

MEMORANDUM OF AGREEMENT

BETWEEN:

VANCOUVER COMMUNITY COLLEGE

(the "College")

AND:

VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

(the "Association")

SUBJECT TO PSEC APPROVAL

The College and the Association bargaining committees agree to recommend the terms set out in this Memorandum of Agreement to their respective principals.

It is understood and agreed that this Memorandum of Agreement is subject to ratification by the members of the Association's bargaining unit, by the College Board, and by the Post-Secondary Employers' Association Board of Directors. The parties shall schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

Subject to such ratification, the new collective agreement between the College and the Association shall contain all provisions in the collective agreement that expired on March 31, 2012, subject to the following amendments:

All "green sheet" items tentatively agreed by the parties to date.

All items attached.

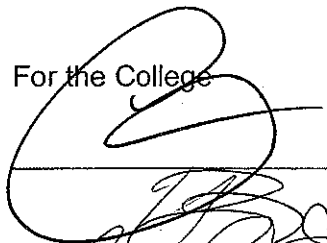
All items contained in the 2012 FPSE Compensation Template Table Agreement dated February 2, 2013.

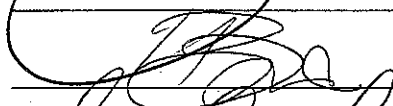
The term of the new collective agreement shall be April 1, 2012 to March 31, 2014.

- Except as identified above, all other proposals tabled by the parties shall be withdrawn upon acceptance and ratification of this Memorandum of Agreement.
- All amendments shall be effective the date of ratification of the parties' Memorandum of Agreement, except where otherwise identified specifically.

DATED at Vancouver, British Columbia, this 8th day of February, 2013.

For the College






Ian Carr-Latimer

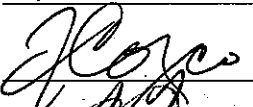
Tim Atkinson


Bailey

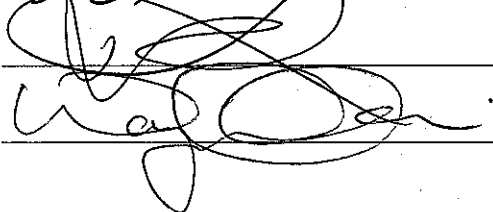
For the Association



Karen Shortt







Re: Union Proposal UB1

The College will provide the Union with a letter (outside the Collective Agreement), worded as follows:

[Date]

VCCFA
(insert address)

Attention: Ms Karen Shortt, President

Dear Karen:

Re: Salary Stipend

Further to our discussions regarding the net zero salary stipend referred to in Letter of Understanding 7 of the Common Agreement (the "Stipend"), I am writing to confirm the College's intent to continue discussions regarding ways in which the stipend might be achieved for the Association's members within the parameters of the applicable government mandate.

If and to the extent that it would be possible under the applicable government mandate to use any savings arising from the College's implementation of biweekly payroll covering the Association's bargaining unit to fund all or part of the Stipend, the College agrees:

- i. to engage in discussions with the Association to determine whether or not any such savings have in fact been achieved, and if so the amount of such savings; and
- ii. to share with the Association the relevant financial information that the parties reasonably require to make this determination.

Yours very truly,

Re: Union Proposals UB4 and UH21

1. Renew Appendix XVII and amend as follows:

APPENDIX XVII ASSISTANCE FOR INSTRUCTORS TEACHING STUDENTS WITH DISABILITIES LETTER OF UNDERSTANDING

The College acknowledges that some instructors may require additional resources to provide an appropriate learning environment for students with disabilities.

To assist instructors working with students with disabilities, the College will:

1. Provide workshops to assist instructors in achieving success for students with disabilities that include the accommodation process, available resources for students and instructors, classroom-student-instructor management and instructional support.
2. Provide mentoring, assistance or training for instructors who teach students with disabilities.

