

2019 BCGEU FACULTY LOCAL TABLE

between

OKANAGAN COLLEGE

("the Employer")

and

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

LOCAL 707

("the Union")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 Okanagan College – 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 and/or strikethrough where required for clarity.

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

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

HOUSEKEEPING

Gender Neutral Review

The parties agree to utilize non-gendered language such as "them", "they" and "their" in place of "he", "she", "him" and "her", throughout the agreement where appropriate.

ARTICLE 6 – OC AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) OC agrees to provide new employees with access to this collective agreement and to acquaint them with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall also be advised of the name and location of their steward.
- (b) OC shall ~~provide~~ **notify** the bargaining unit Chairperson ~~with a list of new employees by July 1 of each year~~ **on a monthly basis**.
- (c) (1) OC agrees that a steward or designate shall be given an opportunity to meet with an individual or group of new employees (on regular and non-regular appointments) within regular working hours without loss of pay, for up to 60 minutes for the purpose of acquainting the new employees with the benefits and duties of union membership and the employees' responsibilities and obligations to the Employer and the Union.
(2) Such meetings shall be as required and arranged by the Human Resources Division, but not more frequently than once every two months.

ARTICLE 8 – APPOINTMENT CATEGORIES

8.5 Conversion to a Regular Appointment

- (a) A non-regular employee shall be reviewed for conversion to a regular appointment when:
 - (1) an employee has worked at least two consecutive years (52 consecutive pay periods) at a workload of 50% or greater (651 hours per year) for each of the two consecutive years, or
 - (2) an employee has performed a workload of at least 120% (1562 hours) over at least two consecutive years (52 consecutive pay periods).
- (b) The report of non-regular employees who have met the criteria in Clause 8.5(a) shall be reviewed every two months, and employees shall be converted to a regular appointment provided that:
 - (1) the designated supervisor, in consultation with the Department Chair, determines that a minimum ongoing regular part-time workload is available **in the immediately subsequent year** in accordance with the educational and/or budget plan;

(2) the employee's evaluations during the two consecutive years (52 consecutive pay periods) immediately preceding conversion have all been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken; and

(3) a duly constituted review committee deems the employee qualified for the work available and makes a recommendation to the designated supervisor as to whether the employee is or is not qualified. The Review Committee shall be selected by the employees on regular appointments in the appropriate program, or related programs where necessary, in collaboration with the designated supervisor, and shall consist of three employees on regular appointment from the program, including the Department Chair, if appropriate. In a program with fewer than three employees on regular appointment, a review committee shall include members from related programs to constitute a representation of three.

For the purpose of determining eligibility for conversion as outlined in Clause 8.5(a) above, replacement work shall be included. However, consideration of ongoing work may include replacement work of a known long duration, but not work resulting from a regular employee's leave with or without pay of 12 months or less.

(c) Non-regular employees who are eligible for conversion to a regular appointment in accordance with Clauses 8.5(a) and (b) above shall have the right to accrue any and all ongoing available work for which they are qualified on a seniority basis within their assigned program and centre up to a full time workload. This right of accrual for ongoing work shall be the basis for determining the actual minimum percentage for the regular appointment. Such right of accrual shall take precedence over any other employee's rights of first refusal. The exercise of this right to accrue any and all ongoing available work for which they are qualified may result in a minimum regular part-time workload being unavailable for a non-regular employee with less seniority who would otherwise qualify for conversion.

(d) The employee's conversion to a regular appointment will become effective on the first of the month following the date upon which the employee meets the conversion criteria except in cases of semesterized work where the conversion becomes effective prior to either a fall or winter intake. In such cases, the conversion date will be determined by the Dean and the Department Chair. Where there is a disagreement between the Dean and the Department Chair, the date shall be determined by the Vice-President, Education. Salary will begin on the date on which the available ongoing workload begins.

ARTICLE 9 – APPOINTMENT OF EMPLOYEES

(a) OC shall appoint employees in accordance with Article 8.

(b) *Offer of Employment for Regular Appointment and Initial Non-Regular Appointment*

The offer of a regular appointment and the initial offer for a non-regular appointment shall be provided to the candidate which includes the conditions of their appointment and the program in which they shall teach. Upon signing and delivering one copy of the offer letter to the Human Resources Department within the time period specified on the offer, the candidate shall be deemed to have accepted the appointment. Any candidate who fails to deliver a signed acceptance of an offer of appointment within

the time period specified shall be deemed to have rejected OC's offer and OC shall be entitled to consider the position vacant.

(c) *Subsequent Non-Regular Appointments*

Employees who ~~accept~~ **are offered** subsequent assignments of non-regular appointments shall be sent correspondence confirming the details of the appointment. Any appointment confirmation required to be given by OC to an employee shall be deemed to be validly given if emailed to the employee's OC email address **or the employee's second email address, if provided**. Employees must accept or reject a ~~term non-regular~~ appointment after the confirmation has been received by notifying ~~the designated supervisor~~ in writing **immediately following the instructions provided within five working days**.

