

COMMON AGREEMENT

between

**The Employers' Bargaining Committee
on behalf of member Institutions ratifying this Common Agreement**

and

**The Colleges and Institutes Support Staff Bargaining Association (CISSBA)
on behalf of the Unions ratifying this Common Agreement**

APRIL 1, 1998 – JUNE 30, 2002

LIST OF THE COMMON PARTIES

Camosun College	-	CUPE Local 2081
College of the Rockies	-	CUPE Local 2773
Douglas College	-	BCGEU Local 703
Justice Institute of British Columbia	-	BCGEU Local 703
Kwantlen University College	-	BCGEU Local 703
Malaspina University College	-	CUPE Local 1858
North Island College	-	CUPE Local 3479
Northern Lights College	-	BCGEU Local 710
Northwest Community College	-	BCGEU Local 712
Open Learning Agency	-	BCGEU Local 703
University College of the Cariboo	-	CUPE Local 900

TABLE OF CONTENTS

DEFINITIONS	5
ARTICLE 1 PREAMBLE.....	7
1.1 <i>Purpose Of Common Agreement</i>	7
1.2 <i>Future Legislation</i>	7
1.3 <i>Conflict with Policies</i>	7
1.4 <i>Singular and Plural</i>	7
ARTICLE 2 BARGAINING UNIT DEFINED.....	7
ARTICLE 3 LABOUR ADJUSTMENT.....	8
3.1 <i>Employer Commitments</i>	8
3.2 <i>Menu of Labour Adjustment Strategies</i>	9
3.3 <i>Layoffs May Occur</i>	9
3.4 <i>No Stacking of Entitlements</i>	9
3.5 <i>Labour Adjustment Fund</i>	10
ARTICLE 4 TRANSFERS/MERGERS OF PROGRAMS/SERVICES BETWEEN INSTITUTIONS	10
ARTICLE 5 HUMAN RESOURCES DATABASE.....	12
ARTICLE 6 SYSTEM-WIDE ELECTRONIC JOB REGISTRY	13
6.1 <i>Posting</i>	13
6.2 <i>Electronic Registry of Eligible Employees (Registrants)</i>	14
6.3 <i>Application Procedures</i>	14
6.4 <i>Registrant Applying for Vacancies</i>	14
6.5 <i>Rights of Registrants</i>	14
ARTICLE 7 LEAVE OF ABSENCE FOR COLLEGE COMMITTEES	15
ARTICLE 8 EMPLOYER PAID UNION LEAVE.....	16
ARTICLE 9 WORKPLACE FLEXIBILITY	16
ARTICLE 10 ADDITIONAL LIMITATION ON CONTRACTING OUT	17
ARTICLE 11 ELIGIBILITY FOR INTERNAL POSTINGS	17

ARTICLE 12 JOB STABILITY.....17

ARTICLE 13 HEALTH AND WELFARE BENEFITS17

 13.1 *Benefit Improvements.....17*

 13.2 *Joint Committee on Benefits Administration Improvements19*

ARTICLE 14 BENEFITS CONSORTIUM.....19

 14.1 *Committee Established.....19*

 14.2 *Committee Mandate.....20*

 14.3 *Savings.....20*

 14.4 *Constraints.....20*

 14.5 *Costs of the Joint Committee.....20*

ARTICLE 15 PENSION PLAN.....21

ARTICLE 16 EMPLOYEE TRAINING.....21

ARTICLE 17 WAGES21

ARTICLE 18 TERM.....22

APPENDIX A.....24

LETTER OF AGREEMENT #125

LETTER OF AGREEMENT #226

LETTER OF AGREEMENT #327

LETTER OF AGREEMENT #428

LETTER OF AGREEMENT #529

LETTER OF AGREEMENT #630

DEFINITIONS

“**Agreement**” or “**Common Agreement**” means this Agreement reached between the Employers and College and Institute Support Staff Bargaining Association (CISSBA) and its constituent bargaining units as described in the Protocol signed May 18, 1999.

“**collective agreement**” means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

“**employee**” means a person employed within a bargaining unit represented by a union ratifying the common agreement.

“**employer(s)**” or “**employer**” means institutions ratifying the Agreement.

“**institution**” means a college, university college, institute or agency created under the *College and Institute Act, Open Learning Agency Act or Institute of Technology Act* that is a party to and has ratified the Common Agreement.

