

Employer Proposal
Date: Jan 27, 2019
Time: 12:06 AM

2019 – BCGEU FACULTY LOCAL TABLE

between

SELKIRK COLLEGE

("the Employer")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU"),
LOCAL 709

("the Union")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 Selkirk - BCGEU Faculty Collective Agreement. The parties agree to recommend this Memorandum of Settlement together with the applicable Common Table 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 Collective Agreement will be April 1, 2019, unless otherwise specified.

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

1. Article 5 – CHECK OFF OF UNION DUES

(a) The College shall, as a condition of employment, deduct from the ~~monthly~~ **bi-weekly** wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.

...

(c) Deductions shall be made **bi-weekly**. ~~monthly in the second payroll period of each month and in~~ Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

...

2H *W*

2. CLASSIFICATION

Interim Chair/Coordinator

While not to be included in the collective agreement, the parties agree to the following:

In the event of a temporary absence of a coordinator or chair, the employer may choose to assign some of the Chair's/Coordinator's administrative duties on an interim basis to an employee in the BCGEU jurisdiction. In determining whether such assignment is needed, the following conditions must be met:

1. *Coverage by an administrator, a Chair or Coordinator is not feasible.*
2. *The Chair or Dean has completed a contract for the interim assignment which is approved by the Dean/Manager and Director of Human Resources.*
3. *The duties assigned to the employee are not reasonably construed as part of the employee's normal instructional duties. For example:*
 - *Supporting school/program marketing in consultation with the School Chair;*
 - *Supporting the Chair in mentoring and orienting new instructional staff;*
 - *Reviewing program applications from prospective students;*
 - *Supporting the Chair in scheduling courses, programs and classrooms and making recommendations on the assignment of related teaching workloads;*
 - *Assisting students, developing student education plans and directing students to instructors and/or services for further assistance; and*
 - *Supporting the Chair in dealing with student PLAR requests and assessing PLAR results or assigning this responsibility to other instructor(s).*

Such interim assignments will be offered in accordance with article 11.2 and will be compensated with a pro-rated annual stipend for the duration of the replacement assignment.

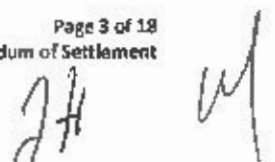
The employer reserves the right to make changes to the duties of the coordinator position in consultation with the union.

3. ARTICLE 8 – DEFINITION OF EMPLOYEES

8.5 Conversion to Regular

~~Non-regular employees who have been in the same profile base funded position for two (2) consecutive years shall receive a regular part-time contract which will state the total number of months of employment, the percentage of appointment, and the approximate start and end dates. The appointment letter will include only the eligible base funded activities. Any modification to the terms of the appointment letter would be communicated with a replacement appointment letter, four (4) months prior to the change.~~

(i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each



of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;

or

(2) to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.

(ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.

~~Effective the date of ratification, at the discretion of the employer, the appointment may be a regular full-time contract for eligible base-funded activities.~~

4. 8.8 Probation

All employees shall be regarded as probationary during the first one thousand and eighty (1080) hours of instruction in the respective program area. Employees who change program areas will be subject to a further probationary period if the change is requested/applied for by the employee.

During the probationary period the employee will be evaluated. ~~to determine whether employment will be continued.~~

Non-Regular Employees shall earn, but not be credited with, seniority during their initial probationary period. Upon successful completion of initial probation, an employee shall be credited with seniority from their initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.

Non-Regular Probationary employees shall be notified of future work opportunities for which they are qualified, unless they have been notified that they are unsuitable for future work opportunities.

The Chair shall choose the most suitable employee available prior to considering external candidates.

5. **ARTICLE 10 - SENIORITY**

10.1 Definitions

Seniority is defined as the length of service with the College within the bargaining unit and all employees shall have their seniority accumulated on an hourly basis and is subject to Article 10.2 below.

For the purpose of determining years of service, one thousand eighty (1080) hours of instructional time or one thousand three hundred seventy-four (1374) hours of instructional assistant time will constitute one (1) year of service.

Effective July 1, 2019, on a go-forward basis, one thousand five hundred and sixty (1560) hours will constitute one year of service.

6. **10.3 Seniority List**

~~The College shall provide the Union with an up-to-date employee seniority list by July 1st annually.~~ The College shall provide the Union with an employee seniority list up-to-date through June 30th by July 31st, through September 30th by October 31st and through March 31st by April 30th. It is agreed that the list will report on earnings paid.

