

B 402

2014 – FPSE TEMPLATE TABLE ("FTT")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the 2014 FTT

("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 2014
FTT

(FPSE locals referred to as "the Unions")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the 2014 FPSE Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Agreement together with the applicable local 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.

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

All of the terms of the 2012-2014 FPSE Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.5(c) 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 determined by the Investigator to preserve confidentiality.
- (c) The **complete** 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 **respondent** ~~alleged harasser~~. The employer will state, in a covering letter, that the

report is confidential. The report should refer to individuals involved by code 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. **Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.**

- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

- (e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file."

2. Article 3 - Employer / Union Relations

(a) Effective the date of ratification, the Employer and the Union agree to amend Article 3.2.3(d) as follows:

"3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint ~~an umpire(s) or~~ arbitrator(s) as applicable for:
 - (i) ~~Jurisdictional Disputes Resolving process~~
 - (ii) ~~Suspension and Discharge Grievance Resolution~~
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs."

(b) Effective the date of ratification, the Employer and the Union agree to delete Article 3.2.6 as follows:

~~"3.2.6 Suspension and Discharge Grievance Resolution~~

~~Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.~~

~~Process, timelines and costs will be in accordance with Article 3.2.5."~~

(c) Effective the date of ratification, the Employer and the Union agree to delete Article 3.3 as follows:

~~"3.3 Jurisdictional Dispute Resolving Process~~

~~1.1.2 Preamble~~

~~The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.~~

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

1.1.3 Process

- ~~(a) — When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.~~
- ~~(b) — For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.~~
- ~~(c) — When requested, the local parties will meet within twenty one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.~~
- ~~(d) — When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.~~
- ~~(e) — The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.~~
- ~~(f) — The Umpire will convene a hearing within twenty one (21) days of receipt of the initial referral.~~
- ~~(g) — The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.~~
- ~~(h) — The hearing will be expedited in all respects and conducted on an informal basis.~~
- ~~(i) — The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.~~
- ~~(j) — In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - ~~(i) — job elements;~~
 - ~~(ii) — past practice;~~
 - ~~(iii) — impact on industrial relations;~~
 - ~~(iv) — community of interest;~~~~

- ~~(v) — employee preference, fairness and equity;~~
- ~~(vi) — certification definition(s);~~
- ~~(vii) — and such other factors as deemed appropriate by the Umpire.~~
- ~~(k) — The Umpire will render a decision within twenty one (21) days after the conclusion of the hearing.~~
- ~~(l) — The parties will accept the decision as final and binding on each of them."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(d) Effective the date of ratification, the Employer and the Union agree to amend Article 13.3 as follows:

"The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- ~~Article 3.3 – Jurisdiction Dispute Resolution Process~~
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Article 13 – Letter of Understanding – Expedited Arbitration"

3. Article 8 – Parental Leave

Effective the date of ratification, the Employer and the Union agree to delete Article 8.5.3 as follows:

~~"8.5.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits."~~

4. Article 9 – Health and Welfare Benefits

(a) Effective the date of ratification, the Employer and the Union agree to delete Article 9.1.3 as follows:

"9.1.3 Savings

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

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(b) While not to be included in the Common Agreement, effective the first of January following the date of ratification, the Parties agree that Extended Health Benefits plans will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five (\$25).

(c) The Employers agree to amend the Extended Health Benefits plans as follows:

- (i) Effective January 1, 2017, vision care coverage shall be increased to \$500 every two (2) years.
- (ii) While not to be included in the Common Agreement, effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (iii) Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
- (iv) While not to be included in the Common Agreement, effective January 1, 2017, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

(d) While not to be included in the Common Agreement, effective the first of the month following the date of ratification, the Employers agree that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

The Unions agree that the STD benefits beyond age 65 component of all current grievances, with regard to the continuation of STD benefits beyond age 65 shall be withdrawn on a without prejudice basis; however, this is without prejudice to the positions of the Parties regarding the long term disability benefits and other components of current grievances. No new grievances on the STD issue will be advanced by any Union listed in Schedule "1" to this agreement.

5. Article 12 – Salaries

Effective the date of ratification, the Employers and the Union agree to amend Article 12 as follows:

(a) **"12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

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

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #7 – Appendix “A”, of this Memorandum of Agreement.

(b) “12.2 Secondary Scale Adjustment

12.2.1 All steps on secondary scales will be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

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

12.2.2 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) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

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

6. Article 17 – Term

Effective the date of ratification, the Employer and the Union agree to amend Article 17 as follows:

"This Agreement shall be in effect from April 1, ~~2012~~**2014** to March 31, ~~2014~~**2019**, and shall continue in force until the renewal of this Agreement."