~~The College and the Association will establish a joint subcommittee to do the following:~~

- ~~1. Review existing procedures and establish processes for accessing and providing support.~~
- ~~2. Identify available instructional support and services for instructors teaching students with disabilities.~~
- ~~3. Review and make recommendations regarding the preparation and distribution of~~
~~information bulletins or brochures that identify all available instructional support and services available for instructors teaching students with disabilities.~~
- ~~4. Conduct a survey of instructors to obtain comments on how best to meet their needs related to working with students with disabilities.~~

~~The joint subcommittee will be established under Article 3.11, and will be comprised of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The joint subcommittee will establish a mutually agreed upon meeting schedule.~~

~~The goal of the joint subcommittee will be to conduct the review and provide a report to the parties outlining its findings and recommendations regarding the above points by March 31, 2012.~~

2. The College will provide the Union with a letter (outside the Collective Agreement), worded as follows:

[Date]

VCCFA
(insert address)

Attention: Ms Karen Shortt, President

Dear Karen:

Re: Students with Disabilities

Further to our discussions regarding the report of the joint subcommittee established under Appendix XVII of the 2010-2012 Collective Agreement between VCC and the VCCFA (the "Report"), I am writing to confirm the College's intent to establish a multi-party advisory committee (the "Advisory Committee") to assist VCC in providing an appropriate learning environment for students with disabilities.

The Advisory Committee will consist of the following representatives:

- Two VCC administrators, appointed by the Vice President, Education and Student Services;
- Two VCC faculty members, appointed by the VCCFA;
- Two VCC support staff members, whom the College will invite CUPE Local 4627 to appoint; and
- Two students, whom the College will invite the Students' Union of VCC to appoint.

The Advisory Committee's mandate will be to do the following:

- Review and discuss the Report;

- Review and discuss issues brought forward to the Advisory Committee pertaining to the process for accommodating students with disabilities, available resources and support mechanisms for disabled students and employees who interact with such students as part of their assigned duties, and other means for providing an appropriate learning environment for students with disabilities; and
- Provide recommendations to the Vice President, Education and Student Services arising out of the discussions outlined above, by January 14, 2014.

The College will ask the relevant parties to appoint their representatives to the Advisory Committee without delay, and will request that the Advisory Committee hold its first meeting as soon as possible.

Yours very truly,

Re: Union Proposals UB12 and UB13

Add the following as a new Appendix:

APPENDIX

RETIREMENT AND SUCCESSION ISSUES

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss the following:

- mechanisms for assisting existing faculty to transition into retirement, and for recruiting new faculty; and
- succession planning and the creation of mentoring opportunities.

The joint subcommittee will be established under Article 3.11, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each. The joint subcommittee will establish a mutually agreed upon meeting schedule.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by January 30, 2014.

This Letter of Understanding will expire on the date of completion of the subcommittee's report or the expiry of the Collective Agreement, whichever occurs first.

Re: Union Proposal UB17

Insert the following as a new Article 31:

31 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. Every faculty employee is entitled to exercise academic freedom in the performance of their duties.

Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- a) Freedom in the conduct of teaching;
- b) Freedom in undertaking research and making public the results thereof;
- c) Freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

Re: Union Proposal UF1

The College will provide the Union with a letter (outside the Collective Agreement), worded as follows:

[Date]

VCCFA

(insert address)

Attention: Ms Karen Shortt, President

Dear Karen:

Re: Continuing Studies Program Reviews

Further to our discussions, I confirm that Vancouver Community College has embarked on a process to review our Continuing Studies programs. Each program review will determine, among other things, whether the program should be continued, amended or terminated, how the program should be structured, and where it should be located.

The reviews are being conducted through the College's program review process, which involves significant employee participation. During these program reviews, the College would be pleased to hear and consider any views or suggestions the VCCFA may wish to offer.

If the College determines that any of the Continuing Studies programs are to be moved into one of the Schools where the instructors are represented by the VCCFA, the College will engage in consultation with the VCCFA under Article 3.11.2 regarding the integration.

