

## **MEMORANDUM OF AGREEMENT**

between

**OKANAGAN COLLEGE**  
(hereinafter called "the Employer")

and the

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (VOCATIONAL INSTRUCTORS)**  
(hereinafter called "the BCGEU VOCATIONAL INSTRUCTORS")

---

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 (VOCATIONAL INSTRUCTORS) (hereinafter called "the BCGEU Vocational Instructors"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR RENEWAL COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

Subject to resolution at the Common Table.

3. **Effective Dates**

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

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

The Employer and the BCGEU Vocational Instructors agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" and "B".

5. **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 the Memorandum of Agreement is signed.

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

Signed this 10<sup>th</sup> day of June, 2011.

**BARGAINING REPRESENTATIVES FOR  
OKANAGAN COLLEGE:**

**BARGAINING REPRESENTATIVES FOR  
THE BCGEU VOCATIONAL  
INSTRUCTORS:**

Signed by employer and union representatives.

**ARTICLE 1 – PREAMBLE**

**1.1 Purpose of the Agreement**

The purpose of this Agreement is to set forth and establish the terms and conditions of employment.

**1.2 Conflict with Regulations**

In the event that there is a conflict between the contents of this Agreement and any regulations made by OC, this Agreement shall take precedence over the said regulations.

**1.3 Use Singular Terms**

Wherever the singular is used, the same shall be construed as meaning the plural unless otherwise specifically stated.

**1.4 Human Rights Act Code**

The parties hereto subscribe to the principles of the applicable Human Rights legislation of British Columbia.

**1.5 Reduction in Salary or Benefits**

No employee shall suffer reduction in salary or any benefit as a result of this Agreement.

**1.6 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

For Okanagan College

For BCGEU Vocational Instructors

Date:

January 27, 2011

Date:

January 27, 2011

**ARTICLE 6 – OC AND UNION TO AQUAINT NEW EMPLOYEES**

- (a) OC agrees to provide new employees with a ~~copy of~~ access to this collective agreement and to acquaint them with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall also be advised of the name and location of their steward.
- (b) OC shall provide the Bargaining Unit Chairperson with a list of new employees by July 1 of each year.
- (c)
- (1) OC agrees that a steward or designate shall be given an opportunity to meet with an individual or group of new employees (on regular and non-regular appointments) within regular working hours without loss of pay, for up to 60 minutes for the purpose of acquainting the new employees with the benefits and duties of union membership and the employees' responsibilities and obligations to the Employer and the Union.
  - (2) Such meetings shall be as required and arranged by the Human Resources Division, but not more frequently than once every two months.

For Okanagan College

For BCGEU Vocational Instructors

Date: Feb 15, 2011

Date: Feb 15 / 2011

## ARTICLE 7 – OC-UNION RELATIONS

### 7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with OC without the proper authorization of the Union. To implement this, the Union shall supply OC with the names of its officers; and similarly OC shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.2 Union Negotiating Committee

A Negotiating Committee shall be appointed by the Union and shall consist of up to three people representing the Union. The Union reserves the right to use up to three additional persons at any one time for technical information or advice. The Union shall advise OC of its appointees to this Committee.

### 7.3 Union Access to OC Premises

OC agrees that access to its premises shall be granted to members of the union staff when negotiating with OC, as well as for the purpose of investigating and assisting in the settlement of a grievance. For these purposes, OC shall make available to union representatives or stewards temporary use of an office or similar facility. Members of union staff shall notify the designated supervisor in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

### 7.4 Joint Committee

- (a) A Joint Committee ~~comprised of~~ **comprising** representatives of OC and representatives of the Vocational Instructors Negotiating Committee (see Clause 7.2) shall constitute the Joint Committee referred to throughout this collective agreement, unless otherwise specified.
- (b) The Union and OC recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services and labour management relations. To this end, the Vocational Instructors Negotiating Committee and OC representatives agree that, in the event either party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than 10 working days after the request has been submitted. Employees shall not suffer any loss of salary for time spent on the Committee.

### 7.5 Union Meetings

Subject to operational requirements, the Union may hold meetings on employer premises up to two hours per day to a maximum of three times per year.

For Okanagan College

For BCGEU Vocational Instructors

Date: Feb 27, 2011

Date: Feb 7, 2011



## ARTICLE 8 - APPOINTMENT CATEGORIES

### 8.1 Appointment Categories

Employees shall be appointed to one of the following three appointment categories:

- (a) Regular full-time;
- (b) Regular part-time;
- (c) Non-regular.

### 8.2 Regular Appointment

(a) A regular full-time appointment is an appointment to a full-time position consisting of 10 months of instruction in an annual workload assignment per College year (defined as July 1<sup>st</sup> to June 30<sup>th</sup>). See Clause 8.3(a).

(b) A regular part-time appointment is an appointment to a part-time position consisting of a minimum of 651 instructional hours in an annual workload assignment per College year.

### 8.3 Non-Regular Appointment – Full-Time Workload

(a) A non-regular appointment with a full-time workload is an appointment to a full-time position consisting of less than 10 consecutive months of instruction in an annual workload assignment per College year. The length of appointment may be extended if mutually agreed by the Joint Committee.

(b) A non-regular appointment with a full-time workload is also an appointment to a full-time position made vacant as a result of an employee being on leave and, in this case, shall not exceed the term of the leave of the employee being replaced.

(c) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than 36 consecutive weeks between successive non-regular appointments.

### 8.4 Non-Regular Appointment – Part-Time Workload

(a) A non-regular appointment with a part-time workload is an appointment to a position with weekly assignable hours of less ~~that~~ than 30 hours per week.

(b) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than 36 consecutive weeks between successive non-regular appointments.

### 8.5 Conversion to a Regular Appointment

(a) A non-regular employee shall be reviewed for conversion to a regular appointment when:

(1) an employee has worked at least two consecutive College years **(52 consecutive pay periods)** at a workload of 50% or greater (651 hours per year) for each of the two consecutive College years, or

(2) an employee has performed a workload of at least 120% (1562 hours) over at least two consecutive College years **(52 consecutive pay periods)**.

(b) The report of non-regular employees who have met the criteria in Clause 8.5(a) shall be reviewed every two months, and employees shall be converted to a regular appointment provided that:

(1) the designated supervisor, in consultation with the ~~program~~ **Department Chair**, determines that a minimum ongoing regular part-time workload is available in accordance with the educational and/or budget plan,

(2) the employee's evaluations during the two consecutive College years **(52 consecutive pay periods)** immediately preceding conversion have all been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken, and

(3) a duly constituted review committee deems the employee qualified for the work available and makes a recommendation to the designated supervisor as to whether the employee is or is not qualified. The Review Committee shall be selected by the employees on regular full-time appointments in the appropriate program, or related programs where necessary, in collaboration with the designated supervisor, and shall consist of three employees on regular full-time appointment from the program, including the Department Chair, if appropriate. In a program with fewer than three employees on regular full-time appointment, a review committee shall include members from related programs to constitute a representation of three.