(d) **No changes shall be made to the employee's appointments or contracts without prior notification to the affected employees.**

(d e) *Orientation*

At the time of initial appointment within a department, employees shall receive a general orientation **with pay** and their instructional assignments before being required to assume their assigned instructional duties.

(f) *Assigned Location*

(1) **Regular employees shall be assigned to one OC campus.**

(2) **The assigned campus shall be posted on the current seniority list for regular employees.**

ARTICLE 11 - SELECTION OF EMPLOYEES

(g) Applicants from within the bargaining unit ~~with 1302 hours and~~ who retain seniority rights per Article 20 shall be granted an interview for any regular position within the employee's department that the employee applies for provided the employee possesses the required qualification, education and experience for the position and the employee is assessed satisfactory on his or her most recent evaluation.

ARTICLE 13 – DUTIES, RESPONSIBILITIES AND WORKLOADS

13.4 Curriculum Development/Professional Development (see also Article 34)

(a) (1) *"Curriculum Development"* is defined as ongoing maintenance activities associated with assigned courses which are required to keep course materials current and relevant.

(2) *"Professional Development"* is defined in accordance with Article ~~35~~ **34** as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities. Professional Development activities contribute to the learning, development and growth of employees as Vocational Instructors.

(b) Regular employees shall be provided with a **total of 21 days** per calendar year for curriculum development, **and** professional development ~~and non-instructional duties~~ (CD/PD time). **The Employer shall not assign duties on these 21 days.**

(1) The number of CD/PD days shall be prorated for regular part-time employees in proportion to the employee's workload level.

(2) The employee shall prepare a schedule for the use of both curriculum development/professional development time and for vacation time in consultation with the Department Chair for approval by the designated supervisor. This schedule must be approved prior to any CD/PD and/or vacation time being taken, but not later than March 31. The schedule shall not be changed without the prior approval of the designated supervisor.

(3) To facilitate the scheduling of CD/PD time for regular employees, OC shall establish a "*Replacement Bank*" to cover the cost of replacement instructors. A total of 380 days will be allocated to the bank each fiscal year by OC. Days remaining in the bank at the end of one fiscal year shall be carried forward to the next year to a maximum of 30 days.

(4) Regular employees may schedule a maximum of 4 days CD/PD time for "*PD activities*" for which the replacement may be charged to the Replacement Bank described in Clause 13.4 (b)(3).

(5) Curriculum development may be completed off-campus with the permission of the designated supervisor in consultation with the Department Chair.

(c) Employees on non-regular appointments shall receive prorated curriculum development time based on a maximum entitlement of 12 working days in any one calendar year.

ARTICLE 18 – DEPARTMENT CHAIRS

18.2 Selection Procedure

A Department Chair shall be appointed according to the following procedure:

(a) All department members holding regular full-time positions shall be eligible for the position of Department Chair.

(b) The position of Department Chair shall be posted internally only.

(c) The recommendation to the OC Vice-President Education or designate of a department member for the position of Department Chair shall be determined by a secret ballot at a departmental meeting. The designated supervisor shall act as Chair for the election. Employees on regular appointment, or non-regular employees with a full-time workload who have accumulated 12 months service in accordance with Clauses 8.3 and 8.4 and whose current appointment is for a period of four consecutive months or more shall be eligible to vote. In the event of a tie, the designated supervisor and the department shall make every effort to break the tie. If a tie remains, it shall be broken by the toss of a coin.

(d) In the event that OC is unable to appoint a regular full-time employee in accordance with point (a) above, the election may be open to include regular part-time employees.

(e) Hours accrued by a regular part-time employee while serving as Chair will count for the following purposes:

- (1) seniority (Clause 20[a][1]);
- (2) annual vacation entitlement (Clause 22.1[c]);
- (3) sick leave entitlement (Clauses 23.2[a] or [b] as applicable);
- (4) health and welfare benefits (Clause 27.1[f]) and
- (5) professional development leave (Clauses ~~35~~ 34[c] and [d]).

(f) Chair duties shall not be considered as ongoing work for the purpose of assigning the minimum percentage in Clause 8.6(f). Upon conclusion of the assignment as Chair a regular part-time employee will maintain his or her minimum instructional workload except as noted in point (g) below.

(g) A regular part-time employee serving as Chair shall maintain the right to accrue additional work for which they are qualified in accordance with Clause 8.6(~~e~~ e).

ARTICLE 18 – DEPARTMENT CHAIRS

18.4 Chair Orientation

All Department Chairs, once elected, must participate in an orientation program administered by the College. Every effort will be made to provide such orientation in advance of the Department Chair's start date.

ARTICLE 22 – ANNUAL VACATION

22.4 Preference in Vacation

(a) Vacation shall be granted on the basis of seniority within a program.