Yours very truly,

Re: Union Proposals UH3 and UH7

- Renew the March 19, 2008 Memorandum of Settlement and January 27, 2009 Memorandum of Agreement regarding the entitlement of term instructors to maternity and/or adoption leave, and insert into the Collective Agreement as a new Appendix. Amend the collective agreement references to the 2012-2014 Collective Agreement.
- Amend the chart in Appendix III-B by replacing "ee" with "employee" in the last column.

Re: Union Proposal UH5

Update Appendix II so that it accurately lists the names of the current departments and areas.

Re: Union Proposals UH18 and UH24

- Renew Appendix XIV and replace "IRA" with "Department Leader" throughout that Appendix.
- Amend the first page of Appendix XIV to incorporate the factors set out in Appendix XX and the work of the joint subcommittee established under Appendix XX, as follows:

APPENDIX XIV

IRA DEPARTMENT LEADER RELEASE

LETTER OF UNDERSTANDING

The parties acknowledge that the Department Leaders provide a valuable role at the College. The current responsibilities and duties of Department Leaders vary widely across the College.

Effective on ratification of this Agreement, the total amount of IRA Department Leader release time available for distribution is 5513 days in each fiscal year.

1. The total amount shall be allocated as per the following IRA Department Leader Release Chart.
 - a) Instructional departments will get a minimum of 35 days.
 - b) Instructional service departments and School of Instructor Education will get a minimum of 25 days. The School of Instructor Education (SIE) and the Learning Centre will each get 35 days.
 - c) Departments with retail activities will be recognized.
2. It is the intent of the parties that all Department Leader release days which are available for distribution under this Appendix XIV but which have not yet been allocated shall be allocated fully. Such allocation shall be determined by a joint subcommittee established under Article 3.11. Depending on the total number of release days that is available for distribution, the joint subcommittee shall consider the following guidelines:
 - i) seven release days may be allocated to each department transitioning to a new Department Leader;

- ii) five release days may be allocated to each department undergoing accreditation or a program renewal;
- iii) one release day may be allocated to the Library Public Services Department to support each accreditation or program renewal process;
- iv) any release days which remain unallocated at the end of January in each fiscal year will be allocated to departments at the discretion of the joint subcommittee, having regard to the factors outlined below.

b) The joint subcommittee shall continue the discussions between the parties regarding factors relevant to Department Leader release time, including:

- i) the ability of Department Leaders to access their professional development time or other leave periods, including replacements for these periods;
- ii) the workload of Department Leaders;
- iii) the allocation and availability of support, including clerical support, to departments and Department Leaders; and
- iv) orientation and training needs of Department Leaders.

3. It is not the intention of the College to alter the current IRA Department Leader release allocation. Any decision by the Board to alter the existing budget allocation for IRA Department Leader release will be based on significant program changes and will only be taken after consultation between the College and the Association. Any subsequent adjustments required will be made in a way that results in the least possible impact to the affected department or area.

- Revise the last section of the Appendix XIV Release Chart to show that the School of Instructor Education (SIE) and the Learning Centre will each get 35 days, and to indicate that the number of release days not yet allocated is 134.
- Delete Appendix XX.

Re: Union Proposal UH32

Amend Article 13.3.4.1 as follows:

After completing 6 consecutive years as Department Head, Assistant Department Head or Coordinator, instructors shall not be eligible to be appointed to the position they have held for a period of at least 3 years. This provision ~~may~~ shall be waived for a Department Head, Assistant Department Head or Coordinator:

- a) in departments or areas of 3 or fewer full-time equivalent instructors; or
- b) in departments where each area has 3 or fewer full-time equivalent instructors.

Re: Union Proposal UH33a

Renew the January 18, 2008 Letter of Understanding entitled "Appointment of Instructional Faculty in the School of Instructor Education", and insert into the Collective Agreement as a new Appendix.