7. **11.3 SELECTION COMMITTEES**

(b) Representation on Selection Committee

Vacancies for the positions of senior administrators (for example, Deans, Directors, Vice-Presidents, Presidents) shall be posted on the union bulletin boards in accordance with the terms of this Agreement. Local 709, Selkirk College Bargaining Unit Committee shall be entitled to select one (1) representative to serve on the selection panel established to select an individual to fill either of these positions. The Local 709 representation shall be at minimum equal in number to that allocated to the Faculty Association.

8. ~~**13.6**~~ **Calculation of Overtime Rates**

~~For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred thirty (130) and multiplied by the applicable overtime rate.~~

9. **17.1 Professional Development Leave/Course Management**

(a) A regular full-time appointment Instructor will be entitled to twenty-two (22) days Course Management or Professional Development Leave. ~~annually with full pay for the following purposes:~~

(b) Professional Development leave must be scheduled annually in the employee's instructional plan in appropriate increments that are not normally less than three (3) hours, with full pay for the following purposes:

2H

- (1) course management;
- (2) on campus seminars or courses;
- (3) conferences or conventions related to the employee's field or specialization;
- (4) visiting business and/or industrial establishments to keep abreast of technological changes;
- (5) for research or development designed to enhance the professional or educational status of the College and the individual.

The time for these activities will be mutually agreed to by the instructor and the appropriate administrator.

...

10. Article 17 – COURSE DEVELOPMENT / PROFESSIONAL DEVELOPMENT

17.2 Professional Development Fund

(a) Effective April 1, 1995 the College will establish a fund in the amount of two percent (2%) of the annual BCGEU instructional salary budget. The fund will be for approved activities as stated in Article 17.12. Balances incurred in this fund will be carried forward from year to year.

(b) The Professional Development Committee referred to in Article 17.1(b) shall administer the fund pursuant to the terms of reference set by the Joint Labour/Management Committee. The primary purpose of this fund will be to support activities which lead to a direct benefit to students. The majority of funds in any one (1) year will be directed towards short-term professional development. The actual allocation of monies of this fund shall be at the direction of this Committee.

(c) Effective April 1, 2005 a two percent (2%) Annual Professional Development Stipend will be paid to all employees as per Appendices A-2 & B-2. This stipend will be deducted from Article 17.2(a) and will be paid to all employees on a bi-weekly ~~monthly~~ basis.

(d) Refer to the Notes in Appendices A-2 and B-2 for clarity on the application of item (c) above.

(e) Effective March 31, 2022, the Professional Development fund will be closed and the remaining funds will be distributed to current employees employed prior to April 1, 2005 who have not previously retired.

(f) Following the distribution of unused balances, the provisions of 17.2(a) and (b) will no longer have effect.

11. 17.3 Common Professional Development Fund

(a) ~~Effective April 1, 2005 a common faculty professional development fund will be set at a point six of one percent (0.6%) of the annual BCGEU salary.~~

~~Effective February 1, 2017 a~~ A common faculty professional development fund will be set at a point seven of one percent (0.7%) of the annual BCGEU salary.

(b) *Purpose:* The BCGEU Common Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the employee's professional competence and effectiveness. The purpose is to assist employees to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.

(c) *Process:* The parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator or designate. The senior administrator is responsible for the final approval of applications.

While not to be included in the collective agreement: the parties agree to revise the Terms of Reference in such a way as to facilitate full utilization of the fund in each year.

12. 20.3 Dental Plan

All regular full-time employees are eligible for participation in the dental plan as provided by Manulife Financial. The cost of the plan will be borne entirely by the College. Regular part-time and non-regular employees shall receive prorated College contributions.

100%	- Plan A
80% 60%	- Plan B
50%	- Plan C, to a lifetime maximum of \$2000 per patient

13. Extended Health Benefits

While not to be included in the Collective Agreement, effective April 1, 2019, the Employer agrees that the Extended Health Benefits plan will be amended such that the massage therapy benefit shall have an annual financial limit of \$2000.00 per person.

14. 21.5 Replacement of Prescription Lenses Safety Glasses

Upon reasonable proof that damage occurred on the job, the College agrees to reimburse reasonable and customary expenses for the replacement of ~~prescription lens safety glasses. shall be replaced at no cost to the employee in the trades department. The College agrees to replace prescription lens upon reasonable proof that such damage occurred on the job.~~

15. 25.5 Indemnity (NEW)

Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees:

- (a) not to seek Indemnity against an employee whose actions result in a judgment against the Employer;
- (b) to pay any judgment against an employee arising out of the performance of his/her duties; and
- (c) to pay any reasonable costs incurred in defending the legal proceedings brought against the employee.

