboriginal government** election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

**7.11.3** The Parties agree that Article 7.11 Public Duties may be applied to duties that include non-elected Aboriginal governance.

7. **Article 7.12 – Cultural Leave for Aboriginal Employees**

**7.12 Cultural Leave for Aboriginal Employees**

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

*Remainder of Article to remain the same except renumber.*

8. **Article 8.1.2 – Entitlement**

Upon written request, an employee **who elects the extended parental benefit, as defined under the *Employment Insurance Act***, shall be entitled to a leave of absence without pay of up to **six (6) twelve (12)** consecutive months in addition to statutory requirements. **An employee who elects the standard parental benefit as defined under the *Employment Insurance Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.**

9. **Article 8.5.3 – Repayment of the Supplemental Employment Benefit**

(a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.

(b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

10. **Article 9.2.1 – Benefit Provisions**

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

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. [Note: see LOU NEW]~~

~~(b)~~(a) 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) Hearing Aid benefit claims will be to a maximum of ~~six hundred dollars (\$600) every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) 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) 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, 2017, vision care shall be increased to \$500~~ **six-hundred and fifty dollars (\$650)** every two (2) years.

*Remainder of Article to remain the same except renumber.*

*(B) Further to the above, while not to be included in the Common Agreement, effective date of ratification, the Employer agrees that the Extended Health Benefits plans will be amended such that the reimbursement for professional services will be amended from \$10 per visit maximum to \$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) Further to the deletion of Article 9.2.1 (a) above, the Employer and the Union agree to the following Letter of Understanding, effective January 1, 2020:*

#### **LETTER OF UNDERSTANDING [NEW]**

##### **MEDICAL SERVICES PLAN OF BC**

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.

## 11. Article 12 – Salaries

### Article 12 – Salaries

#### 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 1, ~~2015-2019~~ or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2015-2019~~ shall be increased by ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment **from the date of ratification to April 1, 2019** will apply in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.1.2~~ Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend\*.

~~12.1.3~~ **12.1.2** Effective the first day of the first full pay period after April 1, ~~2016-2020~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2016~~ **2020** shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment **from the date of ratification to April 1, 2020** will apply in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.1.4~~ Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend\*.

~~12.1.5~~ **12.1.3** Effective the first day of the first full pay period after April 1, ~~2017-2021~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2017~~ **2021** shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**.

~~12.1.6~~ Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend\*.

~~12.1.7~~ Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by ~~one half of one percent (0.5%)~~.

~~12.1.8~~ Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend\*.

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 **on the date of ratification**.

**Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight ( 8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.**

~~\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

## **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 1, 2015 ~~2019 or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later): one percent (1%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2019** in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.2.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend\*.

~~12.2.3~~ **12.2.2** Effective the first day of the first full pay period after April 1, 2016 ~~2020: one-half of one percent (0.5%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2020** in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.2.4~~ Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend\*.

~~12.2.5~~ **12.2.3** Effective the first day of the first full pay period after April 1, 2017 ~~2021: one-half of one percent (0.5%) two percent (2%).~~

~~12.2.6~~ Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend\*.

~~12.2.7~~ Effective the first day of the first full pay period after April 1, 2018: one-half of one percent (0.5%).

~~12.2.8~~ Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend\*.

~~12.2.9~~ **12.2.4** Despite Articles 12.2.1 to ~~12.2.8~~ **12.2.3**, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.

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 **on the date of ratification**.

**Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.**

~~\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

*...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 1, 2015 ~~2019~~ or the first day of the first full pay period after the date of tentative settlement ~~ratification~~ of the collective agreement (whichever is later): ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2019** in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.6.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend\*.

~~12.6.3~~ **12.6.2** Effective the first day of the first full pay period after April 1, 2016 ~~2020~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2020** in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

**12.6.4** Effective the first day of the first full pay period after February 1, 2017: ~~one percent (1%) plus Economic Stability Dividend\*~~.

~~12.6.5~~ **12.6.3** Effective the first day of the first full pay period after April 1, 2017 ~~2021~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**.

~~12.6.6~~ Effective the first day of the first full pay period after February 1, 2018: ~~one percent (1%) plus Economic Stability Dividend\*~~.