Re: Union Proposal UH33d

Move the June 2, 2006 Settlement Agreement regarding workload profiles into the Collective Agreement as a new Appendix, with the following amendments:

1. The title of the new Appendix will be "Assigned Duty in Designated Areas".
2. Change "VCC" to "the College" and "VCCFA" to "the Association".
3. The new Appendix will contain the numbered paragraphs in the Settlement Agreement, but not the recitals.
4. Paragraphs 7 and 9 of the Settlement Agreement will be deleted.
5. Paragraph 8 of the Settlement Agreement will be deleted and replaced with the following:

The Association agrees that as at the date of ratification of this Collective Agreement, there are no outstanding issues between the parties pertaining to the establishment of an academic year and/or access to additional other assigned duty (also referred to as "ninth month duties") in other departments or areas. This shall not prevent the Association from filing a grievance regarding the interpretation or an alleged violation of this Appendix.

Re: Union Proposal UH33f

Renew the June 23, 2004 Letter of Understanding regarding the Selection of the Coordinator, Technical Services, and insert into the Collective Agreement as a new Appendix, with the following amendments:

- a. Delete the date ("June, 2004") in the title of the Letter of Understanding; and
- b. Amend the title of the position to which the Letter of Understanding applies from "Coordinator, Technical Services" to "Coordinator II, Systems and Technical Services".

Re: Union Proposal UH34

The College agrees to engage in discussions with the VCCFA regarding the location of the current education leave and professional development fund forms.

Re: College Proposal C4

1. Amend Article 5.10 as follows:

5.10 Semi-Monthly Pay Periods

The College agrees to pay all employees biweekly, on a semi-monthly pay period (24 pay periods per year). The mid-month payment will be approximately half of the net monthly pay. The end of the month payment will be made not later than the last day of each month. All employees shall be paid by direct deposit.

2. Add the following as a new Letter of Understanding:

Letter of Understanding

Movement from Semi-Monthly to Bi-Weekly Pay Periods

The College and the Association agree to the following transitional provisions, to facilitate the implementation of a bi-weekly payroll cycle for faculty:

1. The College shall engage in discussions with the Association regarding the manner and timeframe in which the implementation of biweekly payroll shall be effected, and shall put on information sessions for the affected employees to explain the new payroll system and answer any questions they may have about it.
2. The College will provide the Association with at least 60 days' notice before biweekly payroll is implemented. Such implementation shall not occur before September 1, 2013.
3. When biweekly payroll is implemented, the College will provide each faculty member with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The Advance shall not bear interest.
4. A faculty member may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of

the Advance will be deducted from the final wages owed to the faculty member.

3. Amend the format of Appendix I to reflect the introduction of biweekly payroll, as follows:

APPENDIX I

SALARY SCHEDULE AS OF APRIL 1, 2010

(New Appendix)

Step	Annual Salary	Per Diem Annual) 202 Days	Per Diem Hourly* Per Diem) 5 Hours	Biweekly Rate Annual) 26 Pay Periods
1	\$83,231	\$412.04	\$82.4080	<u>\$3,188.93</u>
2	\$77,970	\$386.00	\$77.2000	<u>\$2,987.36</u>
3	\$72,628	\$359.55	\$71.9100	<u>\$2,782.68</u>
4	\$69,655	\$344.83	\$68.9660	<u>\$2,668.77</u>
5	\$67,104	\$332.20	\$66.4400	<u>\$2,571.03</u>
6	\$64,553	\$319.57	\$63.9140	<u>\$2,473.30</u>
7	\$62,002	\$306.95	\$61.3900	<u>\$2,375.56</u>
8	\$59,450	\$294.31	\$58.8620	<u>\$2,277.78</u>
9	\$56,899	\$281.68	\$56.3360	<u>\$2,180.04</u>
10	\$54,348	\$269.05	\$53.8100	<u>\$2,082.30</u>
11	\$51,797	\$256.43	\$51.2860	<u>\$1,984.56</u>

Notes: **Biweekly Rate** = Annual Salary ÷ 26.1
Per Diem Rate = Annual Salary ÷ 202 days and **Per Diem Hourly Rate** further ÷ 5 hours
Per Diem Hourly Rate* = Annual Salary ÷ 202 ÷ 5 hours

*Note: This is used by the Banner System only.

