

# **Memorandum of Settlement**

between the

**NORTHERN LIGHTS COLLEGE**  
(hereinafter called "the Employer")

**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)**  
(LOCAL 710 – NLC FACULTY)  
(hereinafter called "the Union")

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

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (LOCAL 710 – NLC FACULTY) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022, both dates inclusive.

**3. Effective Dates**

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

**4. Appendix "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Appendix "A".

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**5. Appendix "C"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Appendix "C" – 2019 BCGEU Faculty Common Agreement.

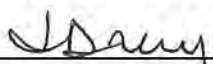
**6. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Settlement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

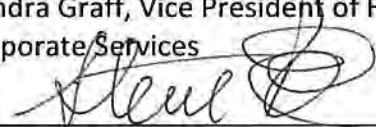
**This Memorandum of Settlement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**


Signed this 13th day of December, 2018.

BARGAINING REPRESENTATIVES  
THE FOR THE EMPLOYER:

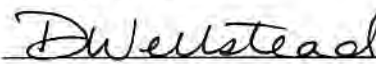
  
\_\_\_\_\_  
Jessie Drew, Executive Director of Human  
Resources & Organization Development

\_\_\_\_\_  
Anndra Graff, Vice President of Finance &  
Corporate Services

  
\_\_\_\_\_  
Steve Roe, Dean Academic & Vocational  
Programs

  
\_\_\_\_\_  
Becky Needham, Human Resource Advisor  
/Disability Manager


BARGAINING REPRESENTATIVES  
FOR THE UNION:

  
\_\_\_\_\_  
Darryn Wellstead, Bargaining Chair

  
\_\_\_\_\_  
Kathy Weaver, BCGEU Representative

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
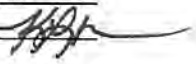
## APPENDIX "A"

### HOUSEKEEPING:

1. Use gender-neutral pronouns
2. 15.2 Work Schedules
3. 18.3 Overtime Entitlement
4. 18.6 Overtime Compensation
5. 25.1 Basic Medical Insurance
6. 27.2 Paydays
7. Appendix 1
8. Appendix 2
9. Appendix 3,
10. MOA #1- #4 - Renew
11. MOA 6 & 7 – Renew

### OTHER:

1. 5 Employer and Union Shall Acquaint New Employees
2. 8.4 Time Limits to Present Initial Grievance
3. 9 Arbitration
4. 11.1 Seniority Defined
5. 11.2 Seniority List
6. 15.7 Workload and Hours of Work
7. 15.9 Night Courses
8. 25.8 Legislative Changes
9. 27.8 Vehicle Allowance
10. 27.9 Meal Allowances
11. 31.6 Copies of the Agreement
12. 31.7 Travel Advance
13. MOA #5 International Education
14. MOA #8 Committee to Review the Collective Agreement
15. MOA #9 Paydays
16. MOA #10 Economic Stability Fund
17. New MOU – Article 25.8
18. New MOA – CETL
19. New MOA – Academic Workload
20. Appendix B List of Arbitrators

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## Offer for Settlement

between the

**NORTHERN LIGHTS COLLEGE**  
(hereinafter called "the Employer")

**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)**  
(LOCAL 710 – NLC FACULTY)  
(hereinafter called "the Union")

DATE: December 13, 2018

TIME: 2:00pm

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by Northern Lights College to the BCGEU (Local 710 - NLC Faculty) for the renewal of the 2014-2019 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

All Employer proposals are made subject to errors and omissions. The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

### Housekeeping

All tentatively agreed to housekeeping language.  
Renewal of MOA #1

### Article 5 – Employer and Union Shall Acquaint New Employees

- (a) The Employer agrees to acquaint new *Employees* with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with *Union Security* and *Dues Check-off*.
- (b) A new *Employee* shall be advised of the name and location of his/her steward. **Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.**
- (c) The *Union* shall provide the *Employee* with a copy of electronic access to the Collective Agreement and ~~descriptive pamphlets outlining the benefits covered in this Agreement.~~

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- (d) Where operational requirements permit, the *Employer* agrees that a union steward will be given an opportunity to interview each new *Employee* within regular working hours, without loss of *pay*, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new *Employee* with the benefits and duties of union membership and the *Employee's* responsibilities and obligations to the *Employer* and the *Union*.
- (e) Within 30 days of all new regular and non-regular appointments in the local the *Employer* shall notify the chair of the Instructors' Bargaining Committee and the appropriate shop steward.

#### 8.4 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.5, must do so no later than ~~ten (10)~~ fifteen (15) working days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

#### 9 Arbitration

##### 9.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within fifteen (15) working days of the receipt of the reply at the 3rd step, of its desire to submit the difference or allegations to an arbitration.

**\*Expedited Arbitration – see Common Agreement**

#### 11.1 Seniority Defined

For the purpose of this Agreement:

- (a) "Service Seniority" shall mean the length hours of continuous service as a regular Employee of the College.
- (b) ~~"Classification Seniority" for a regular Employee shall be from that date upon which an Employee is last appointed to his/her present classification with the status of a regular Employee.~~
- (c) ~~Notwithstanding the provisions of Article 11.1(b), a regular Employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an Employee takes a voluntary demotion in accordance with Article 12.5 or 12.6 of this Agreement or is demoted through no fault of his/her own. In the latter cases, the Employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is~~

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demoted together with all time spent in any higher classification within the same classification series or related series.

### 11.2 Seniority List

The *Employer* shall maintain a service seniority list showing the accrued hours of work ~~the date~~ for each regular *Employee* from the commencement of regular employment with the College. ~~commenced employment with the College~~. An up-to-date service seniority list shall be sent to the President of the Union on the 31<sup>st</sup> December annually.