An employee must notify the Employer as soon as they become aware of any legal action initiated against them.

16. 29.8 Appointment of Arbitrator Step 4

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis, subject to their availability, within ninety (90) days. In the event that none of the following arbitrators are available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

- (a) Joan Gordon
- (b) Rod Germaine
- (c) Chris Sullivan
- (d) Corrin Bell
- (e) Colin Taylor
- (f) Mark Brown

17. ~~Memorandum of Understanding #1~~
~~Re: Economic Stability Dividend (ESD)~~

This Memorandum of Understanding will be deleted in its entirety.

18. APPENDIX A
Instructors' Salary Scale

The table in the Appendix A will be deleted and replaced in the following format:

Step	DATE			DATE			DATE		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly

2H
out

~~*The first day of the first full pay period after this date. For April 1, 2015 Effective April 1, 2019, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).~~

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

~~*Annual wage rates to be determined depending on the ESD.~~

19. **APPENDIX A-2**
Re: Article 17.2(c)
***Instructors' Professional Development Stipend**

The table in the Appendix A-2 will be deleted and replaced in the following format:

	DATE			DATE			DATE		
Step	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly

~~Note: *1. The Instructor Professional Development Stipend is funded entirely by the Professional Development Fund.~~

Note: The Stipend shown in the scale above is deemed to be salary for pension and all other purposes.

20. **APPENDIX B**
Instructional Assistants' Salary Scale

Instructional Assistants scales at Selkirk College will be equivalent to 80% of Appendix A.

The table in the Appendix B will be deleted and replaced in the following format:

	DATE			DATE			DATE		
Step	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly

GH *mt*

21. **APPENDIX B-2**
RE: Article 17.2(c)
***Instructional Assistants' Professional Development Stipend**

The table in the Appendix B-2 will be deleted and replaced in the following format:

	DATE			DATE			DATE		
Step	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly

~~Note: *1. The Instructional Assistant Professional Development Stipend is funded entirely by the Professional Development Fund.~~

Note: The Stipend shown in the scale above is deemed to be salary for pension and all other purposes.

~~*1 Annual Professional Development stipend rates to be determined depending on the ESD.~~

22. **APPENDIX C**
School Chair / Department Head / Coordinator Stipends
Note: Stipends will be adjusted as per Common Agreement

The table in the Appendix C will be deleted and replaced in the following format:

	DATE			DATE			DATE		
	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly

~~*1 Annual stipend rates to be determined depending on the ESD.~~

23. **Letter of Understanding-2**
Re: On-line Learning

This Letter of Understanding will be deleted in its entirety.

2H w

24. Letter of Understanding # 1 (NEW)
Service Enhancement Fund

Terms of Reference:

(a) PURPOSE

The Parties agree to create a Service Enhancement Fund (*"the Fund"*) to encourage and support innovation in instruction that will tangibly improve services to students at Selkirk College.

All BCGEU faculty members are eligible to apply for funding under the Fund.

Further, the Parties agree the Fund will be accessed by individual and/or groups of instructors who have an interest in pursuing innovative methods of instruction to improve the learning outcomes for students.

For the purposes of the Fund, 'Innovation' shall mean an instructor initiated project providing *something new or different in the method, delivery or content of instruction intended to improve the student experience, learning outcomes, accessibility and/or sustainability of programming.*

The Parties agree that the Fund should strengthen the College's focus on students by providing increasingly relevant, accessible and inspiring learning environments that combine teaching excellence, high quality courses and programs.

(b) FUNDS

The Fund will consist of funds as follows:

Year 1: \$18,750

Year 2: \$37,950

* Year 3: \$57,600

* *The Fund is expected to accrue annual contributions at this level thereafter.*

The fund will be administered on an ongoing basis, and it is the intent of the parties to fully utilize the available funds.

Funds not allocated within a calendar year will be carried over for one year only. The intent of the parties is to carry over the funds from year 1 (\$18 750) to year 2 for the purpose of focusing the Committee in establishing the administration of the Fund and raising awareness within the BCGEU faculty.

(c) FUND EXPENSES:

The following are generally considered acceptable uses of the Fund resources:

- Release time for the development of new curriculum, methods of instruction, time to collaborate with experts, etc.