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

(c) Non-regular employees who are eligible for conversion to a regular appointment in accordance with Clauses 8.5(a) and (b) above shall have the right to accrue any and all ongoing available work for which they are qualified on a seniority basis within their assigned program and centre up to a full-time workload. This right of accrual for ongoing work shall be the basis for determining the actual minimum percentage for the regular appointment. Such right of accrual shall take precedence over any other employee's rights of first refusal. The exercise of this right to accrue any and all ongoing available work for which they are qualified may result in a minimum regular part-time workload being unavailable for a non-regular employee with less seniority who would otherwise qualify for conversion.

(d) The employee's conversion to a regular appointment will become effective on the first of the month following the date upon which the employee meets the conversion criteria. Salary will begin on the date on which the available ongoing workload begins.

#### **8.6 Parameters of a Regular Part-time Appointment**

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

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

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



- (1) An employee on a regular part-time appointment shall receive a prorated annual salary based upon the actual minimum percentage of their regular part-time appointment averaged over the calendar College year in accordance with Clause 13.3(b)(2). Salaries shall be paid in biweekly instalments every second Friday throughout the College calendar year. An employee electing this option shall be entitled to prorated vacation time at the rate of pay determined by the actual percentage for the employee's regular part-time appointment for each completed month of service based on 43 working days per annum. In addition, the employee shall be eligible for health and welfare benefits in accordance with Clause 27.1. OC shall pay a pro rata portion of the health and welfare benefits based upon the actual percentage for the employee's regular part-time appointment.
- (2) An employee on a regular part-time appointment shall receive a salary based upon the actual hours worked. Salaries shall be paid in biweekly instalments every second Friday during the period of the employee's workload assignment. An employee electing this option shall receive prorated vacation time based on 43 working days per annum, payable biweekly. In addition, the employee shall be eligible for health and welfare benefits in accordance with Clause 27.1. OC shall pay a pro rata portion of the health and welfare benefits based upon the percentage of the employee's workload assignment while they are in receipt of a salary from OC. Employees may continue their health and welfare benefits during the time they are not receiving a salary from OC provided they reimburse OC for the full cost of the health and welfare benefits.
- (c) When an employee on a regular part-time appointment who elects to be paid in accordance with Clause 8.6(b)(1) above leaves the employment of OC prior to the end of a calendar College year, the actual hours worked shall be reconciled to the actual salary received for the portion of the calendar College year worked. Any overpayment or underpayment shall be adjusted on the final paycheck.
- (d) Employees on regular part-time appointments shall have the right to accrue additional work for which they are qualified, on a seniority basis within their assigned program up to a full-time workload. The designated supervisor, in consultation with the ~~program~~ Department Chair, shall use the review process in Clause 8.5(b)(3) to determine if the regular part-time employee is qualified. Such right of accrual shall take precedence over any other employee's rights of first refusal.
- (e) Employees on regular part-time appointments who accrue additional work in accordance with Clause 8.6(d), shall receive a separate non-regular appointment for the additional work and shall receive 14% in lieu of vacation and 4% in lieu of health and welfare benefits.
- (f) At any time OC determines that the additional work will become ongoing, or after the work has been accrued as a separate non-regular appointment for two consecutive College years, the minimum percentage for the employee's regular part-time appointment shall be revised.
- (g) A full-time workload resulting from a regular full-time employee's leave with or without pay shall be offered, on a seniority basis, to qualified regular part-time employees. The designated supervisor, in consultation with the Department Chair ~~program~~, may shall use the review process in Clause 8.5(b)(3) to determine if the regular part-time employee is qualified. An employee who assumes the full-time workload on a replacement basis shall be entitled to return to their regular part-time appointment at the completion of the replacement period.

## **8.7 Right of First Refusal**

- (a) To be eligible for the right of first refusal for a similar appointment, an employee must have completed at least 48 weeks of service and had a minimum of two appointments of at least 12 weeks duration in the immediately previous 36 months ~~three College years~~. All service must be in a similar appointment. The Department Chair, in collaboration with the designated supervisor, shall



determine if the available appointment is sufficiently similar to permit right of first refusal. ~~Right of first refusal shall be retained provided there is a break of no more than 36 consecutive weeks between successive appointments.~~

(b) In order to be eligible for right of first refusal at one particular centre, one of the appointments must have been at that centre.

(c) Right of first refusal shall be earned within each appointment category (Article 8). An employee with right of first refusal for a non-regular appointment with a full-time workload shall also have right of first refusal for a similar part-time appointment. An employee with right of first refusal for a part-time appointment shall also have right of first refusal for a similar non-regular appointment with a full-time workload provided they have had a full-time appointment of at least 12 weeks duration in the past 12 months.

(d) An employee must have received a satisfactory evaluation during the period described in Clause 8.7(a) above. If an evaluation has not been completed, eligibility for right of first refusal shall not be denied.

(e) Where two or more employees are eligible for right of first refusal, the employee with the most seniority (see Article 19) shall be offered the position.

~~(f) The acquisition and maintenance of right of first refusal shall not extend beyond the age of 65.~~

**New 8.7 (f) relocated from 8.7 (a)**

(f) **Right of first refusal shall be retained provided there is a break of no more than 36 consecutive weeks between successive appointments.**

**8.8 Probationary Period**

(a) An employee on a regular appointment shall be required to successfully complete a probationary period of two years.

(b) If an employee on a non-regular appointment is subsequently offered a regular appointment, full-time equivalent service in the non-regular appointment shall count as credit to a maximum of one year toward the probationary period of the regular appointment, provided that at least one satisfactory evaluation has taken place during the non-regular appointment. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken.

For Okanagan College

For BCGEU Vocational Instructors

Date: Mar 15, 2011

Date: March 15, 2011

**ARTICLE 10 – POSTING OF POSITIONS**

Except in emergency situations, whereupon there will be consultation with the appropriate Department Chair, all positions of ~~two~~ six consecutive months or more (see Appendix A B) shall be posted for 14 calendar days prior to the closing date for the position. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, salary rate. An emergency situation is defined as a situation in which the time available to secure the services of an instructor is not sufficient to permit adherence to the time limits specified in this contract.

For Okanagan College

For BCGEU Vocational Instructors

Date: March 14, 2011

Date: Mar. 14/2011.

