

MEMORANDUM OF AGREEMENT

between

DOUGLAS COLLEGE
(hereinafter called "the College")

and the

DOUGLAS COLLEGE FACULTY ASSOCIATION
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE COLLEGE AGREE TO RECOMMEND TO DOUGLAS COLLEGE BOARD

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE ASSOCIATION AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the local portion of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. **Effective Dates**

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

3. **Appendix "A"**


The College and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

4. **Appendix "B"**

The College and the Association agree to the attached amendments to the new Collective Agreement, said attachments having been previously tentatively agreed to.

5. **Appendix "C"**

The College and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – "2012 FPSE Compensation Template Table" signed on February 2, 2013.



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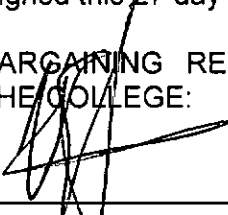
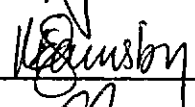


6. Ratification

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.

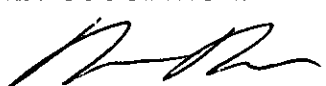

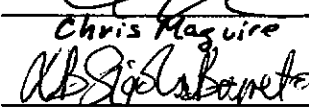

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 27 day of May 2013.

BARGAINING REPRESENTATIVES FOR
THE COLLEGE:

 Vicki Shullington
 Meg Stainsby
 BRIAN CHAPPELL
 ROBERT D'ANGELO

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

 Ron Brown
 Chris Maguire
 LYNETTE SIGOLA-BARRETO
 J. McKeil

APPENDIX "A"

1. **Article 1.03 Definitions – New**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Article 1.03 by adding a new f. as follows.

"f. DDP means Department/Discipline/Program."

Subsequent provisions will be re-lettered accordingly

2. **Article 4.07 New**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to add a new Article 4.07 to read as follows:

"Article 4.07 Troubleshooter"

(a) If a grievance is referred to arbitration under Article 4.02, the parties may agree, before selecting an Arbitrator, to refer the matter to a mutually acceptable Troubleshooter. Where this occurs, the Troubleshooter will, within thirty (30) days of his/her appointment or such longer period as the parties may agree,

(i) define the issue(s) in dispute between the parties;

(ii) investigate such issues, using a procedure determined by the Troubleshooter after consulting with the parties;

(iii) attempt to mediate a settlement of the dispute; and

(iv) if a settlement cannot be reached, make written, non-binding recommendations to resolve the dispute.

(b) Upon receipt of the Troubleshooter's recommendations, the parties shall meet to discuss the recommendations. At any time during such discussions, either party may notify the other that it wishes to resume the arbitration process described in Article 4.02.

(c) During the period between the Troubleshooter's appointment and the conclusion of the parties' discussions regarding the Troubleshooter's recommendations, time shall not run in respect of the grievance and arbitration procedure.

(d) The recommendations will not be introduced as evidence or have standing in any arbitration or other legal procedure.

(e) The Troubleshooter will not be compellable as a witness in any arbitration or other legal procedure that may result from the troubleshooting process.

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(f) Article 4.05 applies with respect to expenses and costs of the Troubleshooter."

3. **Article 5.08.b.ii Post-Probationary Faculty Member Developmental Evaluation**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Art. 5.08.b.ii to read as follows:

ii. ~~(1)~~ Post-probationary faculty member developmental evaluation will be conducted in accordance with the terms and conditions of Letter of Understanding #10 Post-Probationary Faculty Member Developmental Evaluation.

~~(2) The primary goals of developmental evaluation are to promote reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans.~~

4. **Article 9**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend the preamble to Article 9 to read as follows:

"For the purposes of Article 9, "Faculty" means Faculties in the College's Academic Division, as well as ~~departments~~ areas outside the Academic Division in which faculty members are employed.

The purpose of professional development is to encourage ongoing intellectual growth and scholarly activity, so that faculty members will maintain currency in subject matter, instructional processes, technological developments, learning materials, library holdings and professional skills and competencies relevant to their position with the College."

5. **Article 11.08 - Dean/Associate Dean Positions (Term Only)**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Article 11.08 and 11.08.e.iv as follows:

Add Associate Dean positions to the list of positions covered by this Article and amend Dean to Dean/Associate Dean throughout.

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"e.iv. A Dean/Associate Dean who is terminated, or resigns, as an administrator, except for reasons of professional misconduct, will return or transfer to a regular faculty teaching assignment subject to FTE service as per Article 11.06 and Qualified to Teach/Program provisions. A Dean/Associate Dean who is removed from his/her administrative position for Cause shall be dismissed from the College and shall have no right to return or transfer to the bargaining unit."

6. **Article 13.02**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Article 13.02 to read as follows:

"Retirement Policy

(a) Faculty members shall provide the College with a minimum of four (4) months' notice of their retirement. The notice shall be in writing and delivered to the appropriate Responsible Administrator, with a copy to Human Resources.

(b) A regular faculty member who retires loses all seniority as defined in this Agreement.~~as defined in Article 1.3~~

(c) A regular faculty member who retires and who wishes to instruct as a contract faculty member must advise the College in writing. If a retired regular faculty member obtains employment as a contract faculty member, Bbenefits will be made available to these that faculty members in accordance with Article 16.09 until age seventy (70)."



The proposal from the College regarding Article 13.02 was advanced on a without prejudice basis.