~~12.6.7 Effective the first day of the first full pay period after April 1, 2018: one half of one percent (0.5%).~~

~~12.6.8 Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend\*.~~

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 **on the date of ratification**.

**Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight ( 8) six (6)-weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.**

~~\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

## **12. Article 13.3**

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 - 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 - Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 - Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- **Article 8 - Parental Leave**
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Letter of Understanding - Expedited Arbitration

## **13. Article 17 – Term**

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.

## **14. Appendix A – Provincial Salary Scale**

*Table to be updated as per Article 12 Salaries.*

15. **Appendix B – List of Investigators**

**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

Rebecca Frame  
~~Irene Holden~~  
~~Betty Baxter~~ **Linda Sum**  
Ana Mohammed  
~~Louise Pohl~~  
**Kyra Hudson**  
**Laurie Mills**  
**Yuki Matsuno**  
**Ken Saunders**

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

16. **Appendix C – Dispute Referral Form**

*Renew.*

17. **Appendix D – List of Arbitrators**

**APPENDIX D  
LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in Articles **3.2.3 and 3.2.4** and ~~3.2.6~~:

~~Irene Holden~~  
Joan Gordon  
Judi Korbin  
~~Chris Sullivan~~  
~~Colin Taylor~~  
**Ken Saunders**  
**Robert Pেকেles**  
**Corinn Bell**

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

18. **Appendix E1 – Registry of Laid Off Employees – Form 1**

*Delete the Appendix in its entirety.*

*Further to the deletion of Appendix E1 Registry of Laid Off Employees – Form 1, the Employer and the Union agree to the following amendment to Article 6.3.1:*

**6.3 Registry of Laid Off Employees**

**6.3.1 Electronic Posting of Available Positions**

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution ~~by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 – Form 1).~~
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

19. **Appendix E2 – Registry of Laid Off Employees (Form 2)**

*Renew.*

20. **Appendix F – Medical Travel Referral Benefit**

*Renew.*

21. **Appendix G – Dental Plan**

*Renew.*

22. **Appendix H – Deferred Salary Leave**

*Renew.*

23. **Appendix I – Family Members for 7.8 Compassionate Leave**

*Renew.*

24. **Letter of Understanding 1 – Variant Applications of Common Agreement Provisions to the NVIT parties**

*Delete LOU 1 in its entirety.*

25. **Letter of Understanding [NEW] – Employment Equity – Aboriginal Employees**

**LETTER OF UNDERSTANDING XX**

**EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES**

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

- PSEA and FPSE will encourage the employers, and with support from the local faculty association/union, to make application to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.
- PSEA and FPSE will assist the employers and the local faculty association/union as requested in the application for and implementation of a special program consistent with this Letter of Understanding.



26. **Letter of Understanding 5 – Working Committee on Secondary Scales**

*Delete LOU 5 in its entirety. (To be replaced by LOU XX – Working Committee on Pay Scales Transition – see item 27.)*

27. **Letter of Understanding [NEW] – Working Committee on Secondary Pay Scales**

**LETTER OF UNDERSTANDING XX**

**WORKING COMMITTEE ON SECONDARY PAY SCALES**

**1. Committee Mandate**

The Employer and the Union agree to participate in a joint committee (the “Committee”), with a mandate to:

- Quantify the costs that would be required in order to transition the base pay for employees included in this letter of understanding for each local from the applicable secondary salary scales to the Provincial Salary Scale as appropriate subject to the parameters described below.

**2. Application**

This LOU will apply to non-regular faculty employees whose pay:

- a. Is determined according to a local salary scale other than the Provincial Salary Scale, or
- b. is differentiated from regular faculty employees due to limits on progression up the salary scale that do not apply to regular faculty employees, or
- c. is differentiated from regular faculty employees due to limits on initial placement on the salary scale that do not apply to regular faculty employees, or
- d. is differentiated from that paid to regular faculty employees through reduction formulas applied to the Provincial Salary Scale that do not apply to regular employees.

**3. Exceptions and Additions**

This letter of understanding shall not apply to classifications of non-regular faculty employees in the bargaining unit **who do not perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement.** (For example, substitutes, continuing education instructors, and instructional/faculty assistants). Additionally, qualification-based differences in pay are excluded from the scope of this committee work.

