

MEMORANDUM OF AGREEMENT

between

OKANAGAN COLLEGE
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (SUPPORT STAFF)
(hereinafter called "the BCGEU SUPPORT STAFF")

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

AND

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

THAT THEIR RENEWAL COLLECTIVE AGREEMENT COMMENCING JULY 01 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010 – 2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6, both inclusive.

2. **Term of Agreement**

As determined by the Multi-Employer Table ("MET").

3. **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.

4. **Appendix "A", "B" and "C"**

The Employer and the BCGEU Support Staff agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" (Template "MET" Settlement) and "B" ("Green Sheets").

5. **Amend 47.4 (c): Optical Coverage**

\$250 maximum coverage for each insured individual during a 24-month period, and every 12 months for each individual under the age of 18 years.

Initial: OC  BCGEU 

Effective January 1, 2019, \$400 maximum coverage for each insured individual during a 24-month period, and every 12 months for each individual under the age of 18 years.

6. While not to be included in the Collective Agreement:
- (a) Effective January 1, 2018, the deductible for Extended Health Care benefit shall increase to \$50 per calendar year.
 - (b) Effective January 1, 2018, the Extended Health Care benefit shall be amended to allow \$10/visit maximum reimbursement for listed paramedical professionals for the first 5 visits.
 - a. Decrease annual maximum for physiotherapy to \$600
 - b. Increase annual maximum for massage therapy to \$400
 - c. Increase annual maximum for chiropractor to \$400
 - (c) A one-time allotment to the Staff Development Fund in the 2018/19 fiscal year of \$7,900.

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 not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.


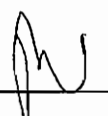
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

8. **Language Amendments**

ARTICLE 68 – PRIVATE VEHICLE INSURANCE (Housekeeping)

68.1

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

Initial: OC  BCGEU 

ARTICLE 22 – SELECTION OF EMPLOYEES

22.1 ~~Union Representation~~ Observer on Selection Committees

A union representative shall sit as an observer during interviews and final selection of candidates for positions under the Union's jurisdiction in all instances where an internal applicant has applied **and requested a Union Observer**. Whenever possible, OC will provide the Union with three working days' notice of such interview dates. **All job postings shall contain the following statement: "Shortlisted internal candidates must notify the current Support Staff Bargaining Chairperson and Human Resources if they want a Union Observer during interviews and final selection of candidates."**

ARTICLE 26 – SENIORITY

26.2 Seniority for Non-Regular Appointments (BCGEU)

- (a) *Extant*
- (b) Employees on non-regular appointments shall be eligible to accumulate seniority upon the completion of ~~30 working days~~ **455 hours** with OC. Upon the completion of ~~the 30 working days,~~ **455 hours** the seniority for such employees shall be backdated to cover the ~~30 working days~~ **455 hours**.
- (c) Seniority for employees on non-regular appointments shall be used for calculating receipt of increments based upon accumulated service, subject to Clause 26.2(e) of this ~~A~~article. In addition, seniority earned on non-regular appointments will be recognized should employees be successful in obtaining a regular appointment.
- (d) *Extant*
- (e) Non-regular employees lose their seniority in the event that:
 - (1) they are discharged for just cause,
 - (2) they voluntarily terminate or abandon employment with OC,
 - (3) there is a break of more than ~~six~~ **eight** consecutive months between appointments,
 - (4) **they have received an unsatisfactory appraisal on two occasions within a 24-month period.** ~~they refuse three separate offers of employment for which they are qualified within a six-month period provided 23 hours notice of each offer is given and where the work offered is reasonably similar in content to that performed during previous non-regular appointments. Exceptions may be made for valid reasons, i.e., medical, family emergency, etc. In the case of refusals, employees shall be provided with written notification of the refusal.~~

ARTICLE 35 – SUBSTITUTION PAY AND TEMPORARY PROMOTION

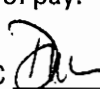
35.1

When an OC Dean or Director assigns an employee to replace another employee in a higher classification, the replacement employee shall receive a higher rate of pay for the full period served in the replacement position. The rate of pay shall be the rate of the higher classification which is closest to the previous salary or the minimum of the new salary band, whichever is greater.

35.2

An employee on regular appointment who is temporarily assigned by OC to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

Initial: OC



BCGEU



35.3 (NEW) Temporary Promotion

- (a) When an employee is appointed in writing to perform the core duties of a higher paying position for a temporary period greater than 35 consecutive hours, the employee will receive the rate in the new scale which is the next closest step that is higher than the employee's current salary. Employees benefiting from this clause will receive retroactive pay from the first day of the assignment.
- (b) During a period of temporary promotion, payment for approved leaves will be made at an employee's basic pay for his/her regular position, except if an employee has been working in the higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the 30 days preceding his/her leave, in which case he/she shall receive the higher rate.