IRA Allowance	Annual	Biweekly
Instructional Associate	6,456	<u>247.36</u>
Department Head	2,957	<u>113.30</u>
Assistant Department Head and Coordinator II	1,901	<u>72.84</u>
Coordinator I	946	<u>36.25</u>

Re: College Proposal C10

- Amend Article 13.3.3 as follows:

13.3.3 In the case of Instructional Associates, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. Appointments for Instructional Associates will be at least 6 12 months apart. At the end of the 3 year term, Instructional Associates shall return to their previous positions as instructors, or may be eligible to reapply for a second term of 3 years.

The parties agree that in order to achieve the 12-month staggering referred to above, the appointment of the Instructional Associate whose term is currently scheduled to expire on December 31, 2014 shall be extended until June 30, 2015.

Re: College Proposal C14

Appendix XXVII Review of Instructional Performance Review Process

Renew this Letter of Understanding, and change the deadline for submission of the joint subcommittee's report to the parties from March 31, 2012 to June 30, 2013.

Date: Dec 20/2012

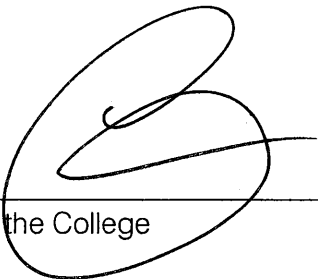
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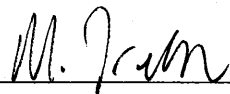
Tentatively Agreed

College Housekeeping:

For consistency and/or accuracy, make the following changes throughout the Collective Agreement:

- a. Replace "Associate Vice President Human Resources" with "Executive Director, Human Resources";
- b. Replace "Research and Strategic Services" with "Institutional Research";
- c. Replace "furnish" with "provide", and "furnished" with "provided";



For the College

For the Union

Date: Jan. 24/13

Time: 1132

Tentatively Agreed

VCCFA Housekeeping:

- UH2 Article 7.3.2: Create new calendar of statutory holiday dates for term of collective agreement, including the new Family Day.
- UH4 Renew Appendix I and revise to reflect agreements reached by the parties in bargaining.
- UH6 Renew Appendices III-A and III-B.
- UH8 Renew Appendix IV.
- UH9 Renew Appendix V.
- UH10 Renew Appendix VI.
- UH11 Renew Appendix VII.
- UH12 Renew Appendix VIII.
- UH13 Renew Appendix IX.
- UH15 Renew Appendix XI.
- UH16 Renew Appendix XII.
- UH17 Renew Appendix XIII.
- UH19 Renew Appendix XV. In the first paragraph, delete the words "for the term April 1, 2007 to March 31, 2010".
- UH20 Renew Appendix XVI.
- UH21 Renew Appendix XVII. (Deadline for submission of report to be negotiated)
- UH22 Renew Appendix XVIII.
- UH23 Renew Appendix XIX.

UH26 Renew Appendix XXII, and remove the "New Appendix" notation.

UH27 Renew Appendix XXIII, and remove the "New Appendix" notation.

UH28 Renew Appendix XXIV, and remove the "New Appendix" notation.

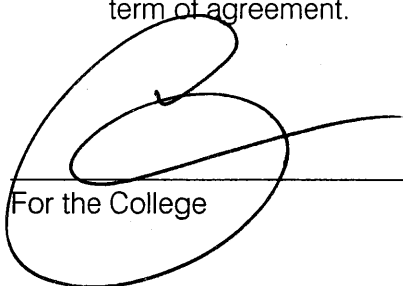
UH29 Renew Appendix XXV, and remove the "New Appendix" notation.

UH30 Delete Appendix XXVI.