7. Appendix A

APPENDIX A PROVINCIAL SALARY SCALE

| TEP | 01-Apr-14 to 31-Mar-15 | 01-Apr-15 ¹ to 31-Jan-16 | 01-Feb-16 ^{1,2,3} to 31-Mar-16 | 01-Apr-16 ^{1,3} to 31-Jan-17 | 01-Feb-17 ^{1,2,3} to 31-Mar-17 | 01-Apr-17 ^{1,3} to 31-Jan-18 | 01-Feb-18 ^{1,2,3} to 31-Mar-18 | 01-Apr-18 ^{1,3} to 31-Jan-19 | 01-Feb-19 ^{1,2,3} to 31-Mar-19 |
|-----|------------------------------|---|---|---|---|---|---|---|---|
| 1 | \$86,611 | \$87,477 | TBD ³ | \$87,914 | \$88,793 | \$89,237 | \$90,129 | \$90,580 | \$91,486 |
| 2 | \$81,136 | \$81,947 | TBD | \$82,357 | \$83,181 | \$83,597 | \$84,433 | \$84,855 | \$85,704 |
| 3 | \$75,577 | \$76,333 | TBD | \$76,715 | \$77,482 | \$77,869 | \$78,648 | \$79,041 | \$79,831 |
| 4 | \$72,485 | \$73,210 | TBD | \$73,576 | \$74,312 | \$74,684 | \$75,431 | \$75,808 | \$76,566 |
| 5 | \$69,829 | \$70,527 | TBD | \$70,880 | \$71,589 | \$71,947 | \$72,666 | \$73,029 | \$73,759 |
| 6 | \$67,175 | \$67,847 | TBD | \$68,186 | \$68,868 | \$69,212 | \$69,904 | \$70,254 | \$70,957 |
| 7 | \$64,519 | \$65,164 | TBD | \$65,490 | \$66,145 | \$66,476 | \$67,141 | \$67,477 | \$68,152 |
| | \$61,864 | \$62,483 | TBD | \$62,795 | \$63,423 | \$63,740 | \$64,377 | \$64,699 | \$65,346 |
| 9 | \$59,209 | \$59,801 | TBD | \$60,100 | \$60,701 | \$61,005 | \$61,615 | \$61,923 | \$62,542 |
| 10 | \$56,554 | \$57,120 | TBD | \$57,406 | \$57,980 | \$58,270 | \$58,853 | \$59,147 | \$59,738 |
| 11 | \$53,900 | \$54,439 | TBD | \$54,711 | \$55,258 | \$55,534 | \$56,089 | \$56,369 | \$56,933 |

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³ Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

8. Appendix B

Effective the date of ratification, the Employer and Union agree to amend Appendix B as follows:

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
Irene Holden
~~Deborah Lovett~~ **Betty Baxter**
Ana Mohammed
~~John Sanderson~~ **Louise Pohl**

9. Appendix D

Effective the date of ratification, the Employer and Union agree to amend Appendix D as follows:

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4 and 3.2.6:

~~Bob Blasina~~ **Irene Holden**
~~Joan Gordon~~ **Gordon**
Judi Korbin
Chris Sullivan
Colin Taylor

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

10. Letters of Understanding

(a) Effective the date of ratification, the Employer and the Union agree to delete the following Letters of Understanding:

- i. Letter of Understanding #1 – JADRC Operational Review
- ii. Letter of Understanding #2 – Employee Security and Regularization
- iii. Letter of Understanding #3 – Partial Sick Leave and Partial Disability Benefits
- iv. Letter of Understanding #4 – Respectful Working Environment
- v. Letter of Understanding #6 – 2001 Local Negotiations
- vi. Letter of Understanding #7 – Salary Stipend

(b) Effective the date of ratification, the Employer and the Union agree to renew Letter of Understanding #5 – Variant Applications of Common Agreement Provisions to the NVIT Parties.

- (c) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #8 as follows:

LETTER OF UNDERSTANDING 8

HARASSMENT INVESTIGATORS

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 **December 31 June 30, 20132015.**

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

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PB

- (d) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #9 as follows:

LETTER OF UNDERSTANDING 9

EXPEDITED ARBITRATION

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 **thirty (30)** ~~ten (10)~~ calendar days of appointment, on a rotating basis. **It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.**

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

If none of the listed arbitrators is available **to hear the grievance within thirty (30)** ~~ten (10)~~ calendar days, the local parties shall agree to another arbitrator **within thirty (30) calendar days.** ~~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*.