ARTICLE 53 – PARENTAL LEAVE

53.4 Benefit Continuation

OC shall pay Health and Welfare Benefits as defined in Article 47 ~~for the first six 12 months of any leave granted under this article for a period consistent with the provisions of the Employment Standards Act. Employees shall reimburse OC for Health and Welfare Benefits paid on their behalf during the remainder of the leave.~~ If employees fail to return to work on the pre-arranged date, monies paid by OC under this clause shall be recovered.

53.9 (OC)

~~If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.~~

ARTICLE 58 – STAFF DEVELOPMENT

58.6 Staff Development Fund



There shall be a staff development fund established to fund staff development activities. The fund shall be drawn from the following sources each fiscal year:

- (a) \$45,000 each fiscal year from OC. **Commencing fiscal 2018/19, the fund shall be increased by the value of any general wage increase negotiated for the bargaining unit.**
- (b) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.

LOU #4 – Human Resources Database

Amend as follows:

The following provisions are subject to the related provincial initiative being in effect ~~and including the same provisions.~~

Initial: OC  BCGEU 

1. Human Resources Database

1.1 The parties agree to provide and support **the current sectoral initiative requiring the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization.** The parties may undertake joint projects for the comparative analysis of such data.

1.2 The parties recommend **that the ministry responsible Ministry of Advanced Education, Training and Technology provide the funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.**

1.3 The parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.

Relevant Matters Include:

- Health and Welfare
- Types of coverage
- Participation rates
- Premiums
- Cost sharing
- Commission costs
- Available studies commissioned by Government agencies (e.g., comparative benefit analysis)
- Carrier contracts

Collective Bargaining

- Wage information and any other bargaining unit compensation information requested
- Demographics: age, sex, salary, placement, status
- Analysis of local Collective Agreements within the system
- Pension Plan participation rates

Contract Administration

- Arbitration, Labour Relations Board and other decisions and costs thereof for the system
- Local Letters of Understanding

LOU #5 – Transfers/Mergers of Programs/Services Between Institutions

Renew

LOU (new) – Apprenticeships

The parties recognize the advantages in assisting students in obtaining practical work experience as a necessary and component part of their apprenticeship training. This Letter of Understanding will establish the guidelines under which Apprentices may be hired, and will establish the salary rate and working conditions for these students.

- 1. This Letter of Understanding applies to students in Apprenticeship programs at a participating post-secondary institution with preference given to Okanagan College students.**

Initial: OC  BCGEU 

2. Apprentices shall be paid the following proportion of the regular rate of pay of a TQ/Journeyman:

Hiring rate: 50% of TQ/Journeyman

6 months +: 55%

12 months +: 60%

18 months +: 65%

24 months +: 70%

30 months +: 75%

36 months +: 80%

42 months + 90% of TQ/Journeyman

3. The parties agree that Apprentices employed and paid in accordance with this Letter of Understanding will be considered non-regular employees and receive the appropriate benefits in accordance with the collective agreement, but will not be subject to or affected by lay-off and recall provisions in the collective agreement. Apprentices, as non-regular employees, shall be considered terminated upon completion of the term of employment and shall not retain seniority.
4. Apprentices will not be hired when regular employees are on lay-off provided the employees on lay-off have the necessary qualifications, abilities and experience, as determined by the Joint Layoff Committee, to perform the work. Non-regular employees will not be displaced by OC from a current or ongoing non-regular position as a result of the employment of Apprentices.
5. The standard hours of work for Apprentices will be seven hours per day and 35 hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Apprentices does not work more than 70 hours in a biweekly period.
6. This Letter of Understanding shall form a part of the collective agreement between the BCGEU and Okanagan College.

Initial: OC



BCGEU




Signed this 22 day of June, 2015.

BARGAINING REPRESENTATIVES FOR OKANAGAN COLLEGE:



Deb Peterson, Chairperson



Denise Fallis, Spokesperson



Laura Eagen, Committee Member



Jane Lister, Committee Member

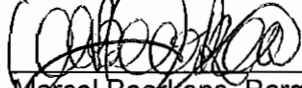


Jane Muskens, Committee Member




Vanessa Morash, Committee Member

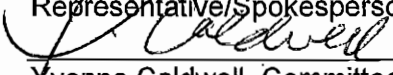
BARGAINING REPRESENTATIVES FOR THE BCGEU SUPPORT STAFF:



Marcel Beekens, Bargaining Unit Chairperson



Rob Wotherspoon, Staff Representative/Spokesperson



Yvonne Caldwell, Committee Member



Gord Stefansson, Committee Member



Valerie Tuhkala, Committee Member

Initial: OC  BCGEU 

Okanagan College and BCGEU Support Staff Negotiations
Agreed Language

LETTER OF UNDERSTANDING #1 – STUDENT EMPLOYEES

Renew

LETTER OF UNDERSTANDING #2 – CO-OPERATIVE EDUCATION STUDENTS

Renew with amendment as follows:

4. The parties agree that Co-operative Education students employed and paid in accordance with this Letter of Understanding will be considered ~~auxiliary~~ **non-regular** employees and receive the appropriate benefits in accordance with the collective agreement, but will not be subject to or affected by lay-off and recall provisions in the collective agreement. Co-operative Education students, as ~~auxiliary~~ **non-regular** employees, shall be considered terminated upon completion of the term of employment and shall not retain seniority.