7. **Article 17.03**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Article 17.03 to read as follows:

~~"Note: An additional provision regarding Bereavement Leave is contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Bereavement Leave provision is contained in Article 7.6 of the Common Agreement.~~

Leave of absence with pay will be granted to all faculty members for the following reasons:

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- (a) Up to five (5) working days upon a death in the immediate family of the employee or spouse. "Immediate family" is defined as spouse, ~~spouse-equivalent~~, parent, child, brother, sister, grandparent, or grandchild. In the event of extenuating circumstances, the Responsible Vice President College President may grant additional leave with pay.

~~Spouse-equivalent, for the purpose of this clause, applies whether the person is legally married to or in a common law relationship with the faculty member. is defined as a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least two (2) years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.~~

- (b) One-half day to attend a funeral as a pallbearer."

8. **Article 17.06**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Article 17.06 (f) to read as follows:

- "(f) For leaves of longer than four (4) ~~two~~ months, the faculty member, no later than four (4) ~~two~~ months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return."

The proposal from the College regarding Article 17.06 was advanced on a without prejudice basis.

9. **Letter of Understanding #3**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Letter of Understanding #3 to read as follows:

**"FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT)
PROJECTS
(NOT IN EXCESS OF 6 MONTHS' DURATION)**

Note: This LOU supersedes Article 14 in the Common Agreement.

Purpose:



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The purpose of this Letter of Understanding is to establish a framework for determining terms and conditions of ~~Douglas College~~ faculty member participation in ~~future Joint International Douglas College Credit Programs~~ taught ~~overseas~~ internationally.

Scope:

This Letter of Understanding applies to ~~Douglas College~~ faculty members who are employed by the College in British Columbia, and who are scheduled to work internationally ~~residing overseas~~ to instruct in Joint International Douglas College credit programs for a duration not in excess of six (6) months. It is understood by the parties that this Letter of Understanding applies only to faculty members working in Joint International Credit Projects not in excess of six (6) months' duration. Nothing in this Letter of Understanding will be construed to apply in any other situation, locally or internationally.

The College shall offer available international work assignments to qualified existing faculty members before hiring a faculty member specifically to work internationally.

Preamble:

The following guidelines will be used as a basis for ongoing discussions between the College and the Association regarding international joint projects involving ~~Douglas College~~ faculty members teaching internationally in Joint International Douglas College credit programs.

1. All financial and other data related to international joint projects involving ~~Douglas College~~ faculty members will be openly shared and discussed with the Association and/or affected faculty members.
2. Faculty member work in relation to international joint projects will comply with the Agreement. For example, all work identified before July 1 in each year including international joint project work will be included in the Education Plan and selection of faculty members for international joint projects will be in accordance with the Agreement.
3. Where the need for a variance or flexibility in the interpretation of the Agreement is identified, the College will, wherever possible, negotiate with the Association in advance in order to achieve a mutually acceptable solution. Any agreement to vary terms of the Agreement will be recorded in writing.



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4. A standing sub-committee of Labour Management Relations Committee will be established, with membership from the Association and appropriate College representatives, for the purpose of monitoring current international joint projects involving faculty members and to discuss potential new international joint projects involving faculty members for the purpose of information sharing and problem solving. Meetings will be called in accordance with a schedule mutually agreed by the parties.
5. Upon completion of each year of international project activity involving faculty members, an open forum will be convened for all participants to share experiences, identify problems and solutions, etc.
6. It is understood that, where Douglas College credentials are being awarded, the Douglas College will retain responsibility for quality control of programs related to those credentials in accordance with the governance structure of the Douglas College.

Where ~~Douglas College~~ faculty members teach Douglas College credit curriculum, courses and programs offered internationally, such teaching will, wherever possible, be carried out in accordance with the terms and conditions of the Agreement.

COMPENSATION

1. Salary/Workload:

Where a faculty member is teaching in an international joint program ~~is doing so~~ during what would normally be considered teaching time, the work will be considered part of the regular teaching load and the faculty member will receive her/his regular salary. No additional salary remuneration will be payable.

Where a faculty member teaching in an international program ~~programme~~ is doing so on an overload basis, Article 15.08 applies. ~~during what would normally be her/his accountable, professional development or vacation time, the faculty member will receive overload teaching contracts in accordance with the Agreement, in remuneration for the international teaching. This will be carried out in accordance with Article 6.05 and Article 15.08 of the Agreement.~~

The College will, wherever possible, make every effort to ensure that international assignments are part of the regular workload of each DDP department and program.

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Compensation and ~~workload~~ ~~work load~~ will be negotiated between the College and the Association prior to the signing of any agreement involving Joint International Douglas College Credit Programs taught ~~overseas~~ internationally.

Nothing in this Letter of Understanding agreement shall detract from a faculty member's right contained in Article 8.06.a.

Where it can be shown that significant non-instructional responsibilities will occupy a faculty member's time, compensation for this work will be included in any compensation/~~workload~~ ~~work load~~ agreement negotiated between the College and the Association.

~~The College will comply with Canada Customs and Revenue Agency rules and regulations in relation to the federal Overseas Tax Credit.~~

The College will arrange the scheduling of international work in such a way that faculty members will be provided three (3) working days between the completion of their ~~overseas~~ international teaching assignment, inclusive of required travel time, before assuming regular duties at the College in British Columbia. This will not apply in situations where a faculty member elects to extend his/her ~~their~~ stay through the use of vacation time.

Regular faculty members scheduled to instruct internationally will do so for a maximum of three (3) consecutive years (including leaves and non-teaching semesters), based on educational needs as determined by the Responsible Administrator. Following the completion of the regular faculty member's international assignment, the faculty member will be assigned instructional work at the College in British Columbia, in accordance with Article 6 of the Agreement.