~~(b) Vacation schedules will be circulated and posted by April 1 of each year.~~

~~(c)~~ **(b)** An employee who does not exercise their seniority right within two weeks of receiving the vacation schedule **submit their vacation request by March 31st** shall not be entitled to exercise ~~those~~ **their seniority** rights in respect to any vacation time previously selected by an employee with less seniority.

(d) Vacation requests that are submitted after ~~April 1~~ **March 31st** of any year may be granted, subject to the operational requirements of OC. Such requests shall not be unreasonably denied.

ARTICLE 23 – ILLNESS, INJURY AND LONG-TERM DISABILITY

23.12 Rehabilitation Committee

Given that the parties agree that they have a joint interest in preserving the integrity of the benefit programs and of ensuring employees receive appropriate support for workplace accommodations, access to benefits, rehabilitation and return to work, the parties ~~have agreed~~ as follows:

(a) The parties shall ~~form~~ maintain a Joint Rehabilitation Committee ~~which shall develop terms of reference of recommendation.~~

(b) The Joint Rehabilitation Committee shall comprise four members; two appointed by the College and two appointed by the BCGEU. The Rehabilitation Committee may invite resource personnel as needed.

(c) The Rehabilitation Committee shall meet quarterly, ~~and endeavor to make recommendations to the Joint Union Management Committee (JUMC) before June 30, 2014.~~

(d) Any changes to the Terms of Reference must be agreed to by the parties.

** From LOU#3. Renumber remaining clauses accordingly.*

ARTICLE 25 – RETIREMENT

(Reference Common Agreement, Article 11)

25.1 Retirement Notice

An employee on regular appointment may retire by giving at least 60 days' notice to their supervisor. The retirement will take effect at the end of the employee's teaching assignment or semester or an alternate date mutually agreed upon by the employee and supervisor.

~~25.1~~ 25.2 Retirement Leave or Payout

Upon retirement, an employee on a regular appointment shall be granted a leave, or at the employee's option, a cash payout, equal to 50% of accumulated sick leave.

~~25.2~~ 25.3 Retirement Allowance

An employee on a regular appointment shall receive a retirement allowance at the rate of five working days for every year of completed full-time equivalent service with OC, prorated. The initial and final years of service on regular appointment shall be prorated.

ARTICLE 26 - PARENTAL LEAVE

(Reference Common Agreement, Article 8)

~~(a) Parental leave of absence without pay shall be granted on application to the designated supervisor. The duration and other terms of the leave shall be subject to the following provisions:~~

~~—— (1) A maternity leave of absence without pay shall be granted at any time chosen by the employee during the 11 week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of a part time or temporary appointment, whichever is shorter.~~

~~(2) Parental leave of absence without pay shall be granted for up to six months, or to the expiry date of a part time or temporary appointment whichever is shorter, in a period commencing:~~

- ~~(i) with the week in which a newborn child(ren) arrives in the employee's home; or~~
- ~~(ii) with the week a child(ren) is placed in the employee's home for the purpose of adoption or permanent guardianship;~~

~~and ending 52 weeks after the week referred to in (i) and (ii) above.~~

~~(3) Application may be made for an additional period of up to, but not exceeding six months, or to the expiry date of a part time or temporary appointment, whichever is shorter.~~

~~(4) An employee who applies for and is granted leave under this article may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.~~

~~(5) An employee will continue to accrue vacation entitlement for the first six months of any leave granted under this article provided the employee returns to work for a period of not less than six months. Vacation earned pursuant to this article may be carried over to the following year.~~

~~(6) An employee who applies for and is granted leave under Clause 26(a)(1) will not be eligible for leave under Clause 26(a)(2).~~

~~(b) Where both parents are OC employees and if both parents apply for leave, the second leave request shall be limited to a maximum of 12 weeks.~~

~~(c) The employee shall give as much notice as possible, but in any event no less than two months' notice, to allow satisfactory arrangements to be made for any classes involved. This notice may be waived by OC because of extenuating circumstances.~~

~~(d) OC shall pay health and welfare benefits as defined in Article 27 for the first six months of any leave granted under this article. An employee shall reimburse OC for health and welfare benefits paid on their behalf during the remainder of the leave. If an employee fails to return to work on the pre-arranged date, monies paid by OC under this article shall be recovered.~~

~~(e) On completion of the leave, the employee shall resume their position without disadvantage in seniority, salary, or increase in salary and/or fringe benefits.~~

26.1 Preamble

(a) Definitions

(1) "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 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law partner's child/children for taxation purposes.

(2) "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.

(b) Parental leave of absence without pay shall be granted on application to the designated supervisor. The duration and other terms of the leave shall be subject to the following provisions:

(1) A maternity leave of absence without pay shall be granted at any time chosen by the employee during the 13-week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of a part-time or temporary appointment, whichever is shorter.