### 15.7 Workload and Hours of Work

Every employee shall be assigned a designated campus or learning centre. Each hour of travel to a work location in excess of the time required to travel to and from the instructor's residence to his/her designated campus or learning centre is deemed to be equivalent to one (1) duty hour. The time required to travel from Dawson Creek to Fort St. John is defined to be ~~one (1)~~ **one and one-half (11/2)** hours; from Dawson Creek to Chetwynd one and one-half (11/2) hours; from Fort St. John to Hudson's Hope one and one-half (11/2) hours; from Fort St. John to Fort Nelson five (5) hours; and from Dawson Creek to Tumbler Ridge two (2) hours. Allowances will be made for an extension due to inclement weather.

### 15.9 Night Courses

Instructors shall not have to teach more than ~~six (6)~~ **twelve (12)** hours of night courses per week as part of their regular workload without the consent of the bargaining Principals.

### 25.8 Legislative Changes

If the premiums paid by the *Employer* for an *Employee* benefit covered by this agreement are reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the *Employees*, as may be mutually agreed between the parties.

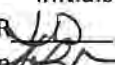

**\*See Memorandum of Understanding re Article 25.8 – Legislative Changes for clarity on the application of this Article.**

### **Memorandum of Understanding (NEW)**

#### **Re: Article 25.8 – Legislative Changes**

Changes to the Employer Health Tax or any other premium imposed for purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer Health Tax is eliminated and not replaced with another form of Employer paid benefits, Article 25.8 will be triggered.

If Article 25.8 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP savings is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

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The liability arising in this Memorandum of Understanding shall expire on March 31, 2022 unless renewed by mutual agreement of the parties.

#### 27.8 Vehicle Allowance

Vehicle allowance for all kilometres travelled on college business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover kilometres to and from the employee's place of residence only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. ~~Rates and regulations shall be established and subject to review and revision during the life of this agreement by negotiations between the parties.~~

Rates:

**As per Northern Lights Travel Policy F-3.10**

- ~~(a) Forty five cents (45) per km. (car or truck) Effective October 1, 2005~~
- ~~(b) The Joint Committee will review and make recommendations to the bargaining Principals, semi-annually, on revisions to the mileage allowance, based upon operating increases.~~

It is understood and agreed by the Principals to this agreement that no employee shall be required to use his/her personal vehicle on college business unless the employee so agrees.

#### 27.9 Meal Allowances

~~(a)~~ Employees on travel status away from their campus or learning centre shall be entitled to a meal allowance for the time spent away from their campus or learning centre.

**As per Northern Lights Travel Policy F-3.10**

~~The maximum allowance paid shall be: Effective: April 1, 2005: \$39.50 per day~~

~~Breakfast \$9.00~~

~~Lunch \$11.00~~

~~Dinner \$19.50~~

~~The parties recognize that the College Board may revise the allowances presently paid to excluded staff.~~

~~(b)~~ An employee performing his/her duties within his/her campus or learning centre area but away from his/her regular work area may claim reasonable out-of-pocket expenses, such as meals, subject to the approval of the Employer.

#### Article 31.6 Copies of the Agreement

- (a) The Employer will provide electronic access to the Agreement to all employees. A limited number of copies will be printed for distribution to the Union and Employer. The cost of such printing and distribution shall be borne equally by the parties. ~~The Employer will provide the following: three (3) copies for the Union, three (3) copies for each campus (to be retained by union steward), one (1) printed copy for each campus library, one (1) copy for each Employee, and sufficient copies for Employer use. Printing of copies for Employee use (beyond those required above) will be the responsibility of the Union.~~

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(b) The cover of the Agreement should read as follows:

Collective Agreement  
Between  
The College Board of Northern Lights College  
And  
B.C. Government and Service Employees' Union (BCGEU)  
(Local 710 NLC Faculty)  
Effective from April 1, 2019 to March 31, 2022

(c) This Agreement shall be printed in a union shop and bear a recognized union insignia.

A description of all benefit plans shall ~~accompany each agreement~~ be provided electronically to employees.

31.7 Travel Advance

Employees who are required to travel on college business, shall be provided, upon request, with an adequate travel advance to a maximum of 70% of expected costs.

NEW MOA - CETL

Memorandum of Agreement  
Between  
The College Board of Northern Lights College  
And the  
B.C. Government and Service Employees' Union (BCGEU)  
(Local 710 – NLC Faculty)

RE: Centre for Excellence in Teaching and Learning (CETL)

In keeping with the government's Sustainable Services Mandate and the associated Service Improvement Allocation, the Parties agree to create a Centre for Excellence in Teaching and Learning (CETL) at Northern Lights College. The Parties agree that the CETL will reinforce the College's focus on students by pursuing two primary objectives:

- Strengthening instructional practices across all programs through a variety of initiatives including peer-mentoring, workshops, and seminars.

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- Strengthening learning support for all students through a variety of initiatives including implementation of readily accessible tutorial services for writing and math.

Ultimately, the CETL will foster an inspiring learning environment for both instructors and students.

#### **Funds, Staffing and Phased Activities**

During Year 1, the funding allocation of \$26,300 will be used to develop activities including the delivery of Instructional Skills Workshops for new instructors, the implementation of a peer-mentoring process, and preparations for effective student tutorial services.

During Year 2 the funding allocation of \$53,300 will be used to support a part-time CETL Coordinator whose duties will include the implementation of student tutorial services in writing and math.

During Year 3 and beyond, the funding allocation of \$80,900 will be used to support a part-time CETL Coordinator who will pursue broadened initiatives related to excellence in teaching and learning.

#### **Committee Support and Executive Approval**

The CETL Coordinator will be selected through panel interviews led by the Vice President of Academics and Research. The Coordinator role will be term appointment.

The Coordinator will be supported by a CETL Committee, consisting of three Deans/Associate Deans and three representatives from BCGEU with preference given to Program Chairs.