LETTER OF UNDERSTANDING #3 – RESEARCH PROJECTS

Renew

LETTER OF UNDERSTANDING #6 – VISUAL LANGUAGE INTERPRETER

Renew

LETTER OF UNDERSTANDING #7 – TEACHING ASSISTANTS AND
LABORATORY DEMONSTRATORS

Renew

LETTER OF UNDERSTANDING #8 – LABOUR MARKET ADJUSTMENT

Renew

LETTER OF UNDERSTANDING #9 – AWARD FOR LONG SERVICE

Delete

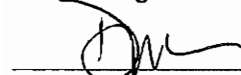
LETTER OF UNDERSTANDING #10 – ON-CALL POWER ENGINEERS

Renew

LETTER OF UNDERSTANDING #11 – EMPLOYEES WORKING IN POSITIONS
FUNDED THROUGH SERVICE CANADA AND PROVINCE OF BRITISH
COLUMBIA EMPLOYMENT AND TRAINING PROGRAMS

Renew

For Okanagan College

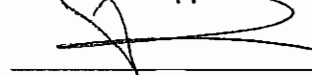


Denise Fallis, Spokesperson
Okanagan College Negotiating Committee



Deb Peterson, Chairperson
Okanagan College Negotiating Committee

For BCGEU Support Staff



Rob Wotherspoon, Spokesperson
BCGEU Support Staff Negotiating Committee



Marcel Beerkens, Chairperson
BCGEU Support Staff Negotiating Committee

Date: 02 February 2015

Date: February 2, 2015

ARTICLE 5 – CERTIFICATE OF BARGAINING AUTHORITY

5.1

Add: "Executive Assistant, Financial Services"

ARTICLE 43 – STATUTORY HOLIDAYS

43.2

All employees on non-regular appointments who have worked or earned income on 15 of the 30 calendar days prior to a statutory holiday, and are still employed by OC, or are re-employed by OC within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have worked in the ~~four-week period~~ immediately preceding the week in which the statutory holiday occurs **preceding 28 day calculation period.**

ARTICLE 52 – SICK LEAVE PROVISIONS

52.12 (new) Joint Early Intervention Program (JEIP)

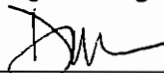
The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- a. Jointly Managed – The program will be jointly managed by the Employer and the Union.
- b. Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.
- c. Rehabilitative – The JEIP is rehabilitative in nature.
- d. Confidential – The parties involved in the program will maintain confidentiality of all information.


APPENDIX D – SEVERANCE GRANDFATHERING

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For Okanagan College

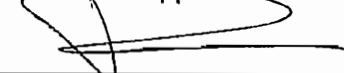


Denise Fallis, Spokesperson
Okanagan College Negotiating Committee




Deb Peterson, Chairperson
Okanagan College Negotiating Committee

For BCGEU Support Staff



Rob Wotherspoon, Spokesperson
BCGEU Support Staff Negotiating Committee



Marcel Beerkens, Chairperson
BCGEU Support Staff Negotiating Committee

Date: 02 February 2015

Date: February 2, 2015

ARTICLE 43 – STATUTORY HOLIDAYS

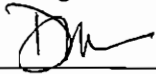
43.1

(a) All employees on regular appointments shall receive a day off with pay on the following holidays:

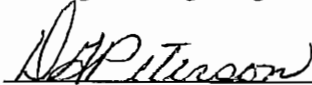
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family Day

and any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday. When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay. Employees required to work on ~~Christmas Day and/or New Year's Day~~ a **statutory holiday** shall receive a regular day's pay at one and one-half plus another day's pay or day off. ~~Employees required to work on any other statutory or proclaimed holiday shall receive the regular day's pay plus another day's pay at time and one-half.~~

For Okanagan College

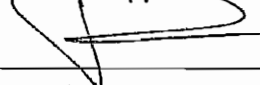


Denise Fallis, Spokesperson
Okanagan College Negotiating Committee

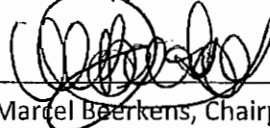


Deb Peterson, Chairperson
Okanagan College Negotiating Committee

For BCGEU Support Staff



Rob Wotherspoon, Spokesperson
BCGEU Support Staff Negotiating Committee



Marcel Beerkens, Chairperson
BCGEU Support Staff Negotiating Committee

Date: 02 February 2015

Date: February 2, 2015

2014 – SUPPORT STAFF MULTI-EMPLOYER TABLE ("MET")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