(2) Upon four weeks' written notice a birth mother, spouse, a biological father, common-law partner, or adoptive parent shall be eligible for parental leave.

(3) Parental leave entitlement shall be up to 35 weeks in the case the employee chooses standard leave, and up to 61 weeks in the case the employee chooses the extended leave option.

(c) Entitlement

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

26.2 Commencement of Leave

Leave taken under Article 26.1(c) shall commence:

(a) for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within 78 weeks of the birth unless the employer and the employee agree otherwise.

(b) for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within 78 weeks of the birth.

(c) for an adopting parent, within 78 weeks after the child is placed with the parent.

26.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 26. 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 26 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

- 26.4** (a) An employee who applies for and is granted leave under this article may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.
- (b) An employee will continue to accrue vacation entitlement for the first six months of any leave granted under this article provided the employee returns to work for a period of not less than six months. Vacation earned pursuant to this article may be carried over to the following year.

26.5 Return to Work

- (a) An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of the leave.
- (b) An employee who returns to work following a parental leave shall be placed in the same position that employee held prior to the leave or in a comparable position.
- (c) Upon written request, an employee on parental leave under Article 26.1(c) may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.
- (d) An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

26.6 Supplemental Employment Benefit for Maternity and Parental Leave

- (a) When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (1) For the first week of leave, an employee shall receive 100% of their salary calculated on their average base salary
 - (2) For a maximum of 15 additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and 95% of their salary calculated on her average base salary.
 - (3) For up to a maximum of 35 weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI Benefits and 85% of the employee's salary calculated on their average base salary.
 - (4) If the biological, adoptive, or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of 61 weeks the parent shall receive the same total SEB benefit amount received under Article 26.6(a)(3) when the employee opts for 35 week EI benefit, spread out and paid over the 61 week period. Payroll will make this calculation.
 - (5) Provided the employee received SEB as per Article 26.6(a)(1)(2)(3) and (4), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive 100% of their salary calculated on their average base salary.
 - (6) The average base salary for the purpose of Article 26.6(a)(1) through (4) is the employee's average base salary for the 26 weeks preceding the maternity or parental leave. If the

employee has been on unpaid leave for part of the preceding 26 weeks, then up to four weeks of that unpaid leave will be subtracted from the 26 weeks for the purpose of calculating the average base salary.

(b) 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 a receipt of Employment Insurance benefits.

ARTICLE 27 – HEALTH AND WELFARE PLANS

(Reference Common Agreement, Article 9)

27.2 Coverage for Non-Regular Appointments

Employees on non-regular appointments shall receive all health and welfare benefits detailed in Clause 27.1, providing they meet the following conditions:

- (a) appointments must be for a period of six consecutive months or more; or
- (b) employees must have worked six consecutive months or more.
- (c) An employee who has accumulated 12 months of service in accordance with Clauses 8.3 and 8.4 and whose current appointment is for a period of five consecutive months or more shall be entitled to health and welfare benefits and to contribute to the pension plan.
- (d) **Where eligible for health and welfare benefits and where the work continues and follows the Christmas break, the employee's employment is deemed to be continuous for the purpose of these benefits.**

Eligibility for health and welfare plans is governed by the policies issued by the carriers.

ARTICLE 34 – PROFESSIONAL DEVELOPMENT

~~(a) — OC and the Union recognize the value of professional development to the employee and the institution.~~

~~(b) — Professional development is defined as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities.~~

~~(c) — Employees on regular appointments shall be eligible to apply for professional development leave and financial assistance. Employees on non-regular appointments of at least sixteen weeks' duration and with 1302 hours paid at the employee's base rate, exclusive of pay in lieu of vacation or vacation shall be eligible to apply for professional development leave and financial assistance.~~

~~(d) — Professional development leave may be granted by OC to a maximum of 85 working days in any one fiscal year for employees on regular appointments and a maximum of 10 working days in any one fiscal year for employees on non-regular appointments.~~

~~_____ (1) _____ Applications for leave shall be submitted to the designated supervisor for
_____ recommendation to the Professional Development Committee normally at least one month in
_____ advance of the leave time.~~

~~_____ (2) _____ Employees on non-regular appointments who are granted professional development
_____ leave and/or financial assistance shall normally take such leave or assistance during their
_____ appointment period. Upon prior approval by the Professional Development Committee,
_____ employees may be granted financial assistance for professional development activities which
_____ occur during a period when they are not on appointment and no longer employees, provided a
_____ work assignment is available in the educational plan for the next fiscal year.~~

~~(e) _____ Professional development leave shall be subject to the following:~~

~~_____ (1) _____ Subject to Clause 35(d)(2) the leave may be taken only at a time mutually agreeable to
_____ OC and the employee.~~

~~_____ (2) _____ Contributions for employee benefits shall be continued during the leave period by OC
and _____ the employee and the leave period shall count in full for increment purposes.~~