“**Joint Implementation Committee**” or “**JIC**” means the committee established under Letter of Agreement #1

“**Joint Labour-Management Committee**” means a committee formed by local parties with equal representation from a local union and an institution.

“**local parties**” means the institution and local bargaining unit where both have ratified this Agreement.

“**local provision**” means a provision of a collective agreement established by negotiations between a local employer and a local union.

“**local union**” means a bargaining unit representing employees at an institution that has ratified this Agreement.

“**ministry**” means the Ministry of Advanced Education, Training and Technology.

“**parties**” or “**common parties**” means the employers and unions identified in the Protocol Agreement of May 18, 1999 that have ratified this Agreement.

“**Post-Secondary Employers’ Association**” or “**PSEA**” means the employers’ association established for post-secondary colleges and institutes under the *Public Sector Employers’ Act*.

“**CISSBA**” means a council of the BC Government and Service Employees' Union (BCGEU) and the Canadian Union of Public Employees (CUPE) formed for the purpose of negotiating this Agreement.

“**ratification**” means the acceptance by an institution and a local union of the terms of the Common Agreement pursuant to the protocol of May 18, 1999.

“date of ratification” is May 15th, 2000.

"union" means the bargaining units of the BCGEU and CUPE which are party to the common agreement.

ARTICLE 1 PREAMBLE

1.1 Purpose Of Common Agreement

The purpose of this Agreement is to establish and maintain a process for multi-institutional collective bargaining between the parties.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered. All other provisions of the common agreement shall remain in full force and effect.

1.3 Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

1.4 Singular and Plural

Wherever the singular is used in the common agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

ARTICLE 2 BARGAINING UNIT DEFINED

The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate at each college or institution, issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the local parties or excluded by the Labour Relations Board of British Columbia.

- (a) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.

The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.

- (b) If an existing position is changed, such that the union has concerns about its status, the information as described in (a) above will be supplied upon request. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.

Application: Article 2, Bargaining Unit Defined shall apply to all local collective agreements except Justice Institute and Northern Lights College with the following provisos:

Northwest Community College – Article 2.1 (a) *Bargaining Unit Defined* shall be deleted from the local collective agreement.

Douglas College– Article 3.1 *Bargaining Unit Defined* shall be deleted from the local collective agreement.

Kwantlen University College– Article 3.1 *Bargaining Unit Defined* shall be deleted from the local collective agreement.

Malaspina University College– Article 2.01 *Bargaining Unit Defined* shall be deleted from the local collective agreement.

Open Learning Agency – Article 2.1 *Bargaining Unit Defined* shall be deleted from the local collective agreement.

University College of the Cariboo – Letter of Agreement I. *Exclusions* shall be preserved.

ARTICLE 3 LABOUR ADJUSTMENT

3.1 Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management or Joint Adjustment committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

3.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreements(s):

- Job sharing.
- Reduced hours of work through partial leaves.
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible the employer will match a minimum of three years' contributions to the appropriate pension plan (College Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Retraining.
- Trial retirement.
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

3.3 Layoffs May Occur

Once strategies other than layoff have been explored, the institution may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

3.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of

entitlements.

3.5 Labour Adjustment Fund

The parties agree to request the Ministry of Advanced Education, Training and Technology to maintain a Labour Adjustment Fund for the benefit of all employees and institutions covered by this Agreement.

The purpose of the Fund is to accommodate the needs of the employees and institutions in achieving targeted labour adjustments at an institution.

The parties recommend that the Ministry consult with them on the eligibility requirements for an institution to gain access to the Fund.

Application: Article 3 Labour Adjustment shall apply to all local collective agreements with the following provisos:

Northern Lights College – Letter of Understanding #5 *Labour Force Adjustment* shall be deleted from the local collective agreement with the exception of #4 HRAP Document and #7 Early Retirement Incentive.

Open Learning Agency – Article 12.2 *Labour Force Adjustment* and 12.3 *Pre-Layoff Canvas* shall be deleted from the local collective agreement.

Douglas College – Article 14.1 *Labour Force Adjustment* shall be deleted from the local collective agreement.

College of the Rockies – Article 27 *Employment Adjustment Plans Affecting Regular Employees* shall be deleted from the local collective agreement with the exception of 27.2 preamble paragraph and (a).