The parties have agreed that the following items will form part of the Memorandum of Agreement ("MOA") between them for the renewal of the local parties' collective agreements that expired in 2014. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2014 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

While not to be included in the Collective Agreement:

- (a) Effective the date of ratification, a joint committee called the "BC Provincial Pharmacare Formulary Process Improvement Committee" ("FPIC") will be formed. The FPIC will:
- i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees, two (2) of the members will be appointed by the British Columbia Government and Service Employees' Union, and four (4) of the members will be appointed by the Post-Secondary Employers' Association ("PSEA");
 - ii. the FPIC will complete their work by December 31, 2015 (the "Completion Date") and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date.; and
 - iii. Each appointing party will be responsible for all costs related to their members' involvement in the FPIC.

The purpose of the FPIC will be to:

Handwritten initials: RB, AB, AB

- a. Identify process problems that have been experienced since the transition to the BC Provincial Pharmacare Formulary ("*Pharmacare Formulary*") including issues related to customer service by the Insurance carrier;
 - b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
 - c. investigate the feasibility of implementing electronic filing of Special Authority claims; and
 - d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.
- (b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the "*Formulary Drug*") and that drug was recently delisted from the Formulary (the "*Delisted Drug*") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
- (c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:
- i. prescribed a drug that is not part of the Pharmacare Formulary ("*Non-Pharmacare Formulary Drug*"); or
 - ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" ("*Special Authority Drug*") and the individual either:
 1. does not want to go through the approval process to obtain the Special Authority Drug; or
 2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

2. Administrative Service Delivery Transformation Project (ASDTP):

The Employer and the Union agree to authorize the PSEA and the CISSBA to write a joint letter to the Ministry of Advanced Education seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertaking.

3. Provincial Job Evaluation / Classification Plan:

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal

(a) Effective the date of ratification, the Employers and the Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, to add the following provision under the sick leave provisions for each of the Parties' applicable local agreements, and existing provisions renumbered accordingly. It is agreed that this housekeeping proposal does not change the intent of the JEIP Letter of Understanding as negotiated at the 2010-14 Support Staff Compensation Template Table.

"Joint Early Intervention Program

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- a. **Jointly Managed – The program will be jointly managed by the Employer and the Union.**
- b. **Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.**
- c. **Rehabilitative – The JEIP is rehabilitative in nature.**
- d. **Confidential - The parties involved in the program will maintain confidentiality of all information."**

(b) Effective the date of ratification, the Employers and Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, that the following Letter of Understanding on the Post-Secondary Joint Early Intervention Program that was negotiated at the 2010-14 Support Staff Compensation Template Table, will be deleted from each of the Parties' applicable local agreements.

"Letter of Understanding

Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee's prognosis for early managed return to work;
- The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013."

5. Term of Agreement

The term of the new collective agreements shall be for sixty (60) months, effective from July 01, 2014 to June 30, 2019.

The continuation language of each local collective agreement's Term of Agreement provision, if any, shall remain as it is in the agreement currently in force.

6. Wage Increase

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Handwritten signatures and initials in black ink, including a large signature on the left and initials 'JB' and 'AB' on the right.

(g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

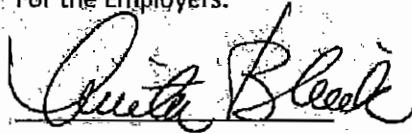
(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

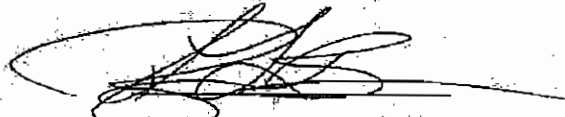
* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Signed by the Parties at Burnaby, British Columbia on November 21, 2014.

For the Employers:

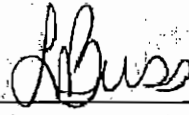


Anita Bleick, PSEA CEO

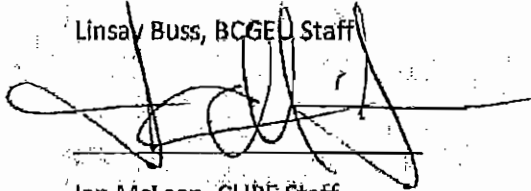


Rhonda Bender, PSEA

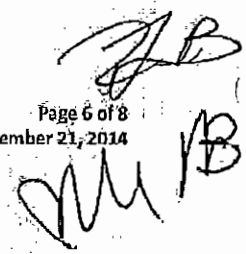
For the Unions:



Lindsay Buss, BCGEU Staff



Ian McLean, CUPE Staff



Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

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

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

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

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

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

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

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

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

The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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