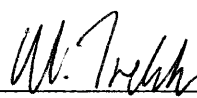
UH33 Renew the following, and include them in the collective agreement as new Appendices, with amendments as identified:

- b. Letter of Agreement re Flexible Work Agreement – Continuing Care dated February 5, 2007. Remove the references to the collective agreement dates in the second paragraph, and the date at the end of this Letter of Agreement.
- c. Letter of Agreement re Flexible Work Agreement – Practical Nursing dated February 23, 2005. Remove the references to the collective agreement dates in the second paragraph, and the date at the end of this Letter of Agreement.
- e. Letter of Understanding For the Selection of the Coordinator, Learning Centre, November 2005. Remove the date in the title.

UH35 Update the Calendar that appears at the end of the collective agreement to reflect dates for term of agreement.



For the College



For the Union

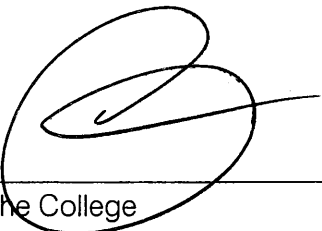
Date: Jan 24 2013
Time: 1133

Tentatively Agreed


UH14

1. Renew Appendix X.
2. Change "Board of the Association" to "Executive of the Association" in paragraph 13.1 of Appendix X.
3. Amend Article 6.6.8 as follows:

In order to accommodate professional development, the College shall provide funding in accordance with the attached Letters of Agreement: Appendix IX Professional Development Funds, Appendix XI Adjudicated Professional Development Funds and Appendix XII Common Faculty Professional Development Committee. Guidelines for the allocation of the Appendix IX professional development funds are found in Appendix X Guidelines for the Allocation of Professional Development Funds for VCCFA Members.



For the College



For the Union

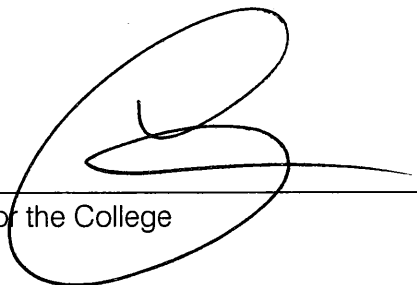
Date: Jan 24, 2013
Time: 1130

Tentatively Agreed


UB7

Add the following items to the bullet point list in paragraph 4.1 of Appendix X, after "Purchase of software":

- The cost of basic home internet service;
- Purchase of computer hardware and digital devices that are used in the performance of the employee's duties;



For the College



For the Union

Date: Jan 24 2013

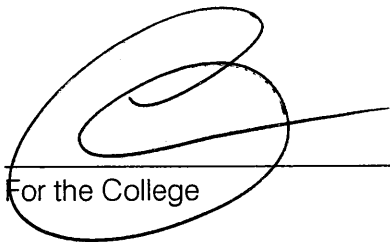
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Tentatively Agreed

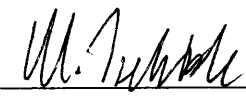
UH25

Amend Article 4.3.2.2 as follows:

Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean or Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. The process for such revisions is found in Appendix XXI Revising Area Hiring Qualifications. All recommendations for revisions to the hiring qualifications for each area shall be submitted by September 30 of each year to the appropriate Vice President for approval.



For the College



For the Union

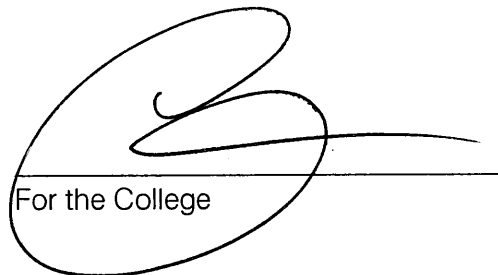
Date: Jan 24, 2013

Time: 1134

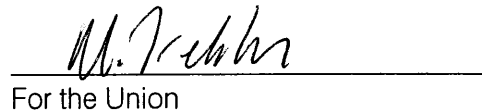
Tentatively Agreed

UH36

Amend the Common Agreement portion of the parties' collective agreement by including the amendments contained in the December 15, 2011 Faculty Common Table Memorandum of Agreement.