**ARTICLE 17 – DISTANCE EDUCATION COURSES**

- (a) When OC intends to offer a Distance Education course,
- (1) the appropriate Department Chair shall be notified, and
  - (2) the employees in the appropriate instructional areas shall have "right of first refusal" for the distance education tutor work for which they are qualified.
- (b) Distance Education offerings, delivery or otherwise, shall not be regarded as an assignable duty under the provisions of Article 13.
- (c) Part-time distance education tutors and full-time employees who assume a distance education tutoring assignment shall be paid in accordance with the following:

- (1) For each distance education course assigned to the tutor for a 12-month period, a retainer of: **\$325.18.**

April 1, 2007.....	\$311.94
April 1, 2008.....	\$318.49
April 1, 2009.....	\$325.18

This amount shall be prorated for a shorter period, subject to a minimum retainer of: **\$162.04.**

April 1, 2007.....	\$155.45
April 1, 2008.....	\$158.71
April 1, 2009.....	\$162.04

- (2) For each assigned student who is registered in a course section 18 calendar days after the official commencement date of the course section: **\$71.31.**

April 1, 2007.....	\$68.40
April 1, 2008.....	\$69.84
April 1, 2009.....	\$71.31

- (3) For each assigned student who completes the course and receives a grade, or who participates in the course and is assigned a "W": **\$56.18.**

April 1, 2007.....	\$53.89
April 1, 2008.....	\$55.02
April 1, 2009.....	\$56.18

- (4) For each contact hour for seminars or workshops that are required by OC: **\$50.77.**

April 1, 2007.....	\$48.71
April 1, 2008.....	\$49.73
April 1, 2009.....	\$50.77

For Okanagan College

For BCGEU Vocational Instructors

Date: January 27, 2011

Date: January 27, 2011



**ARTICLE 19 – ADULT ACADEMIC AND CAREER PREPARATION (A.A.C.P.) COORDINATOR**

- (a) The responsibilities of the A.A.C.P. Coordinator, under the direction of the A.A.C.P. Department Chair, shall include any or all of the following:
- (1) Assumes a facilitation role to ensure the smooth operation of the A.B.E. program in the Campus or Centre.
  - (2) Ensures that placement procedures are conducted, results are evaluated and communicated to students, agencies, or the admissions office, as appropriate.
  - (3) Provides information needed for planning, staff workloads, and assignments to the Department Chair.
  - (4) Ensures that agencies, the public and students are aware of the test dates.
  - (5) Maintains a liaison with appropriate agencies in the respective communities.
  - (6) Disseminates information to the Campus or Centre A.A.C.P. staff and feeds opinions and information back to the A.A.C.P. Department Chair.
  - (7) Forwards requests to the A.A.C.P. Department Chair for advertising and provides the appropriate information needed to complete the task.
- (b) The A.A.C.P. Coordinator shall be appointed for a period of two years, with an option to renew for a further two years, subject to satisfactory performance. Appointments shall begin July 1<sup>st</sup> in any given year.
- (c) The position of A.A.C.P. Coordinator shall be posted internally only; there shall be a competition for the position; only employees on regular appointments in the A.A.C.P. Department shall be eligible to apply for the position of A.A.C.P. Coordinator; and the successful candidate shall be chosen by a selection committee, except in the case of only one application being received and appointed by the designated supervisor.
- (d) The Selection Committee shall be composed as follows:
- Program Dean;
  - Up to one other administrator named by OC; and
  - Two members of the A.A.C.P. Department.
- (e) An A.A.C.P. Coordinator going on leave of absence for more than four months shall yield his/her post as A.A.C.P. Coordinator. In such event, a new A.A.C.P. Coordinator shall be appointed in accordance with Clause 19(c).

For Okanagan College

For BCGEU Vocational Instructors

Date: Feb. 15, 2011

Date: Feb 15 / 2011

## ARTICLE 22 - ANNUAL VACATION

### 22.1 Annual Vacation Entitlement

- (a) The vacation year shall coincide with the calendar year.
- (b) An instructor on a regular appointment shall be entitled to an annual paid vacation of 43 working days. Where less than a full year of service is involved, vacation shall be prorated on the basis of 3.5 days with pay for each completed month of service. For the purpose of this clause, unpaid leave shall not be counted as service.
- (c) The number of vacation days shall be prorated for regular part-time employees in proportion to the employee's workload level [see Clause 8.6(b)].
- (d) An employee on a non-regular appointment shall receive 14% of their gross salary, payable biweekly, in lieu of vacation time. Employees appointed for 10 consecutive months or more may request at the start of their appointment to earn vacation entitlement in accordance with Clause 22.1(b). Any entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.

### 22.2 Prime Time Vacation Period

Subject to the instructional needs of the vocational programs, vacation time shall be scheduled at the convenience of the instructors concerned. OC shall make every reasonable arrangement to assure that instructors are able to schedule vacations during the period from May 1<sup>st</sup> to September 30<sup>th</sup>. An instructor shall be entitled to take 50% of their annual vacation entitlement during the two-month period of July and August. Employees who are required by OC to be recalled during their vacation period shall receive equivalent vacation day(s) off at a later date.

### 22.3 Vacation Carry-Over

Upon notification in writing to the designated supervisor, an employee may carry-over a maximum of **ten** five days' vacation leave to the next year. ~~However, if an employee wishes to carry over up to an additional five days' vacation time, they shall seek the formal written approval of the designated supervisor.~~ An employee shall not receive cash in lieu of vacation time, except upon termination, or as prescribed under Clause 22.1(d).

### 22.4 Preference in Vacation

- (a) Vacation shall be granted on the basis of seniority within a program.
- (b) Vacation schedules will be circulated and posted by April 1<sup>st</sup> of each year.
- (c) An employee who does not exercise their seniority right within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (d) Vacation requests that are submitted after April 1<sup>st</sup> of any year may be granted subject to the operational requirements of OC. Such requests shall not be unreasonably denied.

**22.5 Scheduled Vacations**

Vacation schedules, once approved by OC, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and OC.

For Okanagan College

For BCGEU Vocational Instructors

Date:

March 15, 2011

Date:

March 15, 2011



**ARTICLE 28 – SUPERANNUATION PENSION**  
(Reference Common Agreement, Article 10)

~~OC's Superannuation Plan is governed by the College Pension Act.~~ **Employees shall be enrolled in the College Pension Plan as set out in the Public Sector Pension Plans Act.**

For Okanagan College

For BCGEU Vocational Instructors

Date: January 27, 2011

Date: January 27, 2011

**ARTICLE 35 – PROFESSIONAL DEVELOPMENT**

- (a) OC and the Union recognize the value of professional development to the employee and the institution.
- (b) Professional development is defined as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities.
- (c) Employees on regular appointments shall be eligible to apply for professional development leave and financial assistance. Employees on non-regular appointments of at least sixteen weeks' duration and with 1302 hours paid at the employee's base rate, exclusive of pay in lieu of vacation or vacation shall be eligible to apply for professional development leave and financial assistance.
- (d) Professional development leave may be granted by OC to a maximum of 85 working days in any one College fiscal year for employees on regular appointments and a maximum of 10 working days in any one College fiscal year for employees on non-regular appointments.
  - (1) Applications for leave shall be submitted to the designated supervisor for recommendation to the Professional Development Committee normally at least one month in advance of the leave time.
  - (2) Employees on non-regular appointments who are granted professional development leave and/or financial assistance shall normally take such leave or assistance during their appointment period. Upon prior approval by the Professional Development Committee, employees may be granted financial assistance for professional development activities which occur during a period when they are not on appointment and no longer employees, provided a work assignment is available in the educational plan for the next College fiscal year.
- (e) Professional development leave shall be subject to the following:
  - (1) Subject to Clause 35(d)(2) the leave may be taken only at a time mutually agreeable to OC and the employee.
  - (2) Contributions for employee benefits shall be continued during the leave period by OC and the employee and the leave period shall count in full for increment purposes.
  - (3) Approved leave shall be at full salary unless mutually agreed otherwise by the employee and the Professional Development Committee.
- (f)
  - (1) There shall be a professional development fund to support professional development activities. The fund shall be drawn from the following sources each fiscal year:
    - (i) one percent (1%) of the salaries of the employees covered by this article which shall be provided by OC;
    - (ii) twenty-five dollars for each employee covered by this article which shall be provided by each employee as a condition of employment;
    - (iii) the savings in salaries and benefits of any employees granted leave at a reduced salary as a consequence of any arrangement made under the provisions of Clause 35(e)(3).
  - (2) Funds not expended in any one fiscal year shall be carried forward to the next fiscal year.
- (g)
  - (1) Professional Development Committees, consisting of the Dean and two ~~faculty~~ representatives vocational instructors, shall be appointed for each of the following three faculties Committees:

**OC & BCGEU Vocational Negotiations**  
**Agreed Language**

---

- (i) Health and Social Development Faculty ~~Committee~~;
- (ii) ~~Adult and Continuing Education Faculty~~ **Foundational Programs, English as a Second Language and Office Administration Committee**
- (iii) ~~Trades and Technology Faculty~~ **Apprenticeship Committee**.

(2) Subject to the provisions of this article, the Committees shall establish, publish and work within common guidelines for the review of applications for professional development leave and financial assistance and for the allocation of such monies. Faculty **Professional Development** Committees may establish, publish, and work within their own guidelines upon the agreement of all the Professional Development Committees.

(3) The Professional Development Committees shall review applications and make recommendations to the OC President **Dean** or designate for the granting or denial of professional development leave, together with a recommendation for financial assistance should the Committee recommend that the leave be granted. The OC President **Dean** or designate shall approve or deny professional development leave and financial arrangements, taking into account the recommendations of the Committee.

**For Okanagan College**

**For BCGEU Vocational Instructors**

Committee

Date:

March 14, 2011

Date:

March 14, 2011



**ARTICLE 37 – INSTRUCTOR'S DIPLOMA PROGRAM OR  
EQUIVALENT TEACHING QUALIFICATION**

- (a) All employees on regular appointments, except those exempted from this provision by OC, will be required to obtain an the BC Provincial Instructor's Diploma, valid BC Teacher's Certificate appropriate to the instructional assignment, or equivalent qualification as determined by OC within a maximum of two years from date of appointment in the regular appointment category. This period may be extended by OC because of extenuating circumstances.
- (b) Employees on non-regular appointments ~~with a full-time workload~~ who are appointed to or converted to a regular appointment category shall be required by OC to obtain the BC Provincial Instructor's Diploma or the qualifications in clause (a) above, within two years of appointment to the regular appointment category. This period may be extended by OC because of extenuating circumstances.
- (c) Employees, who are eligible in accordance with Clause 35(c) may apply to the Professional Development Committee for reimbursement of their tuition fees, up to the employee's annual maximum allocation per year, upon successful completion of each course associated with the BC Provincial Instructor's Diploma or equivalent.

For Okanagan College

For BCGEU Vocational Instructors

Date: Feb 15, 2011

Date: Feb. 15/2011

**ARTICLE 40 – COPYRIGHTS**  
(Reference Common Agreement, Article 5)

- (a) OC and the Union agree that original articles, technical papers, information reports, instructional notes prepared by the employee within the course of their duties for OC shall be retained by OC. OC further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.
- (b) OC agrees that any employee may prepare articles, technical papers, instructional notes on their own time and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the OC President.

For Okanagan College

For BCGEU Vocational Instructors

Date: January 27, 2011

Date: January 27, 2011

## ARTICLE 44 – SAFETY AND HEALTH AND SAFETY

### 44.1 Legislation

OC and the Union agree that the *Workers' Compensation Act* and its attendant regulations, or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

### 44.2 Health and Safety Committee

A Health and Safety Committees shall be established by OC and shall operate in accordance with the Workers' Compensation ~~Act~~ Board Industrial Health and Safety Regulations.

### 44.3 Investigation of Accidents

The appropriate Health and Safety Committee, as provided in Clause 44.2 shall be notified of each accident or injury and shall determine that accident investigations have been carried out, when appropriate.

### 44.4 Pay Provisions

An employee who serves on a Health and Safety Committee shall receive their regular rate of pay for attending meetings of the Committee held during working hours or for investigating safety matters at any time.

### 44.5 First Aid Supplies

OC shall provide all necessary first aid supplies, in accordance with the Workers' Compensation ~~Act~~ Board standards.

### 44.6 Sanitary Conditions

OC agrees to maintain adequate, clean, sanitary washrooms, having hot and cold running water, and with toilet facilities, at all its establishments.

### 44.7 Unsafe Work Conditions

Where an employee has acted in accordance with "Article 3.12: Procedure for Refusal" of the Workers' Compensation Board BC Occupational Health and Safety Regulation, such No employee shall not be disciplined for refusal to work on a job which is deemed unsafe by:

- (a) a member of the Safety Committee established under Clause 44.2;
- (b) a WorkSafeBC ~~Workers' Compensation Board~~ Safety Officer.

### 44.8 Use of OC Vehicles and Equipment

It is to the mutual advantage of both OC and the employee that employees shall not operate OC vehicles which are not in a safe operating condition. It shall be the duty of the employee to report, in writing, to their designated supervisor not later than the end of their shift all safety and/or mechanical defects on the equipment that they had operated during that shift. It shall be the obligation of OC to direct the repair, as necessary, to conform with the safe and efficient operation of that equipment. In the event that repairs cannot immediately be effected, the equipment shall be correctly identified and kept out of service until repaired. It shall not be considered a violation of their employment when an employee refuses to operate such identified equipment.



#### 44.9 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of their shift without deduction from sick leave.

#### 44.10 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident, shall be at the expense of OC.

#### 44.11 Pollution Control

OC and its employees shall endeavour to limit all forms of environmental pollution.

#### 44.12 First Aid

Workers' Compensation Board first aid requirements shall be fully complied with. Those employees who are required by OC to hold a valid first aid attendant's certificate shall be granted additional compensation as follows:

Occupational First Aid Certificate Level I .....	\$25.00 biweekly
Occupational First Aid Certificate Level II and Level III.....	\$45.00 biweekly

This stipend will be adjusted to reflect any higher rate awarded to any of OC's other certified bargaining units or Administrators' Association.

For Okanagan College

For BCGEU Vocational Instructors

Date: March 14, 2011

Date: Mar. 14/2011

ARTICLE 45 – CLOTHING

45.1 Clothing Supply

If a particular type of work clothing, or special apparel, is required by the nature of the employee's job, such clothing or apparel shall be provided by OC. Employees shall be consulted and allowed a reasonable choice of style.

45.2 Cleaning

OC shall be responsible for laundering, dry cleaning, maintenance and replacement of all clothing and/or apparel supplied by OC.