Justice Institute of BC – Article 13.1 *Pre-Layoff Notice* and 13.2 *Pre-Layoff Canvas* shall be deleted from the local collective agreement.

Kwantlen University College – Article 15.1 *Pre-Layoff Canvas* shall be deleted from the local collective agreement.

ARTICLE 4 TRANSFERS/MERGERS OF PROGRAMS/SERVICES BETWEEN INSTITUTIONS

- (a) When one or more institutions covered by this Agreement decides to transfer/merge a program/service or a partial program and the

transfer/merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local Union(s) as soon as possible, but not less than sixty (60) days prior to the date of transfer/merger.

- (b) In the case of program/service transfers or mergers between institutions, the following conditions will apply to permanent/regular employees of the transferring institution:
 - (i) Permanent/regular employees of the transferring institution shall have the option of transferring with the program. However, in the event that the program/service transfer/merger results in a reduction in complement of the program, then the offer(s) of transfer of employee(s) shall be on the basis of seniority, provided the employee possesses the necessary qualifications to perform the duties and responsibilities of the position at the receiving institution.
 - (ii) Should there be no option to transfer, the provisions of the local collective agreement at the sending institution shall apply.
- (c) Should an employee opt to transfer from the sending institution, the following conditions will apply:
 - (i) For transferring employees all seniority accrued at the sending institution will be converted according to the seniority provisions of the receiving institution and recognized for all purposes under the collective agreement at the receiving institution.
 - (ii) At the date of transfer/merger, all rights of the terms of the collective agreement of the sending institution shall expire and all the terms and conditions of the receiving institution's collective agreements shall apply.
 - (iii) The waiting period for the various health and welfare benefits at the receiving institution shall be waived. Claims which have occurred prior to the date of the transfer/merger shall remain the responsibility of the sending institution.
 - (iv) Each transferring employee shall receive the salary on the receiving institution's salary scale of the applicable classification that is closest to their previous salary, exclusive of premiums and allowances.
 - (v) Where the receiving institution has an accumulated sick leave plan, the employee's sick leave credits shall be transferred to the receiving institution. Where not applicable, such credits shall be paid out to the employee or to an RRSP at the employee's request, pursuant to the local collective agreement at the sending institution. Employees transferred to a receiving institution with an accumulated sick leave plan

and who do not have sick leave credits to transfer, shall be credited with one (1) year's sick leave entitlement according to the receiving institution's collective agreement.

- (vi) Vacation entitlements earned up to the time of transfer/merger for transferring employees will be recognized by the receiving institution for the calendar year of the transfer. All subsequent vacation entitlements will be in accordance with the collective agreement of the receiving institution recognizing accrued seniority.
- (vii) An employee at the sending institution who has opted for transfer, but is on sick leave or short-term disability, will not be transferred until certified fit to return to active duty and will remain an employee of the sending institution.
- (viii) Grievances arising prior to the transfer/merger date remain the responsibility at the sending institution.
- (ix) Program/service transfers/mergers will not result in the bumping or layoff of employees at the receiving institution at the time of transfer.
- (x) At the time of the transfer/merger, employees may choose to remain in the pension plan of the sending institution.
- (xi) Due to the complexity of transfer/merger as it impacts collective agreement provisions, the local parties shall remain available to reconvene.

Application: Article 4 Transfers/Mergers of Programs/Services Between Institutions shall apply to all collective agreements.

ARTICLE 5 HUMAN RESOURCES DATABASE

- (a) The Parties agree to provide and support 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.
- (b) The Parties recommend that the Ministry of Advanced Education, Training and Technology provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.
- (c) 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.
- (d) 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

Application: Article 5 Human Resources Database shall apply to all local collective agreements.

ARTICLE 6 SYSTEM-WIDE ELECTRONIC JOB REGISTRY

The PSEA will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

6.1 Posting

- (a) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.
- (c) Postings will be removed from the registry one (1) week after the closing date.
- (d) Employers may elect to include job postings from institutions not covered by this Agreement.
- (e) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and

the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.

6.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by the Agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
- (b) Laid-off employees will become ineligible in the following situations:
 - (i) They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
 - (ii) They obtain an equivalent position as a result of being listed on the system-wide registry; or
 - (iii) Upon the expiration of the employee's recall rights, or two (2) years from the date of registration, whichever is later.