- Travel Expenses required for research and development of topics related to an application
- Access to technological expenses to complete learning objects, such as pod casts and other media
- Development Assistance eg. access to software and hardware expertise, honoraria or professional services in support of instructors application or proposal
- Purchase of technology (hardware, software) required for implementation
- Materials and Supplies directly related to the initiative and not otherwise customarily provided to the employee in the performance of their duties.

It is understood that any materials, technology, hardware, or software acquired or created as part of an approved Fund initiative will remain the exclusive property of the College.

The examples provided above are for illustrative purposes only and do not constitute an exhaustive or exclusive list. Additional expenses may be approved by the Committee where the applicant demonstrates that such expenses are reasonable and necessary for the fulfillment of the application.

(d) THE COMMITTEE & PROCESS

The Innovation Fund Committee (the "Committee") will be comprised of 3 member representatives chosen by the BCGEU Bargaining Committee, and 3 representatives appointed by the College.

The Committee will meet at set intervals, as determined by the Committee. Additional meetings may be scheduled by the Vice President Education in order to consider applications of a time sensitive or exceptional nature.


The Committee will recommend which proposals are to be funded and to what level based on the individual merits of each application and the Criteria outlined below. Such recommendations shall require majority support of the Committee.

Individual applications will normally be funded to a maximum of \$10,000. However, where in the view of the Committee, funds in excess of this amount are warranted, the Committee may recommend exceeding this maximum.

Applications are to include the completed *Service Enhancement Fund Application Form* and any related supporting documentation required by the Committee to thoroughly assess the merits of the application.

In providing support for an application, the Committee will consider its impact on the delivery of services to students.

The Committee will have a designated administrator.

2H 

(e) CRITERIA & PRIORITIES:

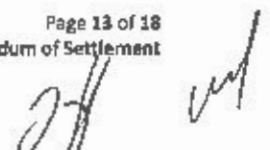
The Committee will recommend applications for Fund monies based on the following criteria:

- **Benefits to Students** – the degree to which the proposed initiative supports teaching excellence
- **Community Need** – the degree to which the proposed initiative overcomes existing obstacles to enhance accessibility, build rural capacity and better meet community needs
- **Anticipated Outcomes** – the degree to which the proposed initiative is learner focused and positively impacts the student experience, including successful career outcomes

For illustrative purposes, examples of the possible Fund initiatives are presented below:

- **Development of online theory, with face-to-face lab, practicum or shop components to improve accessibility and flexibility for students;**
- **Projects using technology to address limitations to access in remote and rural communities.**
- **Projects that design and deliver new work integrated learning activities.**
- **Projects that address accessibility issues by increasing access to online learning, education technology and service delivery**
- **Training in the use of educational technology in the classroom to enhance instruction and learning in response to changing learner needs**
- **Development of podcasts for instruction to improve and reinforce student understanding**
- **Development projects that facilitate innovation in the classroom, and industry participation.**
- **Support for design of work integrated learning experiences, engaging with industry for on site student learning.**

The Vice President of Education will make the final decision on all applications recommended by the committee. Prior to rejection of any application, the Vice President will refer the application back to the committee to address concerns of the Vice President.



25. LETTER OF UNDERSTANDING # 2 (NEW)

Re: Information Gathering

In order to prepare for the Working Committee on Contact Time and Instructional Hours outlined in the Common Agreement (dated November 1, 2018), the Parties agree to gather, share and discuss the following information in advance of the Committee's work:

- How are students' hours of instruction scheduled and structured?
- How many contact hours are required for a student to successfully complete the program?
- 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?
- How contact time/instructional hours are scheduled for instructors in each of the impacted programs i.e., how many contact hours/Instructional hours are assigned?
- Identify any current problems that exist with respect to the assignment of contact time/instructional hours.
- What are the best practices in the scheduling and assignment of contact time/Instructional hours?
- What practices will result in the best educational outcomes for students?
- What are the different modes of delivering instruction to students, and how are contact time/instructional hours affected?

This information is to be presented and discussed as part of existing Joint Labour Management meetings. This does not preclude the Parties from raising other, related issues of concern.

26. LETTER OF UNDERSTANDING #3 (NEW)
Re: Annual Union/College Leadership Forum

In order to continue to build a positive and productive relationship between the union and management leadership, the parties agree to meet annually to encourage the free flow of information between the elected BCGEU Bargaining Committee and College leadership.


For the purpose of this letter, college leadership refers to senior administrators, deans or directors, and departmental chairs. Union leadership refers to the union's elected bargaining committee, and the BCGEU Staff Representative.