The Committee will initially meet at set intervals, as determined by the Committee and the Vice President of Academics and Research.

The Committee will make recommendations regarding new initiatives or programs to the Vice President of Academics and Research for approval.

#### **New MOA – Academic Workload**

##### **Memorandum of Agreement #**

##### **Academic Workload Committee**

The *Union* has raised concerns regarding the contact hours of the Academic Instructors at Northern Lights College. The Union also believes that there are unintentional workload outcomes related to International Education.

Therefore, the *Employer* and the *Union* agree to establish a *joint committee* (the Committee). The purpose of the committee is to identify the problem areas, gather information and evaluate the potential effects of any proposed solutions, i.e. changed contact time, additional support, etc.

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The Committee shall be made up of two representatives chosen by the *Employer* and two representatives chosen by the *Union*. Subject to the mutual agreement of the parties, resource persons may supplement the Committee, as required.

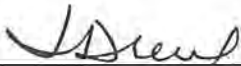
The Committee will develop a report to be shared with their respective principals. Any recommendations from the Committee regarding amendments to the Collective Agreement will be submitted to the parties' respective principals for approval.

The Committee will conclude its work no later than December 31, 2019.

Attachment

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Offer – 2019 BCGEU Faculty Common Agreement.

Agreed To:





Jessie Drew  
On behalf of Northern Lights College



Kathy Weaver  
On behalf of the BCGEU (Local 710 – NLC Faculty

Date: Dec 13, 2018

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## Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Replace her/his and his/her with "their" or "them" as appropriate and s/he with "they" wherever they appear in the collective agreement to use gender-neutral pronouns.

### 15.2 Work Schedules

(e) *Scheduling Within Existing Hours of Operation:*

Work schedules shall be determined in accordance with the provisions of Article ~~16~~17, and in accordance with the following provisions of this article.

### 18.3 Overtime Entitlement

(a) An *Employee* will be entitled to receive overtime compensation in accordance with Article ~~16~~15 of this Agreement and:

- (1) after the daily hours scheduled at the local level; or
- (2) after thirty (30) hours for an Appendix 2(a) *Employee* and thirty-five (35) hours for an Appendix 2(b) *Employee*, of duty per week.

### 18.6 Overtime Compensation

(f) ~~(3) If requested in writing prior to December 15<sup>th</sup>, an *Employee* may elect to have the payment in ii) above made to the voluntary group RRSP administered by the College.~~

Renumber clause.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 710 – NLC Faculty)

Drew

[Signature] DW

Date: Dec 12, 2018

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## Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

### 25.1 Basic Medical Insurance

All regular ~~Employees~~, whether full time or part time, may choose to be covered by the Medical Plan, for which the Medical Services Plan of BC is the licensed carrier. The ~~Employer~~ will pay one hundred percent (100%) of the regular premium.

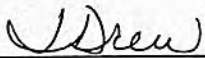
### 27.2 Paydays

- (a) Employees shall be paid at least biweekly. The first biweekly payday will fall on Friday, June 6, 2014 and will cover the pay period May 16 to May 29. Subsequent paydays and pay periods will follow at intervals of two (2) calendar weeks.
- (b) The employer will deposit the employee's pay in a chartered bank, a trust company or credit union of the employee's choice on or before the appropriate payday.
- (c) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided with an adequate advance on his/her salary.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

AGREED TO:

On behalf of Northern Lights College



On behalf of the BCGEU (Local 710 – NLC Faculty)



Date: Dec 12, 2018

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APPENDIX 1

APPENDIX 1 Excluded Classes

President (1)  
Vice President (2)  
**Associate Vice President (2)**  
Dean (3)  
Associate Dean (3)  
~~Chief Financial Officer (1)~~  
**Financial Services Manager (1)**  
~~Director of Information Technology (1)~~  
**Chief Information Officer (1)**  
Confidential Secretary (2)  
Executive Assistant (1)  
~~Payroll/Benefits Administrator (1)~~  
**Payroll/Benefits Manager (1)**  
~~Contract Services Coordinator (1)~~  
~~Director Human Resources (1)~~  
Human Resources Advisor (2) (3)  
~~Administrative Assistant (3)~~  
**Campus Administrators (3)**  
Registrar (1)  
Associate Registrar (1)  
~~Regional Director of Facilities (1)~~  
**Manager of Facilities (1)**  
Executive Director, NLC Foundation (1)  
~~Executive Director, Communications and Community Relations (1)~~  
~~Manager, Health, Safety and Environmental Advisor (1)~~  
Director of Marketing and Communications (1)  
**Director of International Education (1)**  
**Director of Aboriginal Education (1)**  
**Director of Capital Projects (1)**  
**Director, Student Services (1)**

AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 710 – NLC Faculty)





Date: Dec 12/2018

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## APPENDIX 2

### Housekeeping

#### APPENDIX 2- Classifications

##### 1.1 Appendix 2(a) Employees

Instructors  
Librarians\*  
Chairs\*\*

\*Will work a thirty-five hour workweek. Librarians and Chairs will be considered as Instructors for the purposes of professional recognition and vacation.

\*\*Incumbents to Chairs' positions at April 1, 2007, will retain full Appendix 2(a) entitlements.

##### 1.2 Appendix 2(b) Employees

Aboriginal Student Advisor  
Admissions Officer  
~~Community Relations Director~~  
Coordinator of International Education  
Continuing Education Coordinators  
First Nations Coordinator of Aboriginal Relations and Services  
~~Campus Network/Computer Sciences Coordinator (LAN Administrator)~~  
~~Wellness Coordinator~~  
Coordinator of Student Development  
Disability Services Coordinator  
Learner Support Specialist

The *Union* agrees to the removal of specific names from the Collective Agreement.

#### AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 710 – NLC Faculty)





Date: Dec 12, 2018

MOA Initials

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## Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

### Appendix B – Revise

#### List of Arbitrators

See Common Agreement

Bob Blasina  
Joan Gordon  
Judi Korbin  
Vince Ready  
Chris Sullivan  
Colin Taylor

Renew Memorandum of Agreement #2 – Long-Term Disability

Renew Memorandum of Agreement #3 – Reading Break

Renew Memorandum of Agreement #4 – Integration with the University of Northern British Columbia

Renew Memorandum of Agreement #6 – Faculty Flextime

Renew Memorandum of Agreement #7 – Continuing Education

Delete Memorandum of Agreement #8 – Committee to Review the Collective Agreement  
– Work is complete

Delete Memorandum of Agreement #9 – Paydays  
- Work is complete

Delete: Effective April 1, 2019: Memorandum of Agreement #10 – Economic Stability Dividend

#### AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 710 – NLC Faculty)

Udrew

KBR Dw.

Date: Dec 12, 2018

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REVISE:

Memorandum of Agreement #5

International Education

See Common Agreement

~~Northern lights College does not presently have an International Education Program (i.e. no Employee of Northern Lights College travels outside Canada an the US to perform assigned work pursuant to the Employees' Collective Agreement.~~

~~In these circumstances Article #9 – International Education does not apply to Northern Lights College.~~

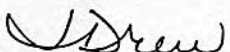
~~In the event that Northern Lights College establishes an International Education Program, then the parties agree to meet and review Article #9 – International Education and make any agreed upon variations which will meet the needs of Northern Lights College and its Employees.~~

~~In the event that an Employee of Northern Lights College travels outside Canada and the US to perform assigned work pursuant to the Employees Collective Agreement then that work will be performed in accordance with Article #9 – International Education subject to agreed upon variations.~~

AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 710 – NLC Faculty)



Date: Dec 12, 2018

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Employer Proposal  
Date: Nov 1, 2018  
Time: 1115 am

2019 – BCGEU FACULTY COMMON TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 BCGEU Faculty Common Table

("the Employers")

and

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

representing those of its local unions participating (and whose employers are participating) in  
the 2019 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 BCGEU Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local Memorandum of Settlement 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 April 1, 2019, unless otherwise specified.

All of the terms of the 2014-2019 BCGEU Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

... Amend the last paragraph of article 2.2.1 to reflect the changes in the BC's Human Rights Code 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 **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a**

**criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.**

## 2.3 Procedures

### 2.3.1 Local Informal Processes

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

### 2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to ~~his/her~~ **their** terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment. **This does not preclude representation by staff who may be lawyers.**

**Where the complainant or respondent is not a member of the union, and therefore not covered by this agreement, and is represented by legal counsel, the Employer will attempt to provide the Union with notice in advance of any formal proceedings, as is practicable.**

### 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.

Consensual mediation will require the agreement of the complainant and the ~~alleged harasser~~ **respondent** to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the ~~alleged harasser~~ **respondent** must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve(12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.



#### 2.3.4 Investigation

Where either the complainant or ~~alleged harasser~~ **respondent** does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from the list of investigators in Appendix B.

An investigator will be appointed within ten (10) working days of referral.

The referral should, where possible, include a written statement from the complainant and the ~~alleged harasser~~ **respondent** which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

#### 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 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~~ **respondent**. 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. **The employer may redact information from the 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.

## 2.4 Findings

2.4.1 The employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

2.4.2 The determination will:

- (a) state the action(s), if any, to be taken or required by the employer;
- (b) include, where appropriate, a statement of exoneration.

## 2.5 Rights of the Parties

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the **Parties will normally recommend to the Human Rights Tribunal to set aside the Human Rights Code complaint** will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

2.5.1 The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding."

... No changes to Articles 2.6 and 2.7

## 2.8 ~~Relation to Other Agreements~~ **Individuals not covered by this agreement**

Where a complaint under Article 2 involves individuals who are **not** covered by ~~another~~ **this** collective agreement the local parties will meet to clarify and agree upon a procedure.

## 2. ARTICLE 3 - EMPLOYER/UNION RELATIONS

### 3.1 Human Resources Database

The Parties believe that their ~~on-going~~ **ongoing** and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, ~~Training and Technology~~ **Skills and Training** continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

#### 3.1.1 Relevant Matters include:

- (a) Health and Welfare
  - (i) Benefit Plan Designs
  - (ii) Participation rates
  - (iii) Premiums
  - (iv) Cost sharing
  - (v) Commission costs
  - (vi) Carrier contracts
- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) FTE, headcount, placement on scale, appointment status
  - (iii) Demographics: age and gender
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
  - (ii) Local Letters of Understanding

## 3.2 Joint Administration and Dispute Resolution Committee

### 3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of ~~five (5)~~ **three (3)** representatives of the employers and ~~five (5)~~ **three (3)** representatives of the ~~BCGEU Provincial Bargaining Council.~~ **Where appropriate, additional representatives may be added as resources, by mutual agreement.**

### 3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be ~~called~~ **held** within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of ~~six (6)~~ **four (4)** representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

### 3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of ~~collective agreements~~ **the Common Agreement.**
- (b) Provide a forum for dialogue between the Parties respecting **sectoral** 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 arbitrator(s) as applicable for Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

### 3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

### 3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

### 3.3 Expedited Arbitration

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### 3.3.1 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 **the time limit for referral to arbitration under the local agreement provisions** ~~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.

#### 3.3.2 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.

### 3.3.3 Expedited Arbitrators

The following arbitrators shall be selected ~~on the basis of the person who is first available to hear the grievance~~ **based on earliest availability** 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.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- **Corrin Bell**
- **Julie Nichols**

If none of the listed arbitrators are available, the local parties shall agree to another arbitrator.