~~_____ (3) _____ Approved leave shall be at full salary unless mutually agreed otherwise by the employee
_____ and the Professional Development Committee.~~

~~(f) _____ (1) _____ There shall be a professional development fund to support professional development
_____ activities. The fund shall be drawn from the following sources each fiscal year:~~

~~_____ (i) _____ 0.785% of the salaries of the employees covered by this article which shall be _____
_____ provided by OC;~~

~~_____ (ii) _____ twenty five dollars for each employee covered by this article which shall be _____
_____ provided by each employee as a condition of employment;~~

~~_____ (iii) _____ the savings in salaries and benefits of any employees granted leave at a reduced
_____ salary as a consequence of any arrangement made under the provisions of _____
_____ Clause 35(e)(3).~~

~~_____ (2) _____ Funds not expended in any one fiscal year shall be carried forward to the next fiscal
year.~~

~~(g) _____ (1) _____ Professional development committees, consisting of the Dean and two vocational
_____ instructors, shall be appointed for each of the following three committees:~~

~~_____ (i) _____ Health and Social Development Committee;~~

~~_____ (ii) _____ Foundational Programs, English as a Second Language and Office Administration
_____ Committee;~~

~~_____ (iii) _____ Trades and Apprenticeship Committee.~~

~~———— (2) ——— Subject to the provisions of this article, the committees shall establish, publish and work~~
~~———— within common guidelines for the review of applications for professional development leave and~~
~~———— financial assistance and for the allocation of such monies. Professional development committees~~
~~———— may establish, publish, and work within their own guidelines upon the agreement of all the~~
~~———— professional development committees.~~

~~———— (3) ——— The professional development committees shall review applications and make~~
~~———— recommendations to the Dean or designate for the granting or denial of professional~~
~~———— development leave, together with a recommendation for financial assistance should the~~
~~———— Committee recommend that the leave be granted. The Dean or designate shall approve or deny~~
~~———— professional development leave and financial arrangements, taking into account the~~
~~———— recommendations of the Committee.~~

34.1 Preamble

OC and the Union recognize the value of professional development to the employee and the institution.

(a) Professional development ("PD") for Vocational Instructors falls into three general categories: teaching methodology, subject-area competence, and professional growth. Professional growth is a category which is focused on the individual instructor. Recognizing the priority to maintain high standards of educational service, this category allows individuals to seek professional development that may go beyond the scope of their current subject area but is connected to the mission, values and goals of Okanagan College.

(b) Individual PD is defined as an application submitted by one employee for the purposes outlined in 34.1(a). Funds in support of individual requests shall be considered in the order in which they are received. Benefit to the College community will determine the priority when two or more requests have equal merit and there are insufficient funds to support both.

(c) Group PD is intended for activities, workshops, and events that are specifically arranged and designed for the needs of the group. Participation, as a group, in external conferences will still be considered as individual requests.

(d) Requests for assistance for group events which have a potential for general participation by instructors will have priority over individual requests.

(e) Retroactive applications will not normally be accepted. Under special circumstances, retroactive applications may be reviewed provided they are accompanied by a clear rationale for the retroactive application and supporting documentation.

34.2 Eligibility for Leave

Employees on regular appointments shall be eligible to apply for professional development leave and financial assistance. Access to professional development on a pro-rata basis is open to non-regular employees subject to a determination that such activity will be of benefit to the College.

34.3 Professional Development Leave

(a) Professional development leave may be granted by OC to a maximum of 85 working days in any one fiscal year for employees on regular appointments and a pro-rated amount for non-regular appointments.

(1) Applications for leave shall be submitted to the Professional Development Committee for recommendation to the designated supervisor normally at least one month in advance of the leave time.

(2) Employees on non-regular appointments who are granted professional development leave and/or financial assistance shall normally take such leave or assistance during their appointment period. Upon prior approval by the Professional Development Committee, employees may be granted financial assistance for professional development activities which occur during a period when they are not on appointment and no longer employees, provided a work assignment is available in the educational plan for the next fiscal year.

(b) Professional development leave shall be subject to the following:

(1) Subject to Clause 34.3(a)(2) the leave may be taken only at a time mutually agreeable to OC and the employee.

(2) Contributions for employee benefits shall be continued during the leave period by OC and the employee and the leave period shall count in full for increment purposes.

(3) Approved leave shall be at full salary unless mutually agreed otherwise by the employee and the Professional Development Committee.

34.4 Professional Development Funding

(a) (1) There shall be a professional development fund to support professional development activities. The fund shall be drawn from the following sources each fiscal year:

(i) 0.785% of the salaries of the employees covered by this article which shall be provided by OC;

(ii) twenty-five dollars for each employee covered by this article which shall be provided by each employee as a condition of employment;

(iii) the savings in salaries and benefits of any employees granted leave at a reduced salary as a consequence of any arrangement made under the provisions of Clause 34.3(b)(3).