The guiding principles agreed to by the parties are:

1. The intent of the Forum is to exchange information. Discussions should therefore deal with items such as collective agreement reviews, departmental updates, review of best practices, and enhancing Union/College relations. It is not a forum for decision-making or circumventing the grievance process.
2. It is recognized that this meeting does not in any way interfere with either the union's rights under the collective agreement, or management's authority and obligation to manage.
3. Both parties shall accept the responsibility for making this meeting effective. For this reason, the meeting agenda will be agreed to a minimum of two weeks in advance of the meeting in order to give the parties an opportunity to prepare for meaningful discussion on the agenda items.
4. To ensure appropriate attendance, the parties agree the Forum will be scheduled a minimum of three (3) months in advance.
5. The first meeting will be co-chaired by the BCGEU Staff Representative and the Director of Human Resources. Future meetings will be co-chaired by one designate from each of the parties.
6. Fostering a positive working relationship between the union and management is a priority. For this reason, the first meeting will be held no later than 8 weeks from the date of ratification.
7. It is the intention of the College that the VP of Education, the HR Director, members of the college executive, and departmental chairs will attend the Forum.
8. This Forum does not replace other standing operational committees and communication vehicles available to the parties such as the Joint Labour Management and the Joint Occupational Health and Safety Committee.

The intent of the parties is that there shall be two Forums held in the first year after ratification of this Agreement, and then annually thereafter unless the parties agree there is benefit in meeting more frequently.

On behalf of Selkirk College,

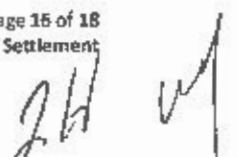


Arleen Gallo
Director, Human Resources

On behalf of BCGEU Local 709,



Dave Briggeman
Bargaining Committee Chair



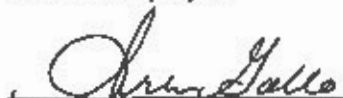
27. Previously agreed items

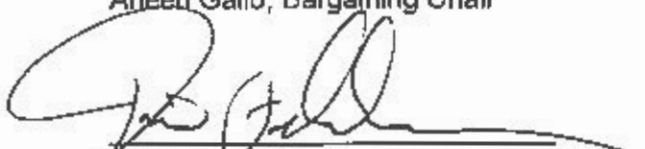
Items previously agreed and signed off between the parties during these negotiations are listed as Schedule 1 of this memorandum of settlement and included as agreed changes to the 2014-2019 Selkirk-BCGEU Faculty Collective Agreement.


28. The date of ratification will be the date the parties, 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 Castlegar, British Columbia, on January 27TH, 2019.

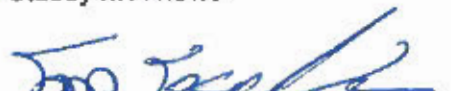
For the Employer:



Arleen Gallo, Bargaining Chair


David Feldman


Pat Bidart


Stacey Matthews



Tom Teasdale, PSEA


Twyla Hurley, PSEA

For the Union:


Dave Briggeman, Bargaining Chair
Local 709


Tom Babott, Local 709


Rob Schwarzer, Local 709


Ross White, Local 709


Mike Fenton, BCGEU



SCHEDULE 1 – PREVIOUSLY AGREED ITEMS

Gender Neutral Pronouns

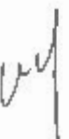
Article 2.3 - Gender Neutral

Article 22.1 – Sick Leave

Appendix D

Article 17 – Course Development / Professional Development

Memorandum of Understanding # 1 – Economic Stability Dividend



- Nov 28/18
3:25 pm

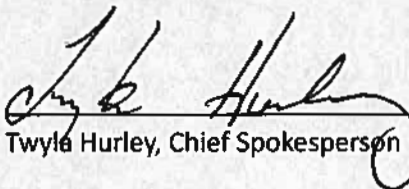
Neutral Gender Pronouns - Housekeeping

Use non-gendered language; "them", "they", and "their" in place of "he", "she", "him" and "her", where appropriate.

This proposal is not intended to change the interpretation of the collective agreement.

November 28, 2018

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER, SELKIRK:**


Twyla Hurley, Chief Spokesperson


Stacey Matthews, Selkirk College Committee
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE BCGEU, LOCAL 709 :**


Mike Fenton, Chief Spokesperson


Dave Briggeman, BCGEU Local 709 Committee
Chairperson

Article 2.3 Gender Neutral – Housekeeping

Effective date of ratification, the Employer and the Union agree to replace all references to ~~Masculine/Feminine~~ whenever it appears in the local agreement.

This proposal is not intended to change the interpretation of the collective agreement.