45.3 Safety Footwear (Reference Common Agreement, Article 19)

- (a) (new) Regular employees and non-regular employees with more than 1560 hours of accumulated service who are required by the ~~Workers' Compensation~~ WorkSafeBC Regulations (as determined by the ~~Health and Safety Coordinator~~ Manager, Health, Safety & Emergency Management Services) to wear safety footwear shall be eligible to be reimbursed for the actual cost of safety footwear once every two years to a maximum of \$100.00 per annum. ~~Eligible employees shall have the option of purchasing safety footwear for more than \$100.00 and shall be reimbursed on the basis of \$100.00 per calendar year to the maximum cost of the safety footwear.~~
- (b) (new) Where such footwear falls due to conditions of employment, the Employer may replace the footwear at its discretion before the expiry of the two year period. In this event, future replacement of the footwear will begin from the new replacement date.

For Okanagan College

For BCGEU Vocational Instructors

Date:

January 27, 2011

Date:

January 27, 2011

**APPENDIX A**

**Wage Scale**

April 01, 2007

~~Vocational Provincial Salary Scale with 2% Stipends~~

Step	2007/08 Annual	2007/08 Biweekly	2007/08 Hourly
1	78,729		
	<u>-1,575</u>		
	80,304	3,088.61	51.48
2	74,795		
	<u>-1,496</u>		
	76,291	2,934.26	48.90
3	69,671		
	<u>-1,394</u>		
	71,065	2,733.26	45.55
4	66,819		
	<u>-1,336</u>		
	68,155	2,621.36	43.69
5	64,372		
	<u>-1,287</u>		
	65,659	2,525.36	42.09
6	61,925		
	<u>-1,238</u>		
	63,163	2,429.36	40.49
7	59,477		
	<u>-1,189</u>		
	60,666	2,333.33	38.89
8	57,030		
	<u>-1,140</u>		
	58,170	2,237.33	37.29
9	54,583		
	<u>-1,091</u>		
	55,674	2,141.32	35.69
10	52,135		
	<u>-1,042</u>		
	53,177	2,045.29	34.09
11	49,688		
	<u>-933</u>		
	50,681	1,949.29	32.49

*DR*



**OC & BCGEU Vocational Negotiations**  
**Agreed Language**

**April 01, 2008**

**Vocational Provincial Salary Scale with 2% Stipends**

Step	2008/09 Annual	2008/09 Biweekly	2008/09 Hourly
1	80,972 <u>-1,620</u> 82,592	3,176.61	52.94
2	76,366 <u>-1,527</u> 77,893	2,995.89	49.93
3	71,134 <u>-1,423</u> 72,557	2,790.65	46.51
4	68,223 <u>-1,365</u> 69,588	2,676.44	44.61
5	65,724 <u>-1,315</u> 67,039	2,578.40	42.97
6	63,225 <u>-1,264</u> 64,489	2,480.36	41.34
7	60,726 <u>-1,214</u> 61,940	2,382.32	39.71
8	58,228 <u>-1,164</u> 59,392	2,284.32	38.07
9	55,729 <u>-1,114</u> 56,843	2,186.28	36.44
10	53,230 <u>-1,064</u> 54,294	2,088.24	34.80
11	50,731 <u>-1,014</u> 51,745	1,990.20	33.17

*PD*

**OC & BCGEU Vocational Negotiations  
Agreed Language**

**April 01, 2009  
Vocational Provincial Salary Scale with 2% Stipend**

Step	2009/10 Annual	2009/10 Biweekly	2009/10 Hourly
1	83,231 <u>1,665</u> 84,896	3,265.23	54.42
2	77,970 <u>1,559</u> 79,529	3,058.82	50.98
3	72,628 <u>1,452</u> 74,080	2,849.23	47.49
4	69,655 <u>1,393</u> 71,048	2,732.62	45.54
5	67,104 <u>1,342</u> 68,446	2,632.54	43.88
6	64,553 <u>1,291</u> 65,844	2,532.46	42.21
7	62,002 <u>1,240</u> 63,242	2,432.38	40.54
8	59,450 <u>1,189</u> 60,639	2,332.26	38.87
9	56,899 <u>1,138</u> 58,037	2,232.18	37.20
10	54,348 <u>1,087</u> 55,435	2,132.10	35.54
11	51,797 <u>1,036</u> 52,833	2,032.02	33.87

*\*Subject to Changes as may be agreed upon at the Common Table*

**For Okanagan College**

**For BCGEU Vocational Instructors**

Date: January 27, 2011

Date: January 27, 2011

**LETTER OF UNDERSTANDING #3**

**REVISED SCHEDULE IN CONSTRUCTION TRADES**

This Letter of Understanding establishes guidelines to cover the implementation of a pilot project on a revised workweek and workday (the "revised schedule") for the Apprentices and Entry Level Trades (ELT) students in the Construction Trades Department.

1. The duration of the pilot project will be approximately one year starting from the date of implementing the revised schedule which is based on a 7.5 hour workday and 4 day workweek. The implementation date is October 16, 2006.
2. No other departments within the Faculty of Trades and Apprenticeship will alter their current schedules or engage in discussions to alter their current schedules until the expiry date of the project.
3. An evaluation of the project will occur within 30 days of its expiry. This evaluation will include input, in a format agreed by the parties, from the following groups: Administration, Instructional, Support Staff and Students.
4. Either party reserves the right to cancel the pilot project by providing two weeks notice of cancellation to the involved parties in writing.
5. This Letter of Understanding is without prejudice or precedent. It expires on October 19, 2007.

For Okanagan College

For BCGEU Vocational Instructors

Date:

Feb 7, 2011

Date:

Feb 7, 2011



**LETTER OF UNDERSTANDING #4**  
**SAFETY FOOTWEAR REPLACEMENT**

~~For the purpose of implementing Article 19 — Health and Safety Equipment of the Common Agreement, the parties agree as follows:~~

- ~~1. Full reimbursement of safety footwear shall only occur once every two years with no dollar limit attached.~~
- ~~2. Where such footwear fails prematurely due to conditions of employment, the Employer may replace the footwear at its discretion before the expiry of the two year period. In this event, future replacement of footwear will begin from the new replacement dates.~~

*\*LOU #4 incorporated into Article 45, signed off on 27-Jan-2011*

**For Okanagan College**

**For BCGEU Vocational Instructors**

Date: Feb 7, 2011

Date: Feb 7, 2011

**LETTER OF UNDERSTANDING #5**

**SALARY STIPENDS**

The following stipend shall apply to each step of the salary scale in accordance with the Letter of Understanding on Salary Stipends in the April 1, 2007 to March 31, 2010 Common Agreement.

The stipend is deemed to be salary for pension and all other purposes.