Any faculty member who does not accept instructional work at the College in British Columbia following the completion of the faculty member's international assignment will be deemed to have resigned and will lose all employment rights at the College.

2. Expenses

In every event, the College will ~~only~~ cover only those expenses incurred by College employees while conducting College business.

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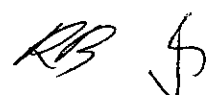
~~a. Under this provision, Faculty members may request a travel advance to cover the following receiptable expenses incurred for international teaching assignments under this provision. The College will provide financing for the following receipted expenses. The College will waive the right to demand receipts in situations where these are not obtainable, for example, for incidental ground transportation.~~

- ~~(a) (i) Passport renewal/issuance;~~
- ~~(b) (ii) Visa and inoculation costs;~~
- ~~(c) (iii) Incremental costs of medical insurance;~~
- ~~(d) (iv) One (1), economy class, return ticket on an airline selected by the College;~~
- ~~(e) (v) Expenses-Fees for overweight luggage;~~
- ~~(f) (vi) Reimbursement for receipted expenses for a Fees for any approved official function;~~
- ~~(g) (vii) Reimbursement for receipted expenses for Incidental ground transportation;~~
- ~~(h) (viii) Reimbursement for Reasonable College-related long distance telephone charges; and~~
- ~~(i) (ix) Reasonable expenses for unanticipated events/situations will be considered.~~

The College will waive the right to demand receipts in situations where these are not obtainable, for example, for incidental ground transportation.

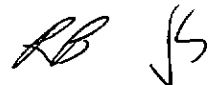
~~(j) (b) Accommodation will be provided for the duration of the activity. The College will ensure the accommodations provided are of a reasonable standard.~~

~~(k) (c) Where meals or cooking facilities are provided as part of the contract and where local costs for food are greater than in Canada, the College will provide an additional monthly allowance to supplement the cost of meals and to provide for local travel. The amount of such allowance will be based on local costs and conditions. Affected faculty members will be advised in advance of any such amounts.~~



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- (f) ~~(d)~~ The College will, wherever possible, assist in booking travel and accommodation arrangements for family members of ~~Douglas College~~ faculty members teaching ~~overseas internationally~~ under this provision, at ~~Douglas College~~ rates. ~~Costs~~ All costs incurred by family members of ~~Douglas College~~ faculty members who accompany the faculty member on international assignments will be borne by the faculty member.
- (m) ~~(e)~~ Internet Service ~~to~~ may be negotiated on a project by project basis.
- (3) ~~(g)~~ ~~In order to~~ To provide access to international teaching experiences on an equitable basis, for teaching assignments in credit courses or programs of a duration of seven (7) consecutive weeks or more, ~~the~~ The College will provide a supplementary expense allowance, not to exceed \$500.00, that may be used by ~~the~~ faculty members to cover extraordinary receipted expenses associated with family issues or international residency and to provide for reasonable personal long distance charges. Such expense amounts will be available upon application ~~of~~ by the faculty member, including acceptable receipts.
- (4) ~~(h)~~ In recognition of the increased costs of living and working ~~overseas internationally~~, under this Letter of Understanding, the College will provide an additional expense allowance as follows:
- | | |
|----------------|----------|
| First 30 days | \$500.00 |
| Second 30 days | \$500.00 |
| Third 30 days | \$400.00 |
| Fourth 30 days | \$300.00 |
- ~~(i)~~ Where a faculty member is working overseas internationally under this Letter of Understanding for a period of less than thirty (30) days and where meals are not provided for the faculty member by a partner institution, the College expense per diem will apply.
- (5) ~~(i)~~ Where a faculty member is scheduled to teach overseas internationally under this Letter of Understanding for one (1) semester (or more), whether in an accelerated or conventional mode, the College will provide an additional airfare for a spouse, partner or other companion. Such airfare must be booked



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sufficiently in advance to take advantage of the most reasonably-priced economy-class fare.

HEALTH AND WELFARE BENEFITS

~~Current~~ Health and Welfare Benefits coverage for faculty working, and residing, ~~overseas~~ internationally on joint international projects for a duration not in excess of six (6) months will continue with no change. Premiums will continue to be paid as ~~would be~~ if the faculty member continued to teach in B.C.

It is the responsibility of the faculty member who will be absent from British Columbia for six (6) months or more in a calendar year to contact Health Insurance BC to confirm continued eligibility and to discuss options for continued coverage that may be available during an absence.

Limitations:

1. Dental expenses incurred outside Canada will be reimbursed based on the B.C. fee schedule in effect under the group policy.
2. Benefit coverages will not extend beyond the date the policy or any benefits terminate with the applicable benefit carrier ~~Manulife.~~
3. The College will supply additional travel medical insurance for faculty members working outside the country on joint international projects.
4. When faculty members are working in countries where payment for medical services may require cash payment, the College will reimburse the faculty member for such expenses and make submission of the claim to the Carrier on the faculty member's behalf. Faculty members may request an ~~travel~~-advance to cover expenses incurred for international teaching assignments under this provision.

Faculty members ~~Individuals~~ planning to teach outside the country will be ~~referred to~~ responsible for contacting Human Resources ~~in order to~~ clarify benefits coverage and to discuss additional medical insurance.