In addition to non-regular employees, this letter of understanding shall apply to the following regular employee groups only:

- i. ~~Coast Mountain College: Part-time faculty < 50%~~

- ii. Selkirk College: Regular faculty being paid according to on-line courses (LOU #7 rate E).

iii. **Any other regular faculty groups that the parties mutually agree.**

#### 4. Definition and Formula – Base Pay

This formula calculates base pay for non-regular employees included in this LOU.

This formula sets a standard to be used by the committee for calculating base pay for non-regular faculty employees who perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement during the same time period of their work assignment. For those institutions that have a different pay structure in their local collective agreement for non-regular employees, the pay calculated using the following formula will be converted on the same/equivalent basis to their local pay structure for non-regular employees. (i.e. hourly, per course, weighted hourly, etc.).

##### Base Pay Formula and Conditions:

- a) The standard for base pay is calculated by the following formula:

$$\frac{S \times D \times P}{Y} \quad \text{where:}$$

- S** is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.
- D** is the number of days in the appointment period.
- P** is the percentage of full-time work during the appointment period.
- Y** is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

##### Examples:

###### Standard Appointment:

A 16-week appointment at 25% of full-time work at step 6 salary would be \$72,340 x 80 days x 0.25 divided by 261 = \$5,543.30

###### Compressed Appointment:

The same work performed in a compressed format over an 8 week appointment would result in 50% of full-time work for 40 days: \$72,340 x 40 days x 0.50 divided by 261 = \$5,543.30

- b) For clarity, base pay does not include lieu payments, such as vacation and/or benefits. These additional lieu payments, if applicable to non-regular employees in the local collective agreement, would be added to the base pay to formulate the non-regular employee's total compensation related to the term of the work assignment.

- c) The cost to transition an employee from the applicable secondary salary scales to the Provincial Salary Scale will be defined as the difference between the base pay the employee is paid using the secondary scale for the term of their work assignment and the amount the employee would be paid according to the above formula.

## **5. Costing Criteria:**

- a) The Parties will use an average of the most recent 3 years of HRDB data (April 1, 2016 – March 31, 2019) to cost their proposals for costing purposes where the data needed to cost the proposal is available in the HRDB. Where the data necessary to cost the proposals is not available in the HRDB data, the parties will use data from the institution's historic records using the same 3 year period. Where the institution does not use an April 1 – March 31 year, the records used will be those that most closely fit that time period.
- b) Normal rounding principles will apply. If rounding to the nearest dollar, less than .5 dollars will be rounded down to the nearest lower whole dollar and .5 dollars or more will be rounded to the nearest higher whole dollar. If rounding to the nearest cent, less than .5 cents will be rounded down to the nearest lower whole cent and .5 cents or more will be rounded to the nearest higher whole cent.

## **6. Committee Composition**

The Committee shall be equally represented and shall consist of:

- Four (4) Employer Representatives, two (2) of which will be from PSEA; and
- Four (4) Union Representatives.

Costs for leaves and expenses to be borne by each party.

## **7. Timelines**

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

## **28. Items Tentatively Agreed**

Items tentatively agreed by the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 FPSE Faculty Common Agreement.

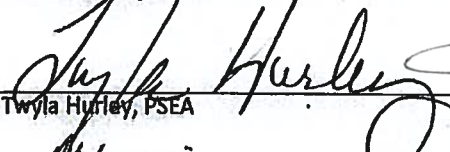
29. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.

Signed by the parties at Vancouver, British Columbia, on the 5<sup>th</sup> <sup>May</sup> of ~~April~~, 2020.