Step	2007/08	2008/09	2009/10
1	\$1575	\$1620	\$1665
2	\$1496	\$1527	\$1559
3	\$1394	\$1423	\$1452
4	\$1336	\$1365	\$1393
5	\$1287	\$1315	\$1342
6	\$1238	\$1264	\$1291
7	\$1189	\$1214	\$1240
8	\$1140	\$1164	\$1189
9	\$1091	\$1114	\$1138
10	\$1042	\$1064	\$1087
11	\$993	\$1014	\$1036

For Okanagan College

For BCGEU Vocational Instructors

Date: January 27, 2011

Date: January 27, 2011

APPENDIX C  
BARGAINING COMMITTEE

**Representing OC:**

**Robert Huxtable, Chairperson**

Chris Rawson, Spokesperson

John Haller, Committee Member

**Margo Kendal, Committee Member**

**Steven G Robinson, Committee Member**

**Vanessa Griffin, Committee Member**

~~Donna Lomas, Chairperson~~

~~Rob Huxtable, Committee Member~~

~~Diane Adair, Committee Member~~

**Representing the BCGEU:**

Cam McRobb, Bargaining Unit Chairperson

Rob Wotherspoon, Staff Representative/Spokesperson

Dan Chetner, Committee Member

**Randy Dewar, Committee Member**

Dean Nutter, Committee Member

~~Karen Sansom, Committee Member~~

For Okanagan College

For BCGEU Vocational Instructors

Date:

January 27, 2011

Date:

January 27, 2011



## SETTLEMENT PACKAGE

### ARTICLE 3 – UNION RECOGNITION AND RIGHTS

#### 3.1 (Union Proposal) – WITHDRAWN

#### 3.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all vocational instructors at OC and such other instructional personnel as may be designated by the appropriate authority in a certificate of bargaining for B.C. Government and Service Employees' Union Vocational Instructors.
- (b) Vocational instructors are defined as those employees who are appointed to regular full-time and part-time and non-regular instructional positions appointment categories in vocational programs listed in Appendix A B of this Agreement or any full-time vocational program. A full-time vocational program is a program which has 30 hours per week of scheduled class time. All Ministry designated vocational programs will be included in Appendix B.

#### 3.9 Time Off for Union Business (Reference Common Agreement, Article 3.5 3.4.2)

- (a) *Without Pay* - Leave of absence without pay and without loss of seniority may be granted:
  - (1) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
  - (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their place of employment;
  - (3) to employees who are representatives of the Union on a Negotiating Committee to attend meetings of the Negotiating Committee.
- (b) *With Pay* - Leave of absence with pay and without loss of seniority may be granted:
  - (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with OC;
  - (2) to stewards, or their alternates, to perform their duties pursuant to Clause 3.5;
  - (3) to employees called to appear as witnesses before an arbitration board, or at any hearing mutually agreed to between the parties.
- (c) It is understood that employees granted leave of absence pursuant to this article shall receive their current salary while on leave with pay. Leave of absence granted under this article shall include sufficient travel time. OC agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) To facilitate the administration of section (a) of this article, when leave without pay is granted, the leave shall be given with pay and the BCGEU shall reimburse OC for the appropriate salary costs, including travel time.
- (e) Any employee who is elected or selected for a full-time position with the BCGEU or any "body" with which the Union is affiliated shall be entitled to a leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office to a maximum of five years. At least three months' notice of intention to renew or not renew shall normally be given to OC.

OC  BCGEU 

## ARTICLE 9 – APPOINTMENT OF EMPLOYEES

- (a) OC shall appoint employees in accordance with Article 8.
- (b) ~~OC shall require each candidate for appointment to sign an appointment form, which shall be an offer of appointment to OC, indicating their acceptance of the conditions of their appointment and their acceptance of the conditions of this Agreement, provided that such appointment form shall not in any way be contrary to, vary, or alter the articles of this Agreement.~~
- (b) **Offer of Employment for Regular Appointment and Initial Non-Regular Appointment**  
**The offer of a Regular appointment and the initial offer for a non-regular appointment shall be provided to the candidate which includes the conditions of their appointment and the program in which they shall teach. Upon signing and delivering one copy of the offer letter to the Human Resources Office within the time period specified on the offer, the candidate shall be deemed to have accepted the appointment. Any candidate who fails to deliver a signed acceptance of an offer of appointment within the time period specified shall be deemed to have rejected OC's offer and OC shall be entitled to consider the position vacant.**
- (c) ~~All candidates for appointment shall be sent two copies of the appointment form signed by the President, or designate, indicating the program in which they shall teach. Upon signing and delivering one copy of the appointment form to the Human Resources Office within the time period specified on the form, the candidate shall be deemed to have accepted the appointment. Any candidate who fails to deliver a signed acceptance of offer of appointment within the time period stipulated on the form shall be deemed to have rejected OC's offer, and OC shall be entitled to consider the position vacant.~~
- (c) **Subsequent Non-Regular Appointments**  
**Employees who accept subsequent assignments of non-regular appointments shall be sent correspondence confirming the details of the appointment. Any appointment confirmation required to be given by OC to an employee shall be deemed to be validly given if emailed to the employee's OC email address. Employees must accept or reject a term appointment after the confirmation has been received by notifying the designated supervisor in writing immediately.**
- (d) At the time of initial appointment within a department, employees shall receive general orientation and their instructional assignments before being required to assume their assigned instructional duties.
- (e) ~~All candidates for appointments of less than 10 days shall be sent an appointment letter, signed by the OC President or designate, confirming the terms of their appointment.~~

OC  BCGEU 

## ARTICLE 11 – SELECTION OF EMPLOYEES

- (a) OC shall determine, in consultation with the employees in the appropriate program, the need for new employees who will be covered by this Agreement.
- (b) OC shall establish, in consultation with the employees in the appropriate program, the appropriate qualifications for positions covered by this Agreement.
- (c) **(New 11 (c) relocated from existing 11 (e))** For full-time and part-time positions under six months duration, the Dean, in consultation with the appropriate Department Chair, **may appoint** will recommend a candidate for appointment to the position.
- (d) For full-time or part-time positions over six months duration, selection committees shall be established **by the designated supervisor or designate** and shall normally consist of:
  - (1) two employees on regular appointment from the appropriate program, including the Department Chair, if appropriate;
  - (2) one employee on regular appointment from within the bargaining unit; **and/or**
  - (3) one employee from within OC who may be the Regional Dean; if appropriate,
  - (4) one student from the program involved,
  - (5) the designated supervisor, (or designate); and
  - (6) one representative of the Human Resources Department in an advisory role.
  - (7) ~~At the discretion of the designated supervisor, a representative from the community may be included for a program associated with an outside professional organization.~~

The Committee shall review all applications, prepare a short-list which shall normally contain the names of three candidates, interview the short-listed candidates, and recommend to the OC President or designate **designated supervisor** the candidates for appointment in order of preference.

- (e) When a new instructor is required for a program in which there are no existing employees, the two employee representatives on a selection committee shall be selected from related programs by the designated supervisor.