EMERGENCY AND /OR EMERGENCY EVACUATION

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- (a) Emergency Contact (College): Faculty members will be provided with emergency contact numbers, fax numbers, e-mail addresses, etc. for appropriate ~~Douglas College personnel/employees~~ for use in case of emergency (i.e., the Responsible Administrator/Dean/Director and responsible Vice President).
- (b) The College will consult with the appropriate Canadian government departments and the embassy and/or consulate in each area where faculty members are working to determine the appropriate procedures should evacuation become necessary. The College will ensure that this information is made available to faculty members in advance of travel.

When deemed advisable, the College will contract with local specialists with respect to the safety of ~~Douglas College~~ faculty members.

- (c) In the event of an emergency requiring assistance on the part of the College, the faculty member will immediately contact the ~~appropriate Dean/Director/Responsible Administrator/Vice President~~ for assistance and direction.

ORIENTATION

Faculty members scheduled to teach outside the country will receive an orientation prior to departure which will include the following components:

1. orientation to the project;
2. orientation to the culture/country;
3. orientation to travel, safety, benefits issues, etc.; and
4. governance issues related to the project.

COLLEGE SUPPORT

The College will make every effort to identify and provide for logistical and administrative supports required for faculty members to perform their instructional duties within the International contract."

10. Letter of Understanding #4

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Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend Letter of Understanding #4 to read as follows:

"DISTRIBUTED LEARNING"

Note: This LOU supersedes Article 6.6 in the Common Agreement

Preamble

1. Decisions about Distributed Learning will be made through the established structures and processes of

- a. Senior Management Team (SMT), as advised by the ~~Educational Technology Forum (ETF)~~ and the ~~Learning Technology Steering Committee (LTSC)~~; and
- b. ~~The~~ educational policy governance process culminating in Education Council.

2. Definitions

A Distributed Learning course is defined as a course in which 51% or more of the instructional activities used to meet specific learning objectives are delivered by one or more of the following means: print-based distance education, electronic media, video-conferencing, teleconferencing, video and/or audio tapes.

3. Mode of Instruction

The mode of instruction for Curriculum Guidelines in Distributed Learning courses will be determined by the academic governance process and in accordance with the College Policy on Curriculum Development and Approval.

4. Copyright

The copyright provisions of Article 5 of the Common Agreement will apply. Faculty have the same determination and control of online course curriculum as they have with face-to-face instruction.

5. Compensation for Development/Redevelopment

Compensation for the development or redevelopment of a distributed learning course can take the form of pay or leave. Calculation will vary by the mode of instruction. If the College requires a distributed learning component which is less than 51% of a course, then pay or leave will be prorated.

A proposal to develop or redevelop an online course must be approved by the Responsible Administrator and through the governance process. Where such a proposal is approved, the Responsible Administrator will first consult with the applicable DDP. The Responsible Administrator will then allocate time assignment/compensation and/or time release based on consideration of the following factors:

- a. availability of existing learning resources;



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- b. scale, scope and complexity of the proposed model;
- c. level of experience of the faculty group;
- d. availability of financial resources; and
- e. time frame for implementation.

6. Use of Professional Development/Education Leave

Faculty members can use professional development monies, ~~professional development and/or~~ accountable time and/or Educational Leave for development, training and/or revision. Revision can include minor development for off the shelf courses and minor redevelopment of existing distributed learning courses.

Time assignment for training and revision is at the discretion of the Responsible Administrator except where alternative ~~e~~College professional development or ~~e~~Education ~~l~~Leave processes apply. Faculty members will use existing application and approval processes to access these opportunities.

7. Home Internet Compensation

Where a faculty member has been assigned a distributed learning course as defined in this Letter of Understanding, and is electing to teach it from home, he/she shall be reimbursed for the cost of an Internet Service Provider, whether by modem, DSL or cable, to a maximum of \$30.00 per month until such time as alternate services are provided by the College. In the event of a rate increase for the cost of an Internet Service Provider, the Association may refer the matter to LMRC for resolution.

Faculty Rights

- a.1. Teaching distributed learning courses is a matter of ~~instructor~~ faculty member choice. Faculty members may refuse a workload that includes online teaching recognizing that such refusal may result in a reduction in workload.
- b.2. When a faculty member is required to develop a course for online delivery, or is assigned to make major course revision for online delivery methods, the faculty member will be compensated through time release or pay.
- c. ~~3. Instructors~~ Faculty members may elect, but shall not be required to deliver distributed learning courses from their homes.
- d. ~~4. Instructors~~ Faculty members will not be required to provide technical support to students taking online courses.
- d.5. The College will offer annual training in the methodology and application of Distributed Learning. Faculty members may, if necessary,

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use Professional Development time for such training. Faculty members may also access Educational Leave and/or Faculty/DDP Professional Development Funds for technology training purposes.

- e. 6. Where online courses are developed exclusively by Douglas the College, such development opportunities will be offered to Association-faculty members. Where online courses are developed in partnerships by Douglas the College, those portions developed by the College will be offered to Association-faculty members.

11. **LOU #10 – Post-Probationary Faculty Developmental Evaluation**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to amend LOU #10 to read as follows:

"LOU #10 Post-Probationary Faculty Member Developmental Evaluation

Purpose

The primary goals of developmental evaluation are to promote and facilitate reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans.

This process and/or the results of this process will not be used for the purposes of denying requests for professional development or Education Leave.