(2) To ensure equitable distribution of funds, the Committee has set a maximum amount that an individual may receive from the fund in any one year. Funds will be restricted to a maximum of \$3,000 per person per fiscal year.

(3) A report showing the funds available, funds used to date, funds remaining and funds carried over will be provided to the Joint Union Management Committee every six months. Funds not expended in any one fiscal year shall be carried forward to the next fiscal year.

34.5 Professional Development Committees

(a) (1) Professional Development Committees, consisting of the Dean and two vocational instructors, shall be appointed for each of the following three committees:

- (i) Health and Social Development Committee;
- (ii) Foundational Programs, English as a Second Language and Office administration Committee;
- (iii) Trades and Apprenticeship Committee.

(2) Subject to the provisions of this article, the committees shall establish, publish and work within common guidelines for the review of applications for professional development leave and financial assistance and for the allocation of such monies. Professional Development Committees may establish, publish, and work within their own guidelines upon the agreement of all the professional development committees.

(3) The Professional Development Committees shall review applications and make recommendations to the Dean or designate for the granting or denial of professional development leave, together with a recommendation for financial assistance should the Committee recommend that the leave be granted. The Dean or designate shall approve or deny professional development leave and financial arrangements, taking into account the recommendations of the Committee.

ARTICLE 41 - SUBSISTENCE ALLOWANCE

(a) (1) Employees who are authorized by the OC President, or designate, to attend a meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of ~~\$45.85~~ **\$49.36** (with receipts) or ~~\$26.05~~ **\$28.05** (without receipts) per full day, for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:—

	With Receipts	Without Receipts
Breakfast	\$10.94	\$ 5.73
Lunch	\$12.76	\$ 7.03
Dinner	\$22.14	\$13.29

Effective April 1, ~~2016~~ **2019**:

If less than a full day:

	With Receipts	Without Receipts
Breakfast	\$11.21 \$11.78	\$ 5.87 \$ 6.17
Lunch	\$13.08 \$13.74	\$ 7.21 \$ 7.57
Dinner	\$22.69 \$23.84	\$13.62 \$14.31

Per diem reimbursement for actual meals to a maximum of ~~\$47.00~~ **\$49.36** (with receipts) or ~~\$26.69~~ **\$28.05** (without receipts).

~~The maximum for private for private dwelling accommodation shall be \$33.83~~

Effective April 1, ~~2018~~ **2020**:

If less than a full day:

	With Receipts	Without Receipts
Breakfast	\$11.55 \$12.02	\$ 6.05 \$ 6.29
Lunch	\$13.47 \$14.01	\$ 7.42 \$ 7.72
Dinner	\$23.37 \$24.32	\$14.03 \$14.60

Per diem reimbursement for actual meals to a maximum of ~~\$48.41~~ **\$50.35** (with receipts) or ~~\$27.49~~ **\$28.61** (without receipts).

~~The maximum for private for private dwelling accommodation shall be \$34.84~~

Effective April 1, **2021**:

If less than a full day:

	With Receipts	Without Receipts
Breakfast	\$12.26	\$ 6.42
Lunch	\$14.29	\$ 7.87
Dinner	\$24.81	\$14.89

Per diem reimbursement for actual meals to a maximum of **\$51.36** (with receipts) or **\$29.18** (without receipts).

(2) In addition to the meal allowances permitted pursuant to Clause ~~42(a)(1)~~ **41(1)**, employees shall be entitled to claim a **private dwelling allowance in lieu of commercial accommodation.** ~~a-The maximum for private dwelling accommodation shall be:~~

Effective April 1, 2019	\$35.54
Effective April 1, 2020	\$36.25
Effective April 1, 2021	\$36.98

~~of \$33.00 per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no~~ **No** expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. ~~Employees shall be reimbursed for one five minute telephone call home for each night away.~~

(3) From the signing of this agreement, the preceding subsistence rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

(4) Upon prior approval from the designated supervisor, employees shall be reimbursed for the actual additional child care or dependent spousal expenses incurred by the employee in the conduct of the Employer's business outside regularly assigned duties as outlined in Article 13.

ARTICLE 42 – TRAVEL ALLOWANCE AND EMPLOYEE PARKING

- (a) (1) Employees authorized to use their personal motor vehicle for OC business shall be paid a travel allowance for actual distance travelled at the rate of ~~\$0.47~~ **\$0.50** per kilometre for required travel for the distance determined by OC between the employee's assigned campus or location and the campus(es) or location(s) where additional duties are assigned.

It shall not be a condition of employment for an employee to supply a motor vehicle. An employee may refuse to use their personal motor vehicle for OC business.

- (2) From the signing of this agreement, the preceding travel rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

- (b) OC shall provide, free of charge, parking space designated for the motor vehicles of employees. Employees shall be provided with parking stickers for this purpose.