~~For full-time and part-time positions under six months duration, the Dean, in consultation with the appropriate Department Chair, will recommend a candidate for appointment to the position.~~

- (f) The chair of a selection committee shall normally be the designated supervisor (or designate). The designated supervisor (or designate) may relinquish the chair of the Selection Committee by appointing the Department Chair to chair the Committee. If the designated supervisor (or designate) is absent, the Department Chair shall chair the Committee. In selections without Department Chairs, the designated supervisor (or designate) shall appoint a Selection Committee Chair.
- (g) ~~Employee representatives on selection committees shall be selected by the employees on regular appointments in the appropriate program in collaboration with the designated supervisor.~~

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



- (h) Upon request, the When an internal applicant(s) has been short-listed for a position covered by this Agreement, a union representative shall have the right to have a union sit as an observer present for during the interview and selection of candidates. The Union shall be responsible for replacement costs and expenses associated with providing the union observer.
- (i) Selection committees shall base their recommendations on the criteria determined under Clause 11(b), together with expansions to those criteria provided by the designated supervisor and deemed appropriate by the Selection Committee. In the final stages of the selection procedure, if there are two or more candidates whom the Selection Committee finds equally qualified for the position, and if one of these candidates is an internal applicant, the Selection Committee shall recommend that first preference be given to the internal candidate.
- (j) The failure of a member or members of a selection committee to attend meetings of selection committees, shall not invalidate the recommendations of the Committee.
- (k) A current employee who applies for a posted position and is unsuccessful shall, upon request, be notified of the reasons why they were unsuccessful. This request must be made in writing to the Manager, Human Resources Employee & Labour Relations within five days of the employee being notified of the decision of the Selection Committee.
- (l) *Secondment*
- (1) Secondment is a full-time leave from a position covered by this collective agreement to a position within OC not covered by this collective agreement.
  - (2) Seconded employees shall have the right to return to their position within this bargaining unit immediately upon expiration of their secondment. The right to return will not reduce regular positions in the instructional area in the year that the seconded employee resumes his or her position within the bargaining unit.
  - (3) An employee on regular appointment having held a position covered by this collective agreement and having subsequently been seconded by OC shall have seniority accumulated to the date of the secondment and shall maintain their accumulated seniority for the duration of the secondment.
  - (4) Employees who were seconded prior to February 28, 2007 shall be entitled to continue to accrue seniority for the duration of their secondment.
  - (5) Notwithstanding the provisions of this article, employees on secondment waive access to the benefits, terms and conditions of this collective agreement while on secondment.
  - (6) With the exception of those employees seconded prior to February 28, 2007, and with the exception of work claimed by an employee who is on layoff and who has the right of recall, a seconded employee may be assigned teaching duties as follows:
    - (i) An employee seconded to the position of Associate Dean may be assigned teaching duties to a workload maximum of 50% per semester;
    - (ii) An employee seconded to any other position may be assigned teaching duties to a workload maximum of 20% per semester; and
    - (iii) Union dues shall be deducted for all hours that a seconded employee is assigned to teaching duties.

## ARTICLE 12 (NEW) – SECONDMENTS & ATTACHMENTS

(Employer Proposal) – WITHDRAWN and LOU #1 not renewed

## ARTICLE 13 – DUTIES, RESPONSIBILITIES AND WORKLOADS

### 13.1 Assignable Duties

The duties and responsibilities of an employee may include all or any of the following: instructional (teaching assignments); course and program preparation; student contact; student advising; evaluation of student work; other functions related to instruction; professional development; student registration and pre-registration duties, school visitations; participation on OC committees; attendance at articulation meetings; representing OC at other functions; administrative duties; and other duties as specified in this article.

### 13.2 Workload

- (a) The total assigned duty time (Clause 13.3) for full-time employees shall not exceed 30 hours per week, except by mutual agreement between the designated supervisor (or designate) and the employee.
- (b) The working week shall be five consecutive days from Monday to Friday, except that this arrangement may be changed by mutual agreement between OC and the employee.
- (c) For posted positions that make reference to work assignments on weekends, acceptance of the position will signify mutual agreement of the specified workweek.

(d)

(1) ~~Arrangements shall be made for~~ **Employees shall be entitled to** one meal period and two 15-minute rest periods, during each working day. Meal periods shall **may** be scheduled through mutual agreement between OC and the employee and may be either 30 or 60 minutes in length.

(2) The provisions of Clauses 13.2(a) and 13.2(d)(1) of this article shall normally be completed within a maximum period of seven-and-one-half consecutive hours per day. This may be extended to a maximum of 12 consecutive hours per day for a maximum of two days per week.

- (e) When an instructor from one centre is assigned duties at another centre, each two hours of travel time between centres shall equal one assigned duty hour.

#### (f) Overtime

##### Overtime shall be subject to the following:

- (1) When an instructional assignment for a regular full-time instructor exceeds the maximum average of the instructional hours specified in Clause 13.3(b)(1), these hours shall be banked at the rate of time and one-half as non-instructional days. ~~These days~~ **This time** shall be taken during the same College **fiscal** year as they are **it is** worked and at a time mutually agreed to between the instructor, the Department Chair, and the designated supervisor. **Where this time cannot be taken during the same fiscal year or w**With the mutual written agreement of the instructor and the designated supervisor, the instructor may be paid for the additional hours worked.
- (2) When an instructional assignment for a non-regular instructor with a full-time workload exceeds the maximum average of the instructional hours specified in

OC  BCGEU 

Clause 13.3(b)(1), these hours shall be paid at time and one-half the hourly rate for the additional hours worked.

(3) When An employee's whose assignable **assigned** duties are in excess of 30 hours per week, the employee shall be paid at time and one-half their hourly rate for the additional hours worked.

(4) Additional hours worked may not be counted under both Clauses 13.2(f)(2) and 13.2(f)(3)(g).

(5) Except when required to work overtime in emergency situations, employees shall have the right to refuse to work overtime without being subject to disciplinary action.

### 13.3 Assignable Duty Time

(a) The assigned duty time is made up of instructional assignments and other assigned duties as outlined in Clause 13.1.

(b)

(1) The maximum instructional hours per week for full-time employees shall not exceed 27.5 hours unless arrangements satisfactory to the instructor, the Department Chair and the designated supervisor are made to exceed the maximum.

(2) The instructional hours per week shall be averaged over the annual work assignment College year exclusive of annual vacation and non-instructional duty days curriculum development/professional development (CD/PD) days.

(3) An instructional hour is defined as one hour of scheduled instruction in a classroom, seminar, laboratory, clinical, tutorial, or shop situation.

(4) In addition to the instructional hours in Clause 13.3(b)(3), instructors shall undertake the associated course preparation, student contact, marking and other functions and responsibilities required to deliver the course.

(c) Other assignable duty hours as outlined in Clause 13.1 shall be assigned by the Dean in consultation with the instructor.

### 13.4 Curriculum Development/Professional Development

(a) (New)

(1) "Curriculum Development" is defined as ongoing maintenance activities associated with assigned courses which are required to keep course materials current and relevant.

(2) "Professional Development" is defined in accordance with Article 35 as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities. Professional Development activities contribute to the learning, development and growth of employees as Vocational Instructors.