Replace:

2.3 Use of Singular ~~or Masculine/Feminine~~

Wherever the singular or ~~masculine/feminine~~ is used in this Agreement, it shall be construed as meaning ~~the plural or feminine/masculine, if~~ the context requires, unless otherwise specifically stated.

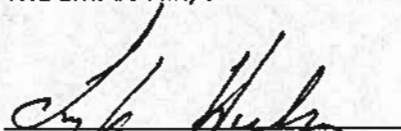
With:

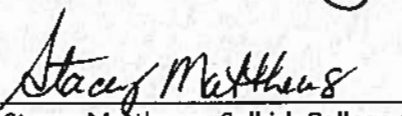
2.3 Use of Singular or Masculine/Feminine

Wherever the singular or **plural** is used in this Agreement, it shall be construed as meaning **the employee or employees**, as the context requires, unless otherwise specifically stated.

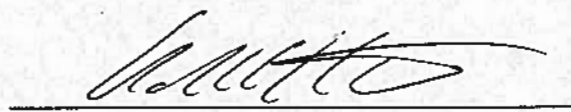
November 28, 2018


**BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER, SELKIRK:**


Twyla Hurley, Chief Spokesperson


Stacey Matthews, Selkirk College Committee
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE BCGEU, LOCAL 709 :**


Mike Fenton, Chief Spokesperson


Dave Briggeman, BCGEU Local 709 Committee
Chairperson

Article 22.1 Sick Leave – Housekeeping

Effective date of ratification, the Employer and the Union agree to amend Article 22.1 Sick Leave to keep the collective agreement current.

This proposal is not intended to change the interpretation of the collective agreement.

Replace:

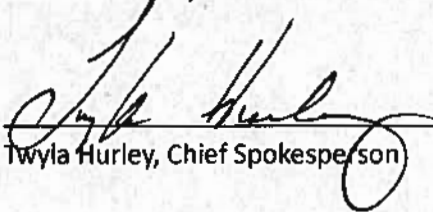
The Employers shall continue a single disability plan for the provision of disability benefits, pursuant to Article 9.3.3 in the ~~2001-2004~~ Common Agreement.

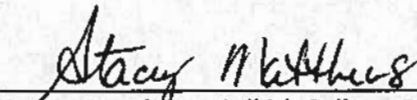
With:

The Employers shall continue a single disability plan for the provision of disability benefits, pursuant to Article 9.3.3 in the Common Agreement.

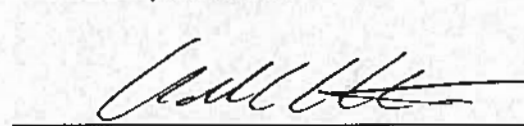
November 28, 2018

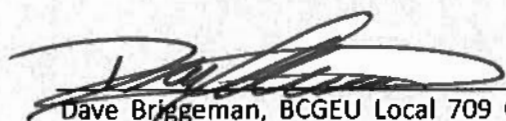
**BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER, SELKIRK:**


Twyla Hurley, Chief Spokesperson


Stacey Matthews, Selkirk College Committee
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE BCGEU, LOCAL 709 :**


Mike Fenton, Chief Spokesperson


Dave Briggeman, BCGEU Local 709 Committee
Chairperson

Appendix D – Housekeeping

Effective date of ratification, the Employer and the Union agree to amend Appendix D to change the reference numbers to provide clarity.

This proposal is not intended to change the interpretation of the collective agreement.

Amend:

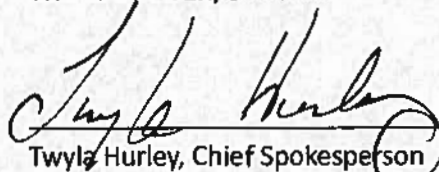
A.(i) If the individual's qualifications and experience are such that the College considers him/her to be particularly important to its program but the salary established by the placement is inadequate, up to two (2) additional steps may be granted. The use of an additional step(s) must be considered truly exceptional, and only implemented after mutual agreement with the Union.

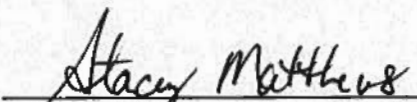
B.(ii) Individuals who would normally qualify for additional steps under B or C but do not meet the minimum qualifications for *Step 10 Scale Placement, will not receive additional steps.

C.(iii) No employee presently employed with Selkirk College and a member of the BCGEU bargaining unit shall suffer a salary reduction as a result of this Placement Formula.