6.3 Application Procedures

- (a) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the form in Appendix A.
- (b) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.
- (c) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local Union if the registrant is no longer available for employment through the Registry.

6.4 Registrant Applying for Vacancies

- (a) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
- (b) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is as per Appendix A.

6.5 Rights of Registrants

(a) Entitlement for Interview

Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone or video conference. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings.

Selection will be made on the basis of the selection language in the local collective agreements.

(b) **Entitlements for Successful Applicants**

Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and training.

Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

Seniority: All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the collective agreement at the hiring institution.

Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the cost will be reimbursed to the hiring institution from the Labour Adjustment Fund.

Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired him/her in accordance with its relocation policies and practices for the position for which the registrant was hired.

Reporting of Registry Activities: Employers shall report all registry activities to the Labour/Management Relations Committee, including names of those interviewed and those hired.

Application: Article 6 System-Wide Electronic Job Registry shall apply to all local collective agreements.

ARTICLE 7 LEAVE OF ABSENCE FOR COLLEGE COMMITTEES

An employee whose assigned work schedule would prevent him/her from attending meetings of a college committee to which he/she has been elected or appointed, will be granted a leave of absence from his/her regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

Application: Article 7 Leave of Absence for College Committees shall apply to all local collective agreements.

ARTICLE 8 EMPLOYER PAID UNION LEAVE

The Chairperson/President of the bargaining unit or alternate designated by the Union shall be granted twenty-five percent (25%) Employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee–Employer relationships. The Chairperson/President shall schedule such time with their supervisor. This provision is in addition to any other Employer-paid release time in the collective agreement.

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

Application: Article 8 Employer Paid Union Leave shall apply to all local collective agreements with the following provisos:

Douglas College - the 25% release time will replace the current local agreement release time in Article 3.10 (b)(5).

Northwest Community College - the 25% release time will replace the current local agreement release time in Article 2.10 (d).

ARTICLE 9 WORKPLACE FLEXIBILITY

Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- (a) Local collective agreement language shall apply except as expressly provided below.
- (b) After the date of ratification of this agreement, new positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (c) No regular employee hired prior to the date of ratification of this agreement shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- (d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- (e) No employee shall be laid off or have their hours of work reduced as a result of this Article.

Application: Article 9 Workplace Flexibility will be added to local collective agreements.

ARTICLE 10 ADDITIONAL LIMITATION ON CONTRACTING OUT

- (a) In addition to, and without limiting any provision in a local collective agreement, an institution covered by this Agreement will not contract out any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.
- (b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit President/Chairperson and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

Application: Article 10 Additional Limitation on Contracting Out will be added to local collective agreements.

ARTICLE 11 ELIGIBILITY FOR INTERNAL POSTINGS

After working an accumulated number of hours equivalent to the probation period or a lesser number of hours as per the local collective agreement, Auxiliary/Casual/Term and Temporary employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.

Application: Article 11 Eligibility for Internal Postings will be added to local collective agreements.

ARTICLE 12 JOB STABILITY

Notwithstanding articles in the local collective agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the employer and the union at the local level.

Application: Article 12 Job Stability will be added to local collective agreements.

ARTICLE 13 HEALTH AND WELFARE BENEFITS

13.1 Benefit Improvements

The Parties agree to make adjustments to the health and welfare benefits of the institutions included in this Agreement effective the first day of the month following ratification:

(a) **Extended Health Benefits**

- (i) Total lifetime coverage level will be unlimited.
- (ii) Hearing aid benefit claims will be to a maximum of \$600 every five years.
- (iii) Vision care benefit claims will be to a maximum of \$250 every two years except Northwest Community College, which will retain the superior provision.

(b) **Dental Plan**

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.

(c) **Benefit Entitlement for Part-time Regular Employees**

Part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the local collective agreement.

This language replaces applicable current, local collective agreement language on benefit entitlement for regular part-time employees including compensation in lieu of health and welfare benefits. Any pro-rata language currently in local collective agreements shall remain in effect. Current triggering provisions in each collective agreement shall remain in effect. This language does not apply to Northern Lights College, Northwest Community College, Open Learning Agency, which will retain the superior provision.

(d) **Cost Shared Benefits**

All medical and insurance benefits excluding Long Term Disability that are currently cost shared between the institution and employees at Malaspina University College, Northern Lights College and Northwest Community College, will be Employer paid effective April 1, 2000.