For the College



For the Union

Agreed Jan 24/2013



[Date]

VCCFA
(insert address)

Attention: Ms Karen Shortt, President

Dear Karen:

**Re: Letter of Agreement: New Apprenticeship Training Programs in the Diesel Department /
Waiver of Maximum Hours of Assigned Duty (August 18, 2003)**

I am writing further to our discussions regarding the above-noted Letter of Agreement (the "LoA").

As we have discussed, the heavy duty/commercial transport industry, along with the Industry Training Authority, are working towards the adoption of a new curriculum and model of delivery for the heavy duty, commercial transport, diesel engine and transport trailer technicians programs.

If adopted, this new model is likely to result in a different structure and timing of content and delivery from those contained in the current model used at Vancouver Community College. This may require changes to the compressed delivery provisions agreed to in the LoA, depending upon the needs of industry and of the faculty delivering the new model.

Since there is not as yet an implementation date for the new model, and until such time as there is confirmation of the mode of delivery, the College intends to continue to follow the provisions set out in the LoA. If and when the new model is finalized, we will enter into discussions with the VCCFA regarding any amendments to the LoA that may be required.

Should you require additional information or clarification, please do not hesitate to contact the Dean of Transportation Trades, Sandra Bailey.

Yours very truly,

Date: Jan 28/13

Time: 10:04 am

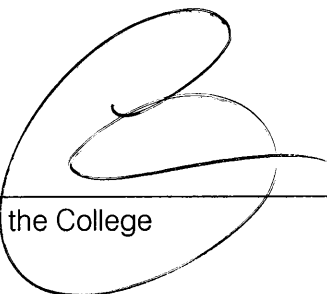
Tentatively Agreed

UD1

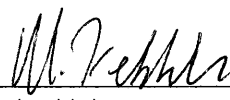
Amend Part 6 of Appendix X as follows:

6 Eligible Employees

- 6.1 Regular and term employees, employed half-time or more, who complete 7 months of service within the fiscal year shall be entitled to professional development, as described in Article 6.6.2 of the Agreement.
- 6.2 Employees returning from leave are not eligible for PD and PD funds unless they are able to perform 7 months of duty within the fiscal year.
- 6.3 Notwithstanding paragraphs 6.1 and 6.2 above, employees on approved education leave under Article 8.3 of the Agreement shall be entitled to access professional development funds under Appendix IX during such leaves.
- 6.4 Department Heads will be contacted on May 1 of each fiscal year to supply an estimate of the number of faculty in the department eligible for professional development funding.



For the College



For the Union

February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

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

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2012
FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

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

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

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

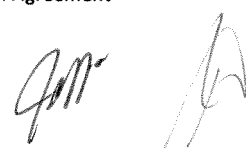
1. Article 2 – Harassment

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

"2.1 Statement of Commitment

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

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



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

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

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

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

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

2. **BC Provincial PharmaCare Formulary**

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

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

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

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

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

"Letter of Understanding – Expedited Arbitration"

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

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

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

6. **Article 17 - Term**

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

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

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

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

8. **Nicola Valley Institute of Technology**

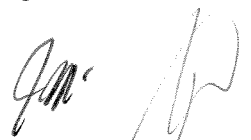
- a) Effective the date of ratification of the local parties’ Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees’ Association (FPSE Local 19) agree to the “2010 – Faculty Common Table” Settlement which is attached to this template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

9. **Article 12 – Salaries**

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

(a) “12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.