Objectives

The objectives of post-probationary faculty member developmental evaluations are as follows:

1. To ensure the overall quality of teaching/professional practices and student learning;
2. To stimulate faculty members' ongoing individual professional growth and improvement in their professional performance;
3. To encourage faculty members to reflect, to develop continually their competencies and skills and, where appropriate, to identify and address areas requiring improvement;
4. To promote dialogue among peers about professional practice, scholarly activity and pedagogy, based on the College's and the DDP's objectives and plans;
5. To facilitate personal and professional recognition by peers for professional practice; and



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6. To provide information to assist faculty members with the creation of professional development plans.

Principles and Guidelines

The following principles and guidelines apply:

1. Each DDP will have an Evaluation Committee consisting of up to three (3) post-probationary faculty members, each of whom is elected for a one-year period, during the Winter semester, for the next Academic year.
2. Where a DDP has fewer than four (4) regular faculty members, Evaluation Committee members may be drawn from the closest related DDP.
3. The Responsible Administrator will provide written notice at least two (2) weeks prior to the meeting during which the DDP Evaluation Committee election will take place.
4. All post-probationary faculty members of the DDP or, where applicable, the closest related DDP shall be eligible to vote for or be elected to the DDP Evaluation Committee. No faculty member shall be eligible to serve on the Evaluation Committee in a year in which s/he is undertaking the evaluation process.
5. Every three (3) years, each post-probationary faculty member will complete the evaluation process.
6. With each evaluation, the faculty member will identify one or more area(s) of professional practice as her/his focus (e.g., curriculum or assignment design; pedagogical innovation; assessment strategies; content expertise; classroom teaching strategies; professional practices; use of educational technologies).
7. Evaluation criteria will include a written self-evaluation, student evaluations and a peer consultation, and may include additional evaluation tools or measures at the initiative of the faculty member being evaluated. For non- instructional faculty members, student evaluations may not apply.
8. At the end of the evaluation process, each faculty member will submit a signed, summary report to her/his DDP Evaluation Committee. The summary report will describe the methods/tools used and will include the faculty member's self-evaluation and a plan outlining the PD activities or anticipated changes to professional practice resulting from the process.
9. The summary report may be shared with the Responsible Administrator only with the permission of the faculty member.



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10. Where areas are identified for improvement, faculty members are responsible for undertaking appropriate follow-up activities prior to the next evaluation cycle.
11. Each September, the DDP Evaluation Committee will
 - a. Identify the faculty members who will have evaluations in the upcoming academic year;
 - b. Review the evaluation reports submitted in the previous academic year;
 - c. Provide the Responsible Administrator with the following:
 - i. A list of faculty members who will have evaluations in the upcoming academic year;
 - ii. A report of which faculty members have completed the evaluation process in the previous academic year;
 - iii. A summary list of professional successes (e.g., awards, publications, conference presentations, etc.) and pedagogy shared in the course of the evaluation processes; and
 - iv. Recommendations for DDP PD activities.
12. The Responsible Administrator will
 - a. Promote both the ongoing professional development of faculty members and the improvement of the quality of education and educational services at the College;
 - b. Ensure that faculty members are informed of the expectation of ongoing professional development and evaluation;
 - c. Notify faculty members who are to be evaluated in the upcoming academic year;
 - d. In consultation with DDP Evaluation Committees, consider the successes, challenges and recommendations for PD activities arising from the previous year's summary reports; and
 - e. Provide feedback on reports and faculty member PD or other needs identified, as appropriate.

Expiry of this Letter

This Letter of Understanding will be reviewed upon expiry of this Agreement and will only be renewed if mutually agreed to by the Parties."

The College and the Association agree to delete from the Agreement Appendix A for Letter of Understanding #10 and Appendix B for Letter of Understanding #10.

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11. **Letter of Understanding – Post-Probationary Faculty Member Developmental Evaluation Guidelines - New**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to a new Letter of Understanding to read as follows:

"Mandate

The College and the Association agree to form a joint subcommittee of LMRC, comprising two members appointed by each party, to make recommendations to LMRC no later than December 31, 2013 in regard to the following:

- Guidelines for the post-probationary faculty member developmental evaluation summary;
- Options for components of the post-probationary faculty member developmental evaluation process; and
- A list of resources for faculty member evaluation.

Any recommendations are subject to approval by the parties' principals.

Expiry of this Letter

This Letter of Understanding expires December 31, 2013."

12. **Letter of Understanding Harassment Advisors - New**

Effective the date of ratification of the Memorandum of Agreement, the College and the Association agree to a new Letter of Understanding to read as follows:

"Mandate

The College and the Association agree to form a joint subcommittee of LMRC, comprising two members appointed by each party, to make recommendations to LMRC no later than August 31, 2013 in regard to the following:

- The roles and responsibilities of Harassment Advisors
- A Process for selecting Harassment Advisors
- Training of Harassment Advisors



APPENDIX "A"

Expiry of this Letter

This Letter of Understanding expires August 31, 2013."

RB VS

Douglas College - and - DCFA Collective Bargaining

Tentatively Agreed

Amend 1.03(d) as follows:

In this Agreement, "Common Agreement" means the ~~2010-2012~~ 2012-2014 Faculty Common Agreement between the Employers' Bargaining Committee and the Joint Faculty Negotiating Committee on behalf of its local institutions ratifying that Common Agreement.



For the College



For the Association

Date: _____

Apr. 17, 2013

Douglas College and DCFA Collective Bargaining

TENTATIVELY AGREED

DATE: Apr. 11, 2013

TIME: _____

ARTICLE: 5.03 Amended March 13, 2003

SUBJECT: **Posting for New or Replacement Positions**

Amend Article 5.03 as follows:

Copies of advertisements for positions will be posted ~~on each campus, and on the College website,~~ for a minimum of two (2) weeks. The College will provide the Association with electronic copies of postings for faculty positions.