13.2 **Joint Committee on Benefits Administration**

The following benefits will be changed effective thirty (30) days after the date that ongoing savings to pay for this benefit are realized as a result of initiatives of the Joint Committee on Benefits Administration or such later date as agreed by the Committee:

(a) **Extended Health**

Reimbursement level on claims shall be one hundred (100%) percent.

(b) **Dental Plan**

- (i) Major restorative services (Plan B) shall be reimbursed at a level of eighty (80%) percent.
- (ii) Orthodontics (Plan C) shall be reimbursed to all members and dependants at a minimum level of sixty (60%) percent up to a lifetime maximum of \$3500.

Application: Article 13 Health and Welfare Benefits shall apply to all local collective agreements except as otherwise stated.

ARTICLE 14 Joint Committee on Benefits Administration

14.1 **Committee Established**

The parties agree to establish a Joint Committee on Benefits Administration with four members appointed by each side. Where possible, the parties agree to support the concept of a joint committee inclusive of representatives of the employers, staff unions and faculty unions.

14.2 Committee Mandate

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

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

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

14.3 Savings

All savings realized through the process of the Joint Committee on Benefits Administration will be used to improve benefits, either through the actions taken by the Committee or the formal bargaining process between the Parties.

14.4 Constraints

The Joint Committee on Benefits Administration will not make any changes to the plan provisions that would increase the costs of health and welfare benefits for individual employers or reduce plan provisions without the agreement of the parties to this Agreement.

14.5 Costs of the Joint Committee

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

Application: Article 14 Joint Committee on Benefits Administration shall apply to all local collective agreements.

ARTICLE 15 PENSION PLAN

Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.

In order to enable employees who qualify according to the Municipal, College or Public Service Pension Act to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

Application: Article 15 Pension Plan shall apply to all local collective agreements.

ARTICLE 16 EMPLOYEE TRAINING

- (a) When new, enhanced or changed work processes are introduced into an employee's job, the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.
- (b) The Employer will discuss the employee development needs with the affected employees.
- (c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

Application: Article 16 Employee Training shall apply to all local collective agreements.

ARTICLE 17 WAGES

- (a) Effective April 1, 2000 the wage schedules of the local collective agreements shall be increased by 2%.
- (b) Effective April 1, 2000, following the implementation of a) above, the salary schedules at Northern Lights College and Camosun College shall be adjusted as follows:
 - (i) The maximum step of the lowest occupied classification in the wage schedule shall be increased to \$15.50;
 - (ii) The remainder of the steps within the wage schedule, with the exception of the maximum step of the wage schedule, shall be increased to maintain the relationship of the levels within the wage schedule (see example below).

- (c) Effective April 1, 2001, the wage schedules of the local collective agreements shall be increased by a percentage amount equivalent to any wage and health and welfare benefits percentage increase negotiated between the College, University College, Institute and Agency Employers and the Faculty/Instructors as part of the Common Agreement for the period April 1, 2001 to March 31, 2002.
- (d) In the event that the increase as described in c) above does not result in the maximum step of the lowest occupied classification being \$16.00 or greater in any local collective agreement, the wage schedules of the impacted collective agreements shall be adjusted effective April 1, 2001 as follows:
- (i) The maximum step of the lowest occupied classification in the wage schedule shall be increased to \$16.00;
 - (ii) The remainder of the steps within the wage schedule, with the exception of the maximum step of the wage schedule, shall be increased to maintain the relationship of the levels within the wage schedule (see example below).

Example: Formula for Calculating the Salary Grid Adjustment

1. Add 2% to each step of the current wage grid = **X** as a value for each step
2. Calculate ratio as follows:

$$\frac{\text{(new top step with 2\%)} - \$15.50}{\text{(new top step with 2\%)} - \text{(new bottom step with 2\%)}} = \text{Ratio}$$

Use the following formula to generate the revised wage grid:

$$\text{Ratio (X - (new bottom step with 2\%)) + \$15.50 = New wage rate}$$

Note: Effective April 1, 2001 for calculations in d), (ii) above, the figure of \$16.00 is to replace the figure of \$15.50

ARTICLE 18 TERM

This Agreement shall be in effect from April 1, 1998 to June 30, 2002 and shall continue in force until the renewal of this Agreement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have
affixed their signatures on the _____ day of _____, 2000.