*... No changes to the remainder of this Article.*



3. ARTICLE 6 - JOB SECURITY

*The provisions of Article 6.6.6 will be amended as follows:*

6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support **such as resolving delivery platform software or server problems for** to students taking distributed learning courses.

*All other provisions under this Article will remain unchanged.*

4. ARTICLE 7 – LEAVES

*... No changes proposed for Articles 7.1, 7.2 and 7.3*

7.4 Retention of Status

An employee on approved paid or unpaid leave will retain her/his **their** employment status for the duration of the leave.

7.5 Benefits While on Leave

An employee will continue to receive her/his **their** salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

7.6 Bereavement Leave

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay. **An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of the memorial service.**

## 7.7 Family Illness Leave

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the employer.

## 7.8 Compassionate Care Leave

### 7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ 27 weeks to care for a gravely ill family member. For the purpose of this Article 7.8, "family member" is defined as one of the persons listed in Appendix H – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ 27 weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ 27 weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of ~~eight (8)~~ 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

### 7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the ~~eight (8)~~-week period specified in Article 7.8.1 above. Such additional leave shall be pursuant to Article 7.2 General Leave.

...No changes to Articles 7.9 through 7.13

#### **7.14 Leave Respecting the Death of A Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

#### **7.15 Leave Respecting the Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

#### **7.16 Leave for Domestic Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to three days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

Notwithstanding the above, in the event that legislation comes into force regarding domestic violence leave that applies to the employer, the employer will provide such leave consistent with the legislation and the employer is not required to provide leave with or without pay in excess of the requirements in such legislation.

### **5. Article 8 – Parental Leave**

Effective the date of ratification, the Employer and the Union agree to amend the language of Article 8 Parental Leave to reflect the changes in B.C.'s *Employment Standards Act* [R.S.B.C. 1996, c. 113] and Canada's *Employment Insurance Act* [S.C. 1996, c. 23] as follows:

#### **8.1 Preamble**

##### **8.1.1 Definitions**

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-

habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

- (b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

#### 8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to ~~twelve (12)~~ **six (6)** consecutive months in addition to statutory requirements. **Notwithstanding the foregoing, employees who elect the Standard Leave as defined under the *Employment Standards Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.**

#### 8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

**8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth unless the employer and the employee agree otherwise.

**8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth.

**8.2.3** for an adopting parent, within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child is placed with the parent.

#### 8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

... No change to article 8.4

## 8.5 Supplemental Employment Benefit for Maternity and Parental Leave

**8.5.1** When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first ~~two (2)~~ weeks of maternity leave, an employee shall receive one hundred percent (100%) of ~~her~~ **their** salary calculated on ~~her~~ **their** average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother, **adoptive or legally recognized parent** shall receive an amount equal to the difference between the Employment Insurance **Standard Parental EI Benefits** and eighty-five percent (85%) of the employee's salary calculated on ~~her~~ **their** average base salary.
- ~~(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.~~
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 8.5.1(c) when the employee opts for thirty-five (35) week EI benefit, spread out and paid over the 61 week period. Payroll will make this calculation.**
- (e) Provided the employee received SEB as per Article 8.5.1 (a), (b), (c) and (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.**
- (f) The average base salary for the purpose of Article 8.5.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

**8.5.2** An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the



employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

6. Article 9 - Health and Welfare Benefits

*(A) The Employer and the Union agree to amend the language of Article 9 as outlined below:*

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side. **Two union representatives will represent the BCGEU on this committee.**

9.1.2 Committee Mandate

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

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

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

9.1.3 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. ~~The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.~~

9.1.4 Costs of the Joint Committee

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

## 9.2 Specific Benefits

### 9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions (**see LOU XX**)
- (b) Extended Health Benefits
  - (i) Total lifetime coverage level will be unlimited.
  - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety five percent (95%), the existing local provision will remain in force.
  - (iii) **Effective April 1, 2019**, Hearing Aid benefit claims will be to a maximum of six hundred dollars (~~\$600~~) **\$1500** every five (5) years.
  - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
  - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
  - (vi) **Effective April 1, 2019**, eye vision exams shall be reimbursed to a maximum of ~~seventy-five dollars (\$75)~~ **one hundred dollars (\$100)** every two (2) years.
  - (vii) ~~Effective January 1, 2016~~, **November 1, 2021** the reimbursement for professional services will be amended from \$10 per visit maximum ~~for the first twelve (12) visits per calendar year to \$10~~ **\$20** 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.
- (c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

*... no further changes to the remaining provisions of the Article.*

*(B) Further to the above, while not to be included in the Common Agreement, effective April 1, 2019, the Employers agree that the Extended Health Benefits plans will be amended such that the vision care coverage shall be increased to \$650/2 years.*

(C) Further to the amendment to Article 9.2.1.(a) above, the Employers and the Union agree to the following Letter of Understanding, effective January 1, 2020:

### Letter of Understanding XX

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

## 7. Article 12 – Salaries

Effective April 1, 2019, the Employers and the Union agree to amend Article 12 as follows:

### 12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.1.1 ~~Effective the first day of the first full pay period after April 01, 2019 or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later),~~ all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.1.2 ~~Effective the first day of the first full pay period after April 01, 2020,~~ all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.1.3 ~~Effective the first day of the first full pay period after April 01, 2021,~~ all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

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.

*The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #11 – Appendix "A", of this Memorandum of Settlement.*

## 12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

12.2.1 ~~Effective the first day of the first full pay period after~~ **April 01, 2019** or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.2.2 ~~Effective the first day of the first full pay period after~~ **April 01, 2020**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.2.3 ~~Effective the first day of the first full pay period after~~ **April 01, 2021**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

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.