For the College



For the Association

Apr 11, 2013
Date



Tentatively Agreed

Amend Article 11.07(a)(iv)(1) as follows:

iv. Temporary Vacancies

- (1) Temporary vacancies that are expected to be ~~four (4)~~ six (6) months or less in duration will be filled by the College by appointment, with notification to the Association.


a. Amend Article 11.07(a)(vi)(5) as follows:

Additional tasks, such as reference checks, will be done by standard, professional practices. Reference checks will normally be done by the Responsible Administrator. A standard reference check report will be provided to the Committee. A professional recruitment agency and/or the College's Human Resources Department may be used for some of these tasks.

b. Amend Article 11.07(b)(iv) as follows: **[Housekeeping]**

Committee members must respect Human Rights Code standards in evaluating candidates. ~~An orientation from Human Resources will provide to the Committee an orientation on Human Rights Issues. to hiring is recommended.~~

related vs *gr*



For the College



For the Association

Date: April 11, 2013

Tentatively Agreed

Amend Article 14.04 as follows:

~~It is agreed that t~~ The College will arrange for the printing of the new Collective Agreement in house. ~~There will be a~~ A copy will be provided to each existing and new faculty member upon request, and the College will post the Agreement on-line.

~~A newly appointed faculty member shall receive a copy of the current Agreement when he/she is sent his/her initial contract or letter of appointment.~~

For the College

For the Association

Date:

April 11, 2013

Tentatively Agreed

Article 17.01 General Holidays

Add:

The following are designated as paid General Holidays:

Good Friday

Remembrance Day

Easter Monday

Christmas Eve Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

British Columbia Day

New Year's Eve Day


Labour Day

New Year's Day

Thanksgiving Day

Family Day

and any other day proclaimed as a holiday by Federal or Provincial Government legislation.




For the College



For the Association

Date: MAR 8/13



Tentatively Agreed


Benefits and FTE Service (Housekeeping)

Amend Article 17.04(c) as follows:

(c) The services of a faculty member who is absent from work in accordance with this Article ~~article~~ shall be considered continuous for the purposes of severance pay, vacation entitlement and pay, professional development and any pension, medical or other plan beneficial to the faculty member, and the ~~employer~~ College shall continue to make payment to the plan in the same manner as if the faculty member were not absent where

(i) the College ~~employer~~ pays the total cost of the plan; or

(ii) the faculty member elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the ~~employer~~ College and the faculty member.



For the College




For the Association

Date: _____

March 1, 2013

Tentatively Agreed

The College and the Association agree to renew Appendix A: the Stipend and the following Letters of Understanding: 1, 2, 5, 6, 7, 8, 11, 12, and 14.



For the College



For the Association

Date: March 13, 2013
 VS RB



Tentatively Agreed

Remove/Delete Letter of Understanding #15

Letter of Understanding #15

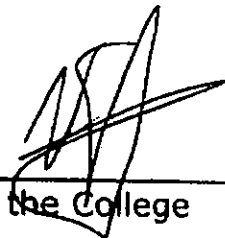
COLLECTIVE BARGAINING 2010 COMPENSATION RE-OPENER

The parties' 2010-2012 Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

The College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Collective Agreement arising from the current collective bargaining, the Association will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be based on and limited by the full value of the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

The Letter of Understanding expires at midnight on March 31, 2012.



For the College

For the Association


Date: March 6, 2013

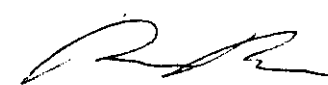


Tentatively Agreed

The College and the Association agree to renew the following Letters of Understanding:

- LOU #9 – List of Arbitrators
- LOU #13 – Chairs and Coordinators: Responsibilities Framework



For the College

For the Association

Date: June 3, 2013

APPENDIX "C"

February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the
2012 FPSE Compensation 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 2012
FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

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

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the renewal of the local parties' collective agreements that expired in 2012. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2012 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Article 2 – Harassment

- (a) Effective the date of ratification, the Employers and the Unions agree to amend Article 2.1 of their respective Common Agreement as follows:

"2.1 Statement of Commitment

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment

undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. **The Unions and Employers agree that attendance is required and will take place during compensated work time."**

(b) **New – Letter of Understanding – Harassment Investigators**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Harassment Investigators which is attached to this template as Schedule "2".

2. **BC Provincial PharmaCare Formulary**

While not to be included in the local parties' collective agreements, FPSE and PSEA agree to continue the discussions and investigation of the BC Provincial Fair PharmaCare Formulary.

3. **New – Letter of Understanding – Expedited Arbitration**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Expedited Arbitration which is attached to this template as Schedule "3".

4. **Article 13 – Effect of This Agreement**

Effective the date of ratification, the Employers and the Unions agree to add the following to Article 13.3 of their respective Common Agreement:

"Letter of Understanding – Expedited Arbitration"

5. **Article 16 – Common Faculty Professional Development Fund**

Effective the date of ratification, the Employers and the Unions agree to amend Article 16.3.2 of their respective Common Agreement as follows:

“16.3.2 Any monies in the Fund not spent at the end of ~~one~~ any fiscal year shall be retained by the employer. ~~carried forward to the following fiscal year~~”

6. **Article 17 - Term**

Effective the date of ratification, the Employers and the Unions agree to amend Article 17 of their respective Common Agreement as follows:

“This Agreement shall be in effect from April 1, ~~2010~~ 2012 to March 31, ~~2012-2014~~, and shall continue in force until the renewal of this Agreement.”