**FOR THE PARTICIPATING EMPLOYERS:**

  
Michael Madill, PSEA

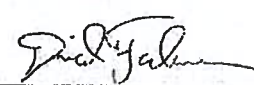
  
Brian Chutter, PSEA

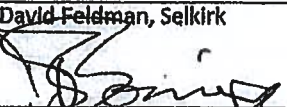
  
Twyla Hurley, PSEA

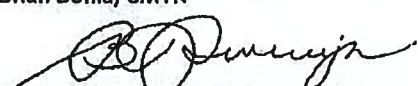
  
Fred Alaggia, CNC

  
Gary Leier, COTR

  
Linda Heska, OC

  
David Feldman, Selkirk

  
Brian Bohia, CMTN


  
Barb Severyn, Camosun


  
Ken Crewe, NIC

**FOR THE PARTICIPATING UNIONS:**


  
FACNC (FPSE Local 3)


  
CORFA (FPSE Local 6)

  
OCFA (FPSE Local 9)

  
SCFA (FPSE Local 10)

  
AWU, CUPE Local 2409 (FPSE Local 11)

  
CCFA (FPSE Local 12)

  
NICFA (FPSE Local 16)

## **SCHEDULE 1**

- Camosun College / CCFA (FPSE Local 12), Camosun College
- Coast Mountain College / AWU, CUPE Local 2409 (FPSE Local 11), Coast Mountain College
- College of New Caledonia / FACNC (FPSE Local 3), College of New Caledonia
- College of the Rockies / CORFA (FPSE Local 6), College of the Rockies
- North Island College / NICFA (FPSE Local 16), North Island College
- Okanagan College / OCFA (FPSE Local 9), Okanagan College
- Selkirk College / SCFA (FPSE Local 10), Selkirk College

## SCHEDULE 2

*The parties have tentatively agreed to the following amendments:*

“Coast Mountain College”

“Ministry of Advanced Education, Skills and Training”

Gender Neutral Pronouns

Article 2 – Harassment

Article 2.2.1

Article 2.3.4 Investigation

Article 7.1 Definitions

Article 7.8.1 Entitlement

Article 8 Parental Leave

Article 15 Health and Safety Equipment

Memorandum of Understanding – Re: Economic Stability Dividend

Letter of Understanding 2 – Harassment Investigators

Letter of Understanding 3 – Expedited Arbitration

Letter of Understanding 4 – Review of Collective Agreements

*Effective the date of ratification, the Employer and the Union agree to the following 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.

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

**Article 2 – Harassment**

Replace “alleged harasser” with “respondent” in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.



*Effective the date of ratification, the Employer and the Union agree to amend Article 2.2.1 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.**

*Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.4 Investigation as follows:*

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties. **The parties will consider, among other things, the ability of the selected investigator to begin their investigation in a timely manner.**

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

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser 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.

*Effective the date of ratification, the Employer and the Union agree to amend Article 7.1 Definitions as follows:*

All references to spouse within the leave provisions of this agreement include ~~heterosexual, common-law and same-sex partners~~ **married and common-law partners regardless of sexual orientation, gender identity, or gender expression**. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent on the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

*Effective the date of ratification, the Employer and the Union agree to amend Article 7.8 Compassionate Care Leave as follows:*

### **7.8.1 Entitlement**

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ **twenty-seven (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 I – 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)~~ **twenty-seven (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)~~ **twenty-seven (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)~~ **twenty-seven (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.

*Effective the date of ratification, the Employer and the Union agree to amend provisions of Article 8 Parental Leave as follows:*

## **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 **seventy-eight (78)** ~~fifty-two (52)~~ 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 **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the birth.
- 8.2.3** for an adopting parent, within **seventy-eight (78)** ~~fifty-two (52)~~ 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.

## **8.4 Return to Work**

- 8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- 8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.
- 8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

## 8.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave

**8.5.1** ~~Effective April 1, 2002, w~~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 ~~their her~~ salary calculated on ~~their her~~ 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 ~~their her~~ 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 the thirty-five (35) week EI benefit, spread out and paid over the 61 week period. The Employer will make this calculation.**
- (e) **Provided the employee received SEB as per Article 8.5.1(a), (b), (c), or (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 **(e)** ~~(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.

*Effective the date of ratification, the Employer and the Union agree to amend Article 15 Health and Safety Equipment as follows:*

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by **the BC Workers' Compensation Act and the Occupational Health and Safety Regulations.**

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

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

*Delete in its entirety.*



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

**Letter of Understanding 2 – Harassment Investigators**

*Delete in its entirety.*

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

**Letter of Understanding 3 – Expedited Arbitration**

**9. Issuance of Decision**

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

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

**Letter of Understanding 4 – Review of Collective Agreements**

*Delete in its entirety.*