Signed on behalf of the Employers:

Signed on behalf of the Unions:

Larry Jefferson, Spokesperson

Gail Miller, CUPE Local 3479

Sheila McDonald, Bargaining Chair

Keith Todd, CUPE Local 2081

Liz McKinlay, Bargaining Committee

Jim Craigdallie, CUPE Local 1858

Peggy Howard, Bargaining Committee

Pam Catsirelis, CUPE Local 2773

Anna Wijesinghe, Bargaining Committee

Anne Henry, CUPE Local 900

Bill Mikaloff, BCGEU

Triena Marples, BCGEU

Murray McDonald, BCGEU

Gayla Chernovsky, BCGEU

Graham Brown, BCGEU

Linda Hayward, BCGEU

George Heyman, President, BCGEU

Barbara Offen, Staff Rep., BCGEU

Donn Stanley, National Rep., CUPE

**APPENDIX A
POST SECONDARY EMPLOYERS' ASSOCIATION
REGISTRY**

FORM 001

- 0. (For PSEA use only:)
- 1. College/Institute/Agency of Origin _____
- 2. Registrant : _____
- 3. Start Date: _____
- 4. Previous Position Held: _____
- 5. Current Position Held: _____
- 6. Date of Layoff Notice: _____
- 7. Date of Availability: _____
- 8. Registrant Electronic Resumé available at:: _____

College/Institute/Agency Personnel Contact Person: _____

College Personnel Contact Phone Number: _____

Bargaining Unit Chairperson/Local President _____

Bargaining Unit Chairperson/Local President Phone Number: _____

Information Release Waiver for the purposes of *the "Freedom of Information and Protection of Privacy Act"*.

I agree that the above personal information, my current resumé, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.

Signature of Registrant

Date

**LETTER OF AGREEMENT #1
JOINT IMPLEMENTATION COMMITTEE**

The parties agree that, within 30 days of ratification of the Common Agreement, a Joint Implementation Committee shall be established as follows:

1. The Committee shall consist of two representatives of the Employers and one representative of each Union.
2. Each representative shall be entitled to be accompanied by a resource person who shall be representative of the employers and/or bargaining units at the common table.
3. The Committee will deal with issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement. These issues, arising from the Common Agreement are to be referred to the Committee for resolution and may not be resolved at the local level.
4. The Committee shall mutually agree upon terms of reference including an expedited process for third party intervention for unresolved issues.

LETTER OF AGREEMENT #2

**COLLEGE, UNIVERSITY COLLEGE, INSTITUTE AND AGENCY SUPPORT AND
TECHNICAL STAFF ACCORD**

The Employers agree to implement the provisions of the College, University College, Institute and Agency Support and Technical Staff Accord, signed February 25, 2000, with respect to Part VII STIIP and LTD.

**LETTER OF AGREEMENT #3
PAY EQUITY JOB EVALUATION PLAN – UCC and NWCC**

1. The parties agree to address the outstanding pay equity job evaluation issues at University College of the Cariboo and Northwest Community College in accordance with the government's pay equity policy which includes an allocation of funds at a maximum of 1% per annum.

2. Specifically, University College of the Cariboo has completed a gender-neutral job evaluation plan, which has resulted in a new wage schedule. The parties agree that funding will be secured from the government to complete the implementation of the plan at University College of the Cariboo.

3. Specifically, at Northwest Community College the parties agree that funding will be secured from the government to implement the BCGEU/Government gender-neutral job evaluation plan.

LETTER OF AGREEMENT #4
INCREMENT REDUCTION REVIEW

The parties agree that, during the term of the collective agreement, the parties to a local collective agreement may undertake a review of the number of increment steps within the wage schedules to determine the suitability of eliminating increment steps. The local parties may reduce the number of increment steps by mutual agreement.

LETTER OF AGREEMENT #5

ADDITION OF PAY GRADES TO WAGE SCHEDULES

The parties agree that, during the term of the Common Agreement, the local parties review their job evaluation plans and if necessary, add additional pay grades at the top of the wage schedule to accommodate new positions or changed positions in the future, or positions currently paid above the existing wage grids.

LETTER OF AGREEMENT #6
COMPLETION OF LOCAL BARGAINING

The parties agree that local bargaining shall be completed by April 15, 2000.

This date may be extended by mutual agreement of the parties to the Common Agreement.