- (c) An employee who is required to travel in excess of four days per month per insurance year between OC centres, campuses, or locations on OC business shall, subject to the prior approval of the OC President or designate, be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary. If OC so reimburses an employee, the employee shall normally use their personal motor vehicle for travel on OC business requiring a motor vehicle.

- (d) During the term of this agreement, the travel allowance rate in (a)(1) above of ~~\$0.47~~ **\$0.50** per kilometre shall be increased to the following:

- ~~(1) — Effective April 1, 2016 — \$0.48 per kilometre~~
- ~~(2) — Effective April 1, 2018 — \$0.50 per kilometre~~
- (1) Effective April 1, 2019 - \$0.51 per kilometre**
- (2) Effective April 1, 2020 – \$0.52 per kilometre**
- (3) Effective April 1, 2021 - \$0.53 per kilometre**

ARTICLE 46 – DISCIPLINE, SUSPENSION, AND DISMISSAL

46.6 Other Disciplinary Action (*Reference Common Agreement, Article 3.3*)

- (a) Other disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or adverse performance evaluations.

- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure as detailed under Article 53 and the eventual resolution thereof shall become part of their personnel record.

- (c) After a period of 24 months from the date of any such document, and upon request in writing, any such document, other than performance evaluations **and actions arising from a finding of**

harassment shall be removed from the employee's file and destroyed provided that there has been no further infraction.

(d) OC agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

APPENDIX A
Wage Salary Grid
Effective April 1, 2019 to March 31, 2022

Common table increases as applicable.

APPENDIX B
Training Programs

The programs referred to throughout this agreement are designated as follows:

Accounting Assistant — Administrative	FOUNDATION PROGRAMS
Assistant Administrative Assistant Fundamentals	—— Aircraft Maintenance Engineer
—— Adult Basic Education	—— Automotive Collision Repair/Painting and
—— Adult Special Education	—— Refinishing
—— Certified Dental Assistant	Automotive Refinishing (Painting)
—— Early Childhood Education	—— Automotive Service Advisor
—— English as a Second Language	—— Automotive Service Technician
—— Health Care Assistant	Carpentry/Joinery
—— Human Service Worker	CNC/Joinery
—— Legal Administrative Assistant—	Construction Assistant
Corporate	Culinary Arts
—— Conveyancing	Domestic/Commercial Gasfitter
—— Legal Administrative Assistant—	Electrician pre-apprenticeship
Litigation	Gateway to Trades
Medical Administrative Assistant	Hairstylist
—— Medical/Dental Receptionist	Heating, Ventilation, Air Conditioning (HVAC) Heavy
—— Medical Secretary Program	Duty/Commercial Transport Mechanics
—— Occupational First Aid—Level 3—	Horticulture pre-apprenticeship
—— Office Assistant	Joinery
—— Pharmacy Technician	Metal Fabrication
—— Practical Nursing	Outdoor Power Equipment Technician
—— Therapist Assistant	Parts & Warehousing Person
——	Plumbing pre-apprenticeship
	—— Recreation Vehicle Technician

APPRENTICESHIP PROGRAMS	Residential Construction
Automotive Painting and Refinishing	Sheet Metal pre-apprenticeship
Automotive Prep Technician	Sprinkler System Installer
Automotive Service Technician	Steamfitter/Pipefitter
Cabinet Maker	
Carpenter	Trades and Technology Teacher Education (Trades component)
Commercial Transport Vehicle Mechanic	Vehicle Detailer
Cook	Welding, Levels C,B,A
Domestic/Commercial Gasfitter	
Domestic/Residential Geothermal Technician	
Domestic/Residential Heating Technician	
Electrical	
Heavy Duty Equipment Technician	
Metal Fabrication	
Motor Vehicle Body Repairer	
Plumber	
Recreation Vehicle Service Technician	
Refrigeration Technician	
Sheet Metal Worker	
Sprinkler System Installer	
Steamfitter/Pipefitter	

Changes to the table are effective April 1, 2019
BUSINESS ADMINISTRATION GROUP
Accounting and Bookkeeping Assistant
Administrative Assistant
Legal Administrative Assistant Corporate and Conveyancing
Legal Administrative Assistant Litigation
Office Assistant Certificate
Medical Administrative Assistant
EDUCATIONAL GROUP
Adult Basic Education
Adult Special Education
Early Childhood Education
English as a Second Language
HEALTH SCIENCES GROUP
Certified Dental Assistant