7. **Letter of Understanding 4 – Respectful Working Environment**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 4 – Respectful Working Environment of their respective Common Agreement as attached to this template as Schedule “4”:

8. **Nicola Valley Institute of Technology**

- a) Effective the date of ratification of the local parties' Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees' Association (FPSE Local 19) agree to the “2010 – Faculty Common Table” Settlement which is attached to this template as Schedule “6”.
- b) Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 5 – Variant Applications of Common Agreement Provisions to the NVIT Parties which is attached to this template as Schedule “5”.

9. **Article 12 – Salaries**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend Article 12 of their respective Common Agreement as follows:

(a) **“12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar."

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Appendix "A" of this template.

(b) "12.2 Secondary Scale Adjustment

12.2.1 Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.2 Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.4 Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.5 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1."

(c) "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:

- a) 12.6.1 Effective January 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b) 12.6.2 Effective April 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c) 12.6.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d) 12.6.4 Effective January 1, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable."

10. Sectoral Non-regular Research Project

While not to be included in the local parties' collective agreements, PSEA agrees to assist FPSE in the collection of data from the HRDB and PSEA member institutions regarding non-regular faculty. This data may also be used by FPSE to make recommendations to the HRDB Steering Committee regarding new data elements relating to non-regular faculty. This agreement will expire on March 31, 2014.

11. Northwest Community College

The Northwest Community College and the Academic Workers' Union (FPSE Local 11) agree that the tentative agreement which renews the 2007-2010 collective agreement will be submitted for ratification prior to submitting the memorandum of agreement which includes this template agreement for ratification.

12. Housekeeping

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the following housekeeping amendments to their respective Common Agreement:

- (a) the parties by mutual agreement, agree to delete old effective dates throughout their respective Common Agreement where they no longer carry any effect;
- (b) renew LOU 1: JADRC;
- (c) renew LOU 2: Employee Security and Regularization;
- (d) renew LOU 3: Partial Sick Leave and Partial Disability Benefits;
- (e) renew LOU 6: 2001 Local Negotiations;
- (f) renew LOU 7: Salary Stipend;

(g) any other housekeeping items mutually agreed to during the drafting of the agreement.

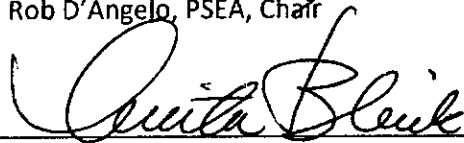
The date of ratification will be the date the parties to a local agreement conclude the ratification of their Memorandum of Agreement which includes the FPSE Compensation Template. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

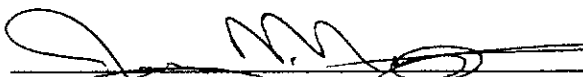
Signed by the parties at Vancouver, British Columbia, on the 2nd day of February, 2013.

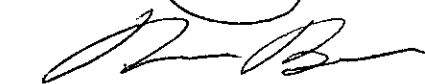
FOR THE PARTICIPATING EMPLOYERS:

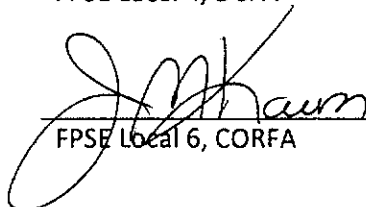

Rob D'Angelo, PSEA, Chair


Anita Bleick, PSEA, CEO

FOR THE PARTICIPATING UNIONS:



FPSE Local 3, FACNC


FPSE Local 4, DCFA


FPSE Local 6, CORFA

FPSE Local 9, OCFA


FPSE Local 10, SCFA


FPSE Local 11, AWU


FPSE Local 12, CCFA

Karen Shortt

FPSE Local 15, VCCFA

[Signature]

FPSE Local 16, NICFA

FPSE Local 19, NVITEA

AB *[Signature]*

SCHEDULE 1

Parties

- Camosun College / Camosun College Faculty Association (FPSE Local 12)
- College of New Caledonia / Faculty Association of the College of New Caledonia (FPSE Local 3)
- College of the Rockies/ College of the Rockies Faculty Association (FPSE Local 6)
- Douglas College / Douglas College Faculty Association (FPSE Local 4)
- Nicola Valley Institute of Technology / Nicola Valley Institute of Technology Employees' Association (FPSE Local 19)
- North Island College / North Island College Faculty Association (FPSE Local 16)
- Northwest Community College / Academic Workers' Union (FPSE Local 11)
- Okanagan College / Okanagan College Faculty Association (FPSE Local 9)
- Selkirk College / Selkirk College Faculty Association (FPSE Local 10)
- Vancouver Community College / Vancouver Community College Faculty Association (FPSE Local 15)

SCHEDULE 2

LETTER OF UNDERSTANDING

Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, 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 of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall begin meeting by May 1, 2013 and complete their duties by June 30, 2013.

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

SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

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 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.

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. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

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.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as inappropriate behaviour, interpersonal conflict and bullying in the workplace may be inappropriate create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

Further to Article 2 - Harassment, the parties agree that, in addition to the educational and training programs currently offered by the employer, they local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and will:

(a) jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) the identification and reduction of enhance understanding of inappropriate interpersonal conflict and bullying, and the effects thereof in the workplace;
the effects of mental health issues in the workplace, and
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.