(b) Regular employees shall be provided with 21 days per calendar year for curriculum development, professional development and non-instructional duties (CD/PD time).

(1) The number of CD/PD days shall be prorated for regular part-time employees in proportion to the employee's workload level.

(2) The employee shall prepare a schedule for the use of both curriculum development/professional development time and for vacation time in consultation with the Department Chair for approval by the designated supervisor. This schedule



must be approved prior to any significant CD/PD and/or vacation time being taken, but not later than March 31<sup>st</sup>.

- (3) To facilitate the scheduling of CD/PD time for regular employees, OC shall establish a "Replacement Bank" to cover the cost of replacement instructors. A total of 380 days will be allocated to the bank each fiscal year by OC. Days remaining in the bank at the end of one fiscal year shall be carried forward to the next year to a maximum of 30 days.
- (4) Regular employees may schedule a maximum of 4 days CD/PD time for "PD activities" for which the replacement may be charged to the Replacement Bank described in Clause 13.4(a)(4).
- (c) Employees on non-regular appointments shall receive prorated curriculum development time based on a maximum entitlement of 10 working days in any one calendar year.

#### ARTICLE 16 – APPLICATION OF THE SALARY SCALE

16.1(a) (Union proposal) – WITHDRAWN

#### ARTICLE 18 – DEPARTMENT CHAIRS



18.4 (Union proposal) – WITHDRAWN

#### ARTICLE 20 – SENIORITY

20(a)(2)(i) (Employer proposal) – WITHDRAWN

20(e) (Employer proposal) – WITHDRAWN

- (a)
  - (1) Seniority for employees on regular appointments shall be defined as the length of accumulated full-time equivalent service with OC, subject to Clauses 8.3 and 8.4 if the employee had previous service in a non-regular appointment category.
  - (2) Seniority for employees on non-regular appointments shall be defined as the length of accumulated full-time equivalent service with OC, subject to Clauses 8.3 and 8.4.
- (b) An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by OC.
- (c) An employee shall lose seniority rights in the event they are discharged for cause, they resign and are not reinstated within 30 days, or Clauses 8.3, 8.4 or Clause 49.3(b) takes effect.
- (d) OC shall provide the Union with an employee seniority list ~~annually in July~~ every six months.

OC  BCGEU 

**ARTICLE 23 – ILLNESS, INJURY AND LONG-TERM DISABILITY**

**23.1** (Employer Proposal) – WITHDRAWN on a without prejudice basis. OC will continue our existing practice in using Manulife's Absence Management System to assist in Claims Adjudication.

**23.4** (Employer Proposal) – WITHDRAWN

**23.4** (Union Proposal) – WITHDRAWN

**23.5** (Employer Proposal) – WITHDRAWN on a without prejudice basis. OC will continue our existing practice of displaying sick leave balances online

**23.6** (Union Proposal) – WITHDRAWN

**23.7** (Employer Proposal) – WITHDRAWN proposal to relocate from 23.9

**23.7(d)** (Union Proposal) – WITHDRAWN

**23.8** (Employer Proposal) – WITHDRAWN

**23.13** (Employer Proposal) – WITHDRAWN

**ARTICLE 27 – HEALTH & WELFARE BENEFITS**

**27.2** (Employer Proposal) – WITHDRAWN on a without prejudice basis. OC will continue our existing practice as reflected in the withdrawn College proposal and the policies issued by the carriers.

**ARTICLE 38 – UPGRADING OF QUALIFICATIONS**

**38(b)(new)** (Union Proposal) – WITHDRAWN

**ARTICLE 42 – SUBSISTENCE ALLOWANCE**

**42(a)(1)** (Union Proposal) – WITHDRAWN

**42(a)(2)** (Union Proposal) – WITHDRAWN

**ARTICLE 43 – TRAVEL ALLOWANCE & EMPLOYEE PARKING**

**43(a)(1)** (Union Proposal) – WITHDRAWN

**ARTICLE 47 – RESIGNATION**

- (a) An employee on regular appointment may resign by giving at least two months' notice in writing to ~~their OC President or designate~~ and designated supervisor, unless an earlier date is mutually acceptable.
- (b) For employees on non-regular appointments, the resignation will take effect at the end of their appointment period, unless an earlier date is mutually acceptable.

**ARTICLE 51 – INDEMNITY – CIVIL AND CRIMINAL ACTIONS**

**51** (Employer Proposal) – WITHDRAWN

**ARTICLE 53 (NEW) – CODE OF CONDUCT**

**53** (Employer Proposal) – WITHDRAWN and LOU #2 not renewed as per Union proposal

**ARTICLE 55 – TERM OF AGREEMENT**

**55** (Employer Proposal) – subject to the Common table

**LETTER OF UNDERSTANDING #1**

**DEAN, VICE PRESIDENT, OR PRESIDENT APPLICATION FOR ATTACHED APPOINTMENT AS INSTRUCTOR**

(Employer Proposal) – WITHDRAWN proposal to incorporate into Article 12(New) and will not renew

**LETTER OF UNDERSTANDING #2**

**CODE OF CONDUCT FOR BCGEU INSTRUCTOR/STUDENT RELATIONS**

(Employer Proposal) – WITHDRAWN proposal to incorporate into Article 53 (New) and will not renew. Employer will rely on College Policy



## APPENDIX B – TRAINING PROGRAMS

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

Accounting/~~Payroll~~ Assistant  
Adult Basic Education  
Adult Special Education  
~~Applied Business Technology~~  
Administrative Assistant  
Certified Dental Assistant  
Early Childhood Education  
English as a Second Language  
~~Health Home Support/Resident Care Assistant Attendant~~  
Human Service Worker  
~~Legal Access Certificate~~  
Administrative Assistant Fundamentals  
Legal Administrative Assistant – Corporate and  
Conveyancing  
Legal Administrative Assistant – Litigation  
Medical Secretary Program  
Medical/Dental Receptionist  
Medical Administrative Assistant  
Occupational First Aid – Levels 2 and 3  
Office Assistant Certificate  
Licensed Practical Nursing  
Therapist Assistant  
~~Travel Counsellor~~

### APPRENTICESHIP PROGRAMS

~~Automotive Collision Repair~~  
~~Automotive Painting and Refinishing~~  
~~Automotive Prep Technician~~  
~~Automotive Service Technician~~  
Cabinet Maker  
Carpenter  
Commercial Transport Vehicle Mechanic  
Cooking  
Domestic/Commercial Gasfitter  
Domestic/Residential Geothermal Technician  
Domestic/Residential Heating Technician  
Electrical  
Heavy Duty Equipment Mechanic ~~Technician~~  
Joiner  
Metal Fabrication  
Motor Vehicle Body Repairer  
Plumber  
Recreation Vehicle Service Technician  
Refrigeration Technician  
Sheet Metal Worker  
Sprinkler System Installer  
Steamfitter/ Pipefitter  
~~Steel Fabricator~~

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

## Appendix B

---

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

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

For Okanagan College

For ~~BCGEU~~ Vocational Instructors

Date: June 10, 2011

Date: June 10/2011