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

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

(b) "12.2 Secondary Scale Adjustment

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

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

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

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

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

(c) "12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

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

10. Sectoral Non-regular Research Project

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

11. Northwest Community College

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

12. Housekeeping

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

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

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

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

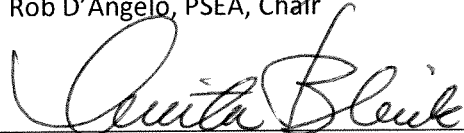
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

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

FOR THE PARTICIPATING EMPLOYERS:



Rob D'Angelo, PSEA, Chair



Anita Bleick, PSEA, CEO

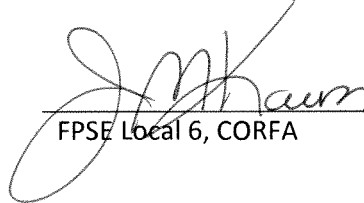
FOR THE PARTICIPATING UNIONS:



FPSE Local 3, FACNC



FPSE Local 4, DCFA



FPSE Local 6, CORFA

FPSE Local 9, OCFA



FPSE Local 10, SCFA



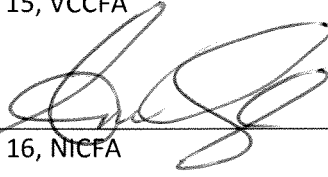
FPSE Local 11, AWU



FPSE Local 12, CCFA



FPSE Local 15, VCCFA



FPSE Local 16, NICFA

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

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

SCHEDULE 2

LETTER OF UNDERSTANDING

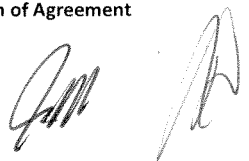
Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

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

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

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



SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

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

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

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

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

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

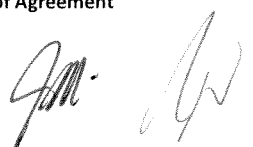
By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

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

8. Mediation

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



9. Issuance of Decision

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

10. Status of the Decision

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

11. Costs

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

12. Authority of Arbitrator

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

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

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

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

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

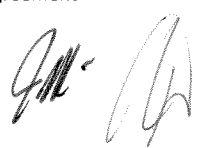
Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

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

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

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



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

3. Committee Timelines

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

3. ~~Local Joint Process~~

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

4. ~~Expiry of this Letter~~

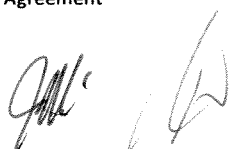
~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

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

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

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

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

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

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")
participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")
representing those of its local unions participating (and whose employers are participating) in
the Faculty Common Table

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

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

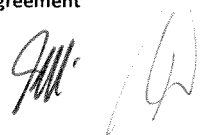
All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

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

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions as follows:

"As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, **family status**, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions."



2. Mediation

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

“2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, ***whether as a complainant or respondent***, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.”

3. Terms of Reference for Investigators

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

“2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by ***code initials-determined by the Investigator to preserve confidentiality.***
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by ***code initials*** only. However, a ***reference*** key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.”

4. Labour Adjustment Strategies: Workplace Organization

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

5. **Donor Leave**

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

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

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

6. **Joint Committee on Benefits Administration**

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

“Training for local Joint Rehabilitation Committees.”

7. **Joint Rehabilitation Committee (JRC)**

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

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

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

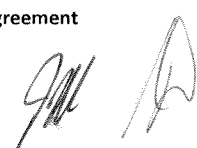
The current Article 9.3.6 will be re-numbered to 9.3.7.

8. **Common Faculty Professional Development Fund**

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

“1. Purpose

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



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

2. Process

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

3. Fund

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

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

9. Term

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

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

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

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

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

11. Joint Committee on Benefits Administration

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

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

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

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

12. Housekeeping

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

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



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- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing “2007” to read “2001” in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with “institution” by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of “institution” to read “”Institution” means a ***post-secondary institution*** that has ratified a Collective Agreement that includes this Common Agreement.”; and
- (u) any other housekeeping items mutually agreed to.

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

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

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

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

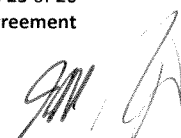
Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712



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Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

APPENDIX A

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

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a flourish.

Appendix "A"

**APPENDIX A
PROVINCIAL SALARY SCALE**

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

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