(b) review local and common collective agreement language with the goal of standardizing the harassment language and harmonizing procedures across the post-secondary sector.

3. Committee Timelines

The Committee established under the Letter of Understanding re: Harassment Investigators will be used for this purpose. The dates for the Committee to begin meeting and to complete their duties under that Letter of Understanding will also apply, but may be extended by mutual agreement.

3. Local Joint Process

~~The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.~~

4. Expiry of this Letter

~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

RB

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.12 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.11 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. ~~The Parties agree that for the term of this agreement, Article 34 (Support Staff Salaries) of the NVIT local agreement remains in force, and that Appendix A (Provincial Salary Scale) of this Agreement does not apply to the NVIT support staff.~~ Support staff salary: The parties agree to the following:
 - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

RB \$

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")

participating (and whose employers are participating) in the Faculty Common Table,

and

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

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

(FPSE and BCGEU together referred to as "the Unions")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the Faculty Common Agreement. The parties listed in Appendix A agree to recommend this Memorandum of Agreement to their respective principals.

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

All of the terms of the 2007-2010 Faculty Common Agreement continue except as specifically varied below.

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions 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."

2. **Mediation**

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.3 as follows:

"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."

3. **Terms of Reference for Investigators**

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

"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 initials-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. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by **code initials** 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."

4. **Labour Adjustment Strategies: Workplace Organization**

Effective the date of ratification, the Employers and the Unions agree to amend Article 6.4.2.1 by deleting ***"(h) Trial retirement"*** from the list of labour adjustment strategies offered by institutions:

5. Donor Leave

Effective the date of ratification, the Employers and the Unions agree to add a new Article 7.9 to read as follows:

“An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.”

The current Article 7.9 (Jury Duty and Court Appearances), 7.10 (Public Duties), 7.11 (Exchange Leave), and 7.12 (Deferred Salary Leave) will be re-numbered to follow the new Article 7.9 Donor Leave.

6. Joint Committee on Benefits Administration

Effective the date of ratification, the Employers and the Unions agree to amend Article 9.1.2 by adding a new Article 9.1.2 (e) to read as follows:

“Training for local Joint Rehabilitation Committees.”

7. Joint Rehabilitation Committee (JRC)

Effective the date of ratification, the Employers and the Unions agree to add a new Article 9.3.6 to read as follows:

“Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.”

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.”

The current Article 9.3.6 will be re-numbered to 9.3.7.

8. Common Faculty Professional Development Fund

Effective the date of ratification, the Employers and the Unions agree to move the content of Letter of Understanding 6: Common Faculty Professional Development Fund into the body of the Faculty Common Agreement as Article 16 to read as follows:

“1. Purpose

- 1.1.1** The Common Faculty Professional Development Fund (“the Fund”) is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional

competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

2. Process

- 2.1.1** The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

- 3.1** The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.
- 3.2** Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

Note: The effective date of this provision for Okanagan College/Okanagan College Faculty Association will be April 1, 2012.

9. Term

Effective the date of ratification, the Employers and the Unions agree to amend Article 16: Term as follows:

"This Agreement shall be in effect from April 1, 2007 **2010** to March 31, 2010 **2012**, and shall continue in force until the renewal of this Agreement."

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.

11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- Benefits trust
- Tendering of the carrier contract

The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "*Article 3.4 Contract Training and Marketing Society*";
- (c) amend Article 13.3 by renumbering "*Article 6.7 – Educational Technology / Distributed Learning*" to read "*Article 6.6 – Educational Technology / Distributed Learning*";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;

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- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read "'Institution" means a ***post-secondary institution*** that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.

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The date of ratification will be the date the parties to a local agreement conclude the ratification of the local portion and the Common Agreement portion of their 2010-2012 collective agreement. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the December 15, 2011.

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712

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Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

APPENDIX A

- Camosun College / Camosun College Faculty Association FPSE Local 12/ BCGEU Local 701
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- North Island College / North Island College Faculty Association FPSE Local 16
- Northern Lights College / BCGEU Local 710
- Nicola Valley Institute of Technology / NVIT Employees' Association FPSE Local 19
- Northwest Community College / Academic Workers' Union FPSE Local 11/ BCGEU Local 712
- Okanagan College / Okanagan College Faculty Association FPSE Local 9/ BCGEU Local 707
- Selkirk College / Selkirk College Faculty Association FPSE Local 10/ BCGEU Local 709

Appendix "A"

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	1-Jan-13 to 31-Mar-13	01-Apr-13 to 31-Aug-13	01-Sep-13* to 31-Dec-13	01-Jan-14 to 31-Mar-14
1	\$ 84,063	\$ 84,904	\$ 85,753	\$ 86,611
2	\$ 78,750	\$ 79,538	\$ 80,333	\$ 81,136
3	\$ 73,354	\$ 74,088	\$ 74,829	\$ 75,577
4	\$ 70,352	\$ 71,056	\$ 71,767	\$ 72,485
5	\$ 67,775	\$ 68,453	\$ 69,138	\$ 69,829
6	\$ 65,199	\$ 65,851	\$ 66,510	\$ 67,175
7	\$ 62,622	\$ 63,248	\$ 63,880	\$ 64,519
8	\$ 60,045	\$ 60,645	\$ 61,251	\$ 61,864
9	\$ 57,468	\$ 58,043	\$ 58,623	\$ 59,209
10	\$ 54,891	\$ 55,440	\$ 55,994	\$ 56,554
11	\$ 52,315	\$ 52,838	\$ 53,366	\$ 53,900

* or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later).