*... no changes to articles 12.3, 12.4 and 12.5*

## 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:

12.6.1 ~~Effective the first day of the first full pay period after~~ **April 01, 2019** or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.6.2 ~~Effective the first day of the first full pay period after~~ **April 01, 2020**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.6.3 ~~Effective the first day of the first full pay period after~~ **April 01, 2021**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

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.

8. Article 16 – Common Faculty Professional Development Fund

16.3 Fund

16.3.1 The Fund will be set at point six seven of one percent ~~(0.6%)~~ (0.7%) of faculty salary for each institution. ~~Effective February 1, 2017, the Fund will be set at point seven (0.7%) of faculty salary for each institution.~~

16.3.2 Any monies in the Fund not spent at the end of any fiscal year shall be retained by the Employer.

9. Article 17 - Term

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

“This Agreement shall be in effect from April 1, 2014 **2019** to March 31, ~~2019~~**2022**, and shall continue in force until the renewal of this Agreement.”

10. Appendix “A”

**APPENDIX A  
PROVINCIAL SALARY SCALE – to be determined**

11. LETTER OF UNDERSTANDING 2-1

**REVIEW OF BARGAINING STRUCTURE AND PROCESS**

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 sectoral agreement(s)
    - As part of their discussions, the parties will review the possible standardization of the pregnancy/parental leave (including SEB) provisions, and the grievance procedure.
  - Report the committee's findings back to the parties' respective principals.
2. The committee shall be made up of four (4) representatives chosen by the Employers and up to four (4) representatives chosen by the local unions. The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.



3. The findings of the committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective College 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. The committee will begin its work after April 1, 2015 **2020** and conclude its work no later than June 30, 2015 **2021** at which time this Letter of Understanding will expire.

12. LETTER OF UNDERSTANDING 1

~~LETTER OF UNDERSTANDING 1~~

~~TRAINING OF HARASSMENT INVESTIGATORS~~

~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, 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.~~

~~Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.~~

~~The Committee shall complete their duties by June 30, 2015.~~

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

13. LETTER OF UNDERSTANDING X

**WORKING COMMITTEE ON CONTACT TIME/INSTRUCTIONAL HOURS**

**The union has raised concerns regarding inconsistent contact time/instructional hours for instructors delivering similar programs throughout the sector.**

**The parties agree, that in order to support future local bargaining discussions regarding contact time/instructional hours, it would be beneficial for the Employer and the Union to first participate in a joint committee (the "Committee") to gather information to identify problem areas, share best practices, learn from the successes and failures, and include the evaluation of what the potential effects of changed contact time/instructional hours would have on the educational services to students now, and in future educational models. The information gathered through this committee would then support future local bargaining discussions.**

1. With respect to impacted programs, the areas of review and identification for the Committee would include:
  - a. How the student's hours of instruction are scheduled and structured in each institution. How many contact hours are required for a student to successfully complete the program?
  - b. If applicable, identify what the regulatory requirements are for a student to graduate in a program area. What adjustments might need to be incorporated if these regulatory requirements change?
  - c. How institutions schedule contact time/instructional hours for instructors in each of the impacted programs, i.e., how many contact hours/instructional hours are assigned?
  - d. Identify any current problems that exist with respect to the assignment of contact time/instructional hours.
  - e. What are the best practices in the scheduling and assignment of contact time/instructional hours? What practices result in the best educational outcomes for students?
  - f. What are the different modes of delivering instruction to students, and how are contact time/instructional hours affected?
2. The committee shall consist of:
  - Two (2) representatives from each of the five (5) employer institutions for a total of ten (10) representatives chosen by the Employers. However, one (1) of the two (2) employer representatives must have direct operational knowledge of the area being discussed.
  - Two (2) representatives from each of the five (5) union locals for a total of ten (10) chosen by the local unions. However, one (1) of the two (2) union representatives must have direct operational knowledge of the area being discussed.
  - The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.
  - One (1) administrative person provided by the Employer to record and distribute the factual information presented through the committee meetings with respect to the impacted programs reviewed under clause 1 above of this Letter of Understanding.
3. At the conclusion of the committee's work, a fact finding report will be developed and distributed to the parties that encapsulates and summarizes the information gathered by the committee.
4. In order to support the administrative expenses of the committee, a onetime fund of \$90,000 shall be established.

- These funds shall be used to support the travel expenses and administrative costs of each of the party's committee members. However, it is understood that these funds shall not be used to fund the leaves or salary expenses of the committee members.
- Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provision of the applicable local collective agreements.
- One representative from PSEA and one representative from BCGEU shall administer the fund jointly.

5. The committee will begin its work after April 1, 2020 and conclude its work no later than June 30, 2021.

#### 14. Letter of Understanding XXX

The parties agree to a Letter of Understanding regarding the Public Sector General Wage Increase (Schedule 3).

#### 15. Service Enhancement Allocation

The Parties agree that the following amounts will be available to the local parties to address improvements to services to students. The amounts below represent ongoing additional funding.

<u>Fiscal Year</u>	<u>Amount</u>
2019/2020	\$130,000
2020/2021	\$133,000
2021/2022	\$136,000

The amount allocated to each specific institution will be prorated according to that institution's payroll cost for their BCGEU bargaining unit. The Parties agree that access to the funding for each local bargaining unit is contingent upon mutual agreement to tangible improvements to service delivery for students.


#### 16. Previously agreed items


Items previously agreed and signed off between the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 BCGEU Faculty Common Agreement.


17. 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 Common Agreement portion of their 2019-22 collective agreement.


Signed by the parties at Vancouver, British Columbia, on the 1<sup>st</sup> of November, 2018.