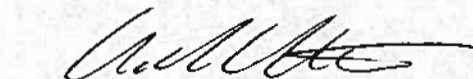
November 28, 2018

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER, SELKIRK:**


Twyla Hurley, Chief Spokesperson


Stacey Matthews, Selkirk College Committee
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE BCGEU, LOCAL 709 :**


Mike Fenton, Chief Spokesperson


Dave Briggeman, BCGEU Local 709 Committee
Chairperson

Article 17 – COURSE DEVELOPMENT / PROFESSIONAL DEVELOPMENT

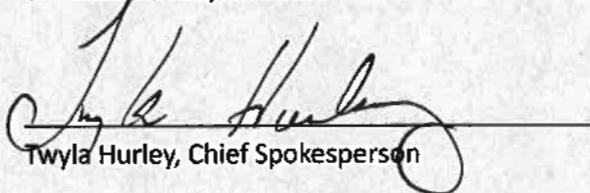
Effective date of ratification, the Employer and the Union agree to amend Article 17.1 (c) Professional Development Leave/Course Management , as outlined below.

Amend:

(c) Effective April 1, 2005 a two percent (2%) Annual Professional Development Stipend will be paid to all employees as per Appendices A-2 & B-2. This stipend will be deducted from Article 17.2(a) and will be paid to all employees on a ~~monthly~~ **bi-weekly** basis.

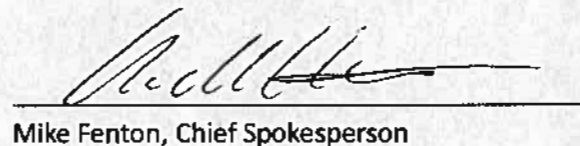
November 28, 2018

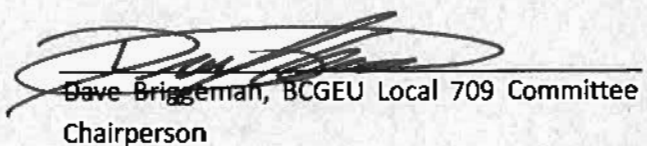
**BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER, SELKIRK:**


Twyla Hurley, Chief Spokesperson


Stacey Matthews, Selkirk College Committee
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE BCGEU, LOCAL 709 :**


Mike Fenton, Chief Spokesperson


Dave Briggeman, BCGEU Local 709 Committee
Chairperson

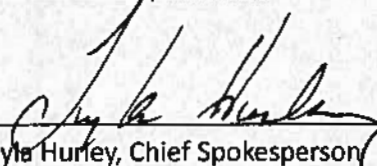
Memorandum of Understanding #1

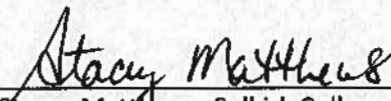
Re: Economic Stability Dividend(ESD)

Effective date of ratification, the Employer and the Union agree to delete this Memorandum from the Collective Agreement.

November 28, 2018


**BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER, SELKIRK:**


Twyla Hurley, Chief Spokesperson


Stacey Matthews, Selkirk College Committee
Chairperson

**BARGAINING REPRESENTATIVES ON BEHALF OF
THE BCGEU, LOCAL 709 :**


Mike Fenton, Chief Spokesperson


Dave Biggeman, BCGEU Local 709 Committee
Chairperson

Employer Proposal
Date: Nov 1, 2018
Time: 11:15 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 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 B**enefits 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.

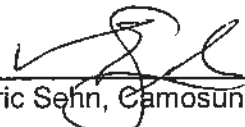
16. Previously agreed items


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 1st of November, 2018.

For the Employers:


Eric Sehn, Camosun College


Jessie Drew, Northern Lights College


Amber Middleton, Coast Mountain College


Linda Heska, Okanagan College

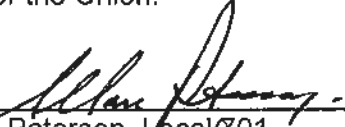

Arleen Gallo, Selkirk College



Michael Madill, PSEA, Chair



Brian Chutter, PSEA



Thomas Teasdale, PSEA

For the Union:



Al Paterson, Local 701

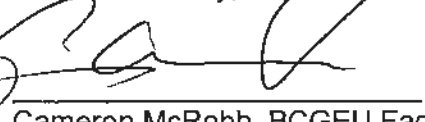

Greg Lainsbury, Local 710


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

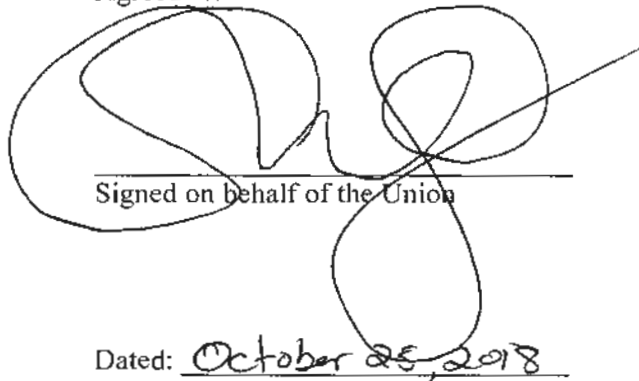
LIST OF ARBITRATORS

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

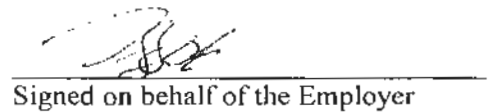
Bob Blasina
Joan Gordon
Judi Korbin
Chris Sullivan
Colin Taylor
Julie Nichols

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.

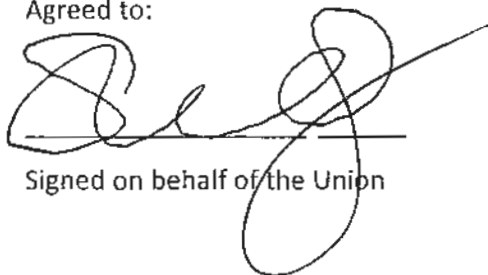
14.5 Orientation and Return

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:

A large, stylized handwritten signature in black ink, written over a horizontal line.

Signed on behalf of the Union

A smaller, more compact handwritten signature in black ink, written over a horizontal line.

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 1st and ending December 31st of the same year based upon the Gregorian calendar.~~

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

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

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

The Economic Stability Dividend

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

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

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

~~Annual Calculation and publication of the Economic Stability Dividend~~

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

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

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

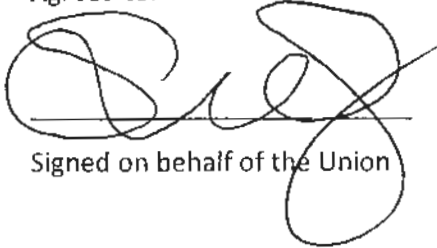
~~Availability of the Economic Stability Dividend~~

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:

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Signed on behalf of the Union

A smaller, more fluid handwritten signature in black ink, positioned above a horizontal line.

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~~**

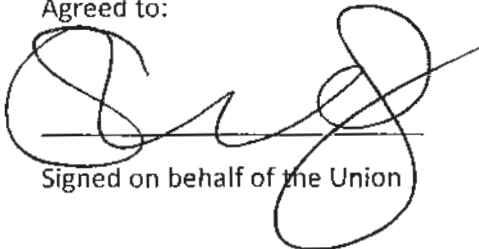
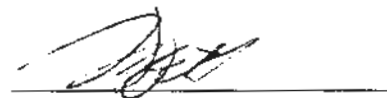
~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for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

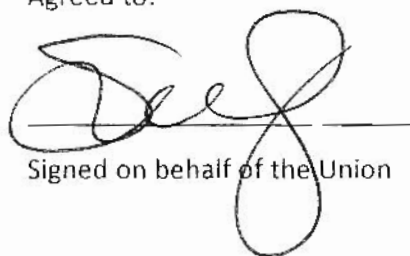

Signed on behalf of the Union
Signed on behalf of the EmployerDated: 24 OCT 2018

DEFINITIONS

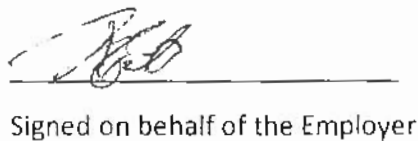
1. **"Agreement"** or **"Common Agreement"** means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. **"Collective Agreement"** means the combination of provisions of the Common Agreement with local provisions that constitute a collective 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

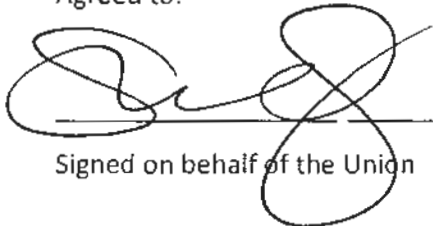
Dated: 24 OCT 2018

Housekeeping

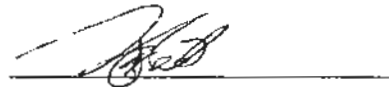
Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

- (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.