- (e) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

REVIEW OF COLLECTIVE AGREEMENTS

Re: Review of Collective Agreements

1. The Employers and the Union agree to establish a Joint Review Committee (the "Committee"). The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and
 - Report the committee's findings back to the parties' respective principals.
2. The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.
3. The findings of the Committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.
5. Both employers and unions will bear the cost of their respective representatives' attendance including travel.
6. The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.



- (f) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

WORKING COMMITTEE ON SECONDARY SCALES

The Employer and the Union agree to participate in a joint committee (the "Committee") with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
 - o what types of work and which employees may require salary adjustment;
 - o what the transition would entail; and
 - o what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

"Secondary Scales" is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. "Secondary Scales" are distinct from "other salary scales," which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e. not faculty.

Costs for leaves and expenses to be borne by each party.

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee will go to each party's respective principals (Institution Board and PSEA Board in the case of the Employer, and Presidents' Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018, and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

LB
AB

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 discuss process issues that may be slowing down the payment of weekly indemnity benefits under the Faculty Common Disability Plan.

The JCBA will conclude its work on these matters no later than December 31, 2015. 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 Employer and the Union agree to the following housekeeping amendments:

- (a) Amend the Table of Contents by Capitalizing the entire heading of Article 16 to "COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND."
- (b) Number each of the definitions on the "Definitions" page;
- (c) "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in ~~the Protocol Agreement dated January 29, 2013~~ "Parties" or "Common Parties definition."
- (d) "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established ~~under~~ pursuant to Article 3.2-below. of this Agreement."
- (e) "Parties" or "Common Parties" means the **following** employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - 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)
 - 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)
- (f) "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement ~~pursuant to the Protocol Agreement of January 29, 2013. The local unions and institutions are those listed in~~ (e) above."

(g) Delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the 2014 Common Agreement.

(h) Delete 9.2.1(b)(vii) as follows:

~~"Effective April 1, 2007 vision care coverage shall be doubled to a maximum benefit of \$500 every two (2) years and a minimum benefit of \$300 every two (2) years."~~

(i) Re-number existing 9.3.2 to 9.3.2(a), and add a new Article 9.3.2(b) to read as follows:

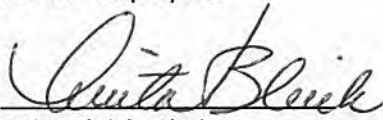
"The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009."

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Template portion of their 2014-2019 collective agreement.

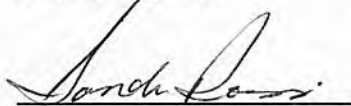
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the February 5, 2015.

For the Employers:



Anita Bleick, Chair



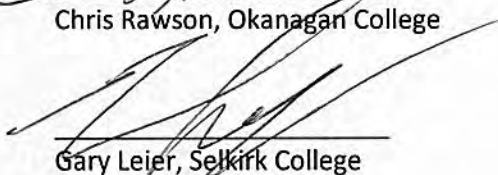
Sandra Rossi, College of New Caledonia



Sheila McDonald, College of the Rockies

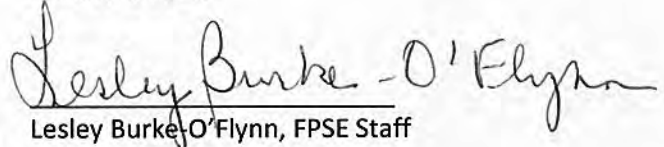


Chris Rawson, Okanagan College

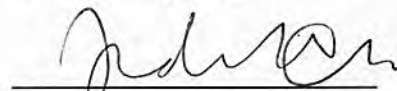


Gary Leier, Selkirk College

For the Unions:



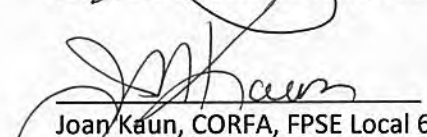
Lesley Burke-O'Flynn, FPSE Staff



Judith Hunt, CCFA, FPSE Local 12



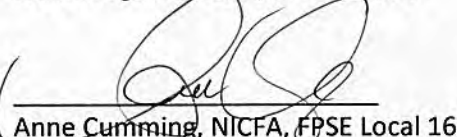
Jan Mastromatteo, FACNC, FPSE Local 3



Joan Kaun, CORFA, FPSE Local 6



Chris Maguire, DCFA, FPSE Local 4



Anne Cumming, NICFA, FPSE Local 16



Melanie Wilke

Melanie Wilke, AWU/CUPE 2409, FPSE Local 11

Melissa Munn

Melissa Munn, OCFA, FPSE Local 9

Victor Villa

Victor Villa, SCFA, FPSE Local 10

AB

SCHEDULE "1"

- 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
- 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