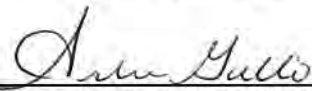
For the Employers:

  
Eric Sehn, Camosun College

  
Jessie Drew, Northern Lights College

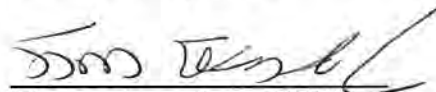
  
Amber Middleton, Coast Mountain College

  
Linda Heska, Okanagan College

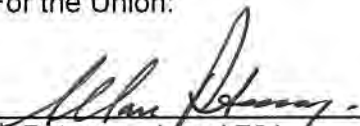
  
Arleen Gallo, Selkirk College

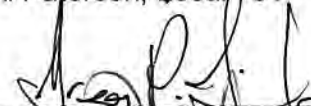
  
Michael Madill, PSEA, Chair

  
Brian Chutter, PSEA


  
Thomas Teasdale, PSEA

For the Union:


  
Al Paterson, Local 701

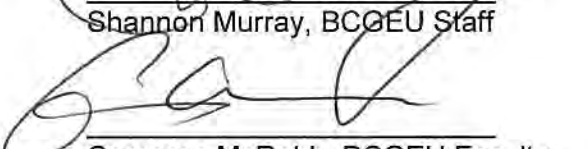
  
Greg Lainsbury, Local 710

  
Keisha Reichert, Local 712

  
Edie Lowes, Local 707

  
Dave Briggeman, Local 709

  
Shannon Murray, BCGEU Staff

  
Cameron McRobb, BCGEU Faculty Bargaining Committee Chairperson

## **SCHEDULE 1**

- Camosun College / BCGEU Local 701, Camosun College
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Northwest Community College / BCGEU Local 712, Northwest Community College
- Okanagan College / BCGEU Local 707, Okanagan College
- Selkirk College / BCGEU Local 709, Selkirk College



## **SCHEDULE 2**

Employer Proposals

Date: \_\_\_\_\_

Time: \_\_\_\_\_

#### **Appendix B – List of Investigators**

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

#### **APPENDIX B**

#### **LIST OF INVESTIGATORS**

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

- ~~Louise Pohl~~ Cheryl Otto
- ~~Betty Baxter~~ Linda Sum
- Rebecca Frame
- Irene Holden
- Deborah Lovett
- ~~Ana Mohammed~~ Jean Greatbatch
- John Sanderson
- Marli Rusen

## Appendix D – List of Arbitrators

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

### APPENDIX D

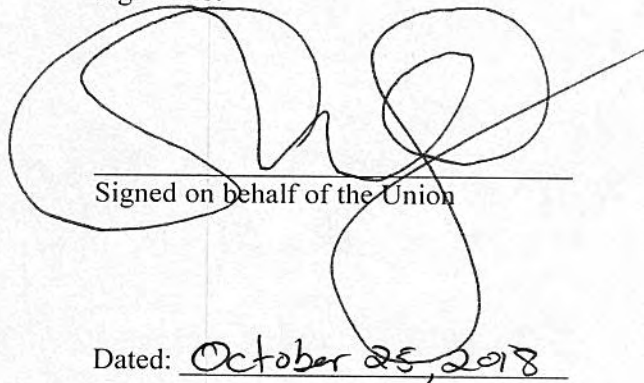
#### LIST OF ARBITRATORS

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

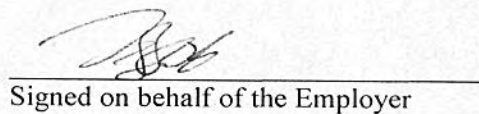
Bob Blasina  
Joan Gordon  
Judi Korbin  
Chris Sullivan  
Colin Taylor  
**Julie Nichols**

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: October 25, 2018

## ARTICLE 14 - INTERNATIONAL EDUCATION

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities while supporting international education at each institution.

The Parties agree that this Article shall govern the terms and conditions for employees who travel outside Canada and the U.S. to perform assigned work pursuant to the employees' collective agreement.

### 14.1 General

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The Employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The Employer will ensure that minutes of these meetings are recorded and provided to the Union.

### 14.2 Expenses

- (a) The Employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The Employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- (b) The Employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

### 14.3 Health and Welfare Benefits

The Employer will provide current health and welfare benefits coverage for employees working under this Article. Premiums for this coverage will continue to be paid as if the employee was continuing to work for the Employer in British Columbia.

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The Employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses.

The Employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.

(e) An employee will be referred to the Employer's Human Resources department to clarify the benefit and travel medical insurance coverage.

(f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

#### 14.4 Emergencies and Emergency Evacuation

(a) The Employer will provide an employee with ~~twenty-four (24)~~ hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an ~~apprehended~~ anticipated or actual emergency for the employee.

(b) The Employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The Employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the Union at the same time.

(c) If necessary, the Employer will contract with local specialists with respect to the safety of employees, their families and companions.

(d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if ~~she/he they~~ reasonably ~~apprehends anticipate~~ that ~~his/her their~~ health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the Employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the Employer by the employee on a mutually agreed basis.

#### 14.5 Orientation and Return

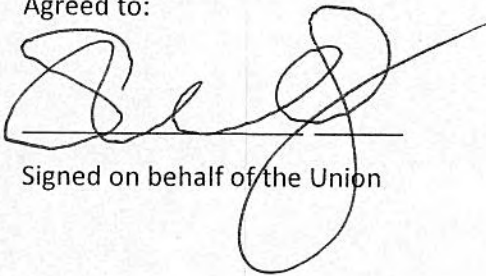
14.5.1 Employees working under this article will receive a reasonable orientation prior to departure that includes but is not limited to:

- (a) the project;
- (b) the culture and country;
- (c) travel, safety or medical concerns, benefits issues; and
- (d) other issues related to the work.



14.5.2 The Employer will arrange the scheduling of international work in such a way that an employee will be provided three (3) working days, inclusive of required travel time, between the completion of their international education assignments before assuming regular duties at the institution. This will not apply in situations where an employee elects to extend their stay through the use of vacation time.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

**Housekeeping – Memorandum of Understanding Re: Economic Stability Dividend (ESD)**

Effective March 31st, 2019 the Employer and the Union agree to delete Memorandum of Understanding Re: Economic Stability Dividend (ESD) in its entirety:

**MEMORANDUM OF UNDERSTANDING****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 1<sup>st</sup> and ending December 31<sup>st</sup> 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 (11<sup>th</sup>) month in a collective agreement year.

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

**The Economic Stability Dividend**

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

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

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

#### **Annual Calculation and publication of the Economic Stability Dividend**

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

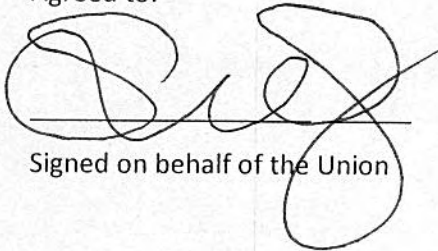
#### **Availability of the Economic Stability Dividend**

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

#### **Allowable Method of Payment of the Economic Stability Dividend**

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018



**Housekeeping – Letter of Understanding 1 – Training of Harassment Investigators**

Effective the date of ratification, the Employer and the Union agree to delete Letter of Understanding 1 – Training of Harassment Investigators in its entirety as the work has been completed:

**LETTER OF UNDERSTANDING 1****TRAINING OF HARASSMENT INVESTIGATORS**

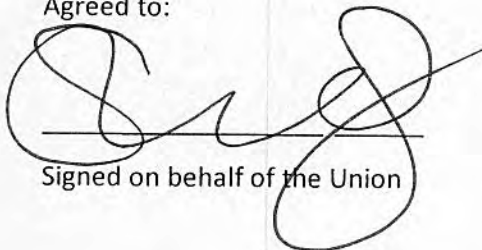
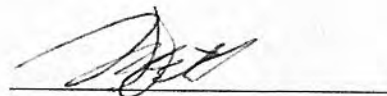
~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for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

~~Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.~~

~~The Committee shall complete their duties by June 30, 2015.~~

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

Agreed to:

  
Signed on behalf of the Union  
Signed on behalf of the Employer

Dated: 24 OCT 2018

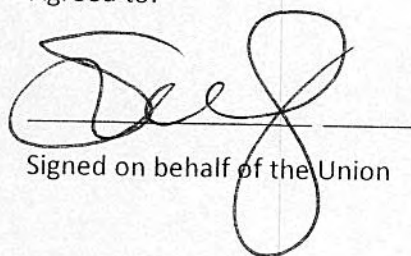


**DEFINITIONS**

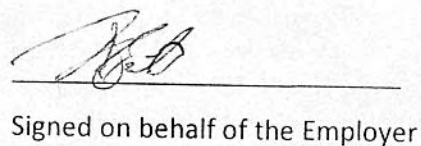
1. **"Agreement"** or **"Common Agreement"** means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. **"Collective Agreement"** means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. **"Employee"** means a person employed within a bargaining unit represented by the BCGEU that has ratified a Collective Agreement that includes this Common Agreement.
4. **"Employer"** means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. **"Institution"** means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. **"Joint Administration and Dispute Resolution Committee"** or **"JADRC"** means the committee established pursuant to Article 3.2.
7. **"Joint Labour-Management Committee"** means a committee formed by local parties with equal representation from a local union and an institution.
8. **"Local parties"** means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
9. **"Local provision"** means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
10. **"Local union"** means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
11. **"Ministry"** means the Ministry of Advanced Education, Skills and Training.
12. **"Parties"** or **"Common Parties"** means the following employers and local unions that have ratified a Collective Agreement that includes this Common Agreement:
  - Camosun College / BCGEU Local 701, Camosun College
  - Northern Lights College / BCGEU Local 710, Northern Lights College
  - ~~Northwest Community College~~ **Coast Mountain College**/ BCGEU Local 712, ~~Northwest Community College~~ **Coast Mountain College**
  - Okanagan College / BCGEU Local 707, Okanagan College
  - Selkirk College / BCGEU Local 709, Selkirk College
13. **"Post-Secondary Employers' Association"** or **"PSEA"** means the employers' association that is established for post-secondary institutions under the Public Sector Employers' Act and that is the employer bargaining agent for all institutions.

14. **"Ratification"** means the acceptance by the BCGEU and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement.
15. **"Union"** means the B.C. Government and Service Employees' Union (BCGEU).

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

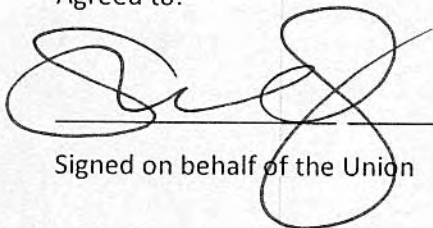
Dated: 24 OCT 2018

Housekeeping

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

- (a) Replace "Northwest Community College" with "Coast Mountain College" wherever it appears in the agreement to reflect the name change of the college.
- (b) Replace "Ministry of Advanced Education" with "Ministry of Advanced Education, Skills and Training" wherever it appears in the agreement to reflect the name change of the Ministry.
- (c) Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.
- (d) Replace "alleged harasser" with "respondent" in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

## **SCHEDULE 3**

### **Letter of Understanding XXX**

#### **Re: Public Sector General Wage Increase**

As part of the Memorandum of Settlement between the PSEA and BCGEU renewing the 2014 – 2019 BCGEU Faculty Common Agreement, the parties also agree as follows;

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019 – 2022 Common Agreement will be adjusted on the third anniversary of the 2019 – 2022 Common Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This letter of Agreement will be effective during the term of the 2019 – 2022 Common Agreement.