Early Childhood Education
Health Care Assistant
Human Service Work
Medical/Dental Receptionist
Occupational First Aid – Level 3
Pharmacy Technician
Practical Nursing
Therapist Assistant
TRADES (OTHER)
Auto Collision Repair Diploma
Youth Explorer Trades Sampler Programs
Women in Trades
Trades and Technology Teacher Education
TRADES APPRENTICESHIP PROGRAMS
Automotive Glass Technician
Automotive Painting and Refinishing
Automotive Prep Technician
Automotive Service Technician
Baker
Carpenter
Construction Craft Worker
Diesel Engine Mechanic
Domestic/Commercial Gasfitter
Electrical (Construction)
Electrical (Industrial)
Heavy Duty Equipment Technician
Motor Vehicle Body Repairer
Multi-Process Alloy Welder
Plumber
Professional Cook
Recreational Vehicle Service Technician
Refrigeration and Air Conditioning Mechanic
Sheet Metal Worker
Sprinkler System Installer
Steamfitter/Pipefitter
Transport Trailer Technician

Truck and Transport Mechanic
Welder
TRADES FOUNDATION PROGRAMS
Aircraft Maintenance Engineer (M & S License)
Automotive Collision Repair and Refinishing
Automotive Refinishing Prep Technician
Automotive Service Technician
Carpentry Foundation
Carpenter/Joinery
Collision Repair and Refinishing
Culinary Arts
Domestic/Commercial Gasfitter
Electrician
Heavy Mechanical Trades
Metal Fabrication
Pastry Arts
Plumbing and Piping Trades
Recreational Vehicle Service Technician
Refrigeration and Air Conditioning Mechanic
Sheet Metal
Studio Woodworking
Welder
SPECIALTY PROGRAMS AND ENDORSEMENTS
Specialty Metal Endorsement

In the event the name of a program listed in this appendix is changed in the OC calendar, then this appendix will be automatically amended to reflect the new program name.

The College will continue to provide the Union with information regarding plans for the offering of new vocational programs that are defined by Clause 3.1(b), as these are developed. The parties agree that each year, at the October and April meetings of the Joint Union/Management Committee (JUMC), the list of programs will be reviewed and, where necessary, revised.

APPENDIX D
Common Agreement
April 1, 2019 to March 31, 2022

LETTER OF UNDERSTANDING #1
Re: Workload

The College and the Union share a mutual interest and agreement pertaining to attracting students to College programs, enriching the student experience, enhancing employees' work satisfaction and ensuring the optimization of College space and resources.

In view of these objectives, the College and the Union commit to explore innovative non-traditional alternatives to work schedules as those opportunities are identified by the College or departments. The parties will establish a single joint working group that will meet as necessary, to explore the possibility of entering into specific letters of understanding regarding the implementation of alternative workload arrangements and the implementation of pilot project(s), as mutually agreed, in specified department(s).

The joint working group will be made of three representatives of the College and three representatives of the Union. A maximum of two additional rotating representatives from each party from within the specific department will act as resources to the joint working group.

In the negotiation of alternative work arrangements, the following shall be taken into consideration:

the operational needs of the Employer;

- any instructional or operational costs to the Employer;
- duty time limits;
- instructional hour limits;
- the distribution of instructional and non-instructional duties;
- notice requirements for the cancellation of the arrangement;
- employee preference.

Letters of understanding shall address the details of the alternative workload arrangement and its effect on such matters, including but not limited to:

- hours of work;
- rest and meal periods;
- the distribution of instructional and non-instructional duties;
- statutory holidays;
- annual vacation;
- CD/PD days;
- sick leave;
- other benefits;
- seniority.

A copy of the mutually recommended alternative work schedule shall be included as an appendix to any letters of understanding. The letters of understanding will also identify the notice requirements for cancellation of any changes to work scheduling that may be agreed to.

Prior to implementation, such letters of understanding shall be subject to the ratification of the Principals. For the Employer the Principals include the Okanagan College Board of Governors and the Board of Directors of the Post-Secondary Employers' Association.

LETTER OF UNDERSTANDING #2
RE: Curriculum Development for Non-Regular Employees

During the 2014 round of bargaining, the Union tabled proposals to amend Article 13.4(c) to amend the amount of pro-rated curriculum development time for non-regular employees. Given that the parties agree that they have a joint interest in reviewing issues relating to the curriculum development time for non-regular employees and that they require more time to determine the feasibility of increasing such time in a cost-neutral manner, the parties hereby agree as follows:

1. The parties shall form a Working Group in order to explore options to inventory the issues and explore solutions.
2. The Working Group shall be comprised of six members, three appointed by the College and three appointed by the BCGEU. The Working Group shall invite resource personnel as needed.
3. The Working Group shall meet and endeavour to make recommendations before ~~June 30, 2014~~ **February 29, 2020**.
4. Any agreement to amend the terms of the collective agreement shall be subject to ratification of the principals. For the College, the principals include the Okanagan College Board of Governors and the Board of Directors of the Post-Secondary Employers' Association.

LETTER OF UNDERSTANDING #4
Subsistence and Travel Allowance ("*Mileage*") for Employees with
Work Assignments at Remote Locations

The following provisions apply to employees with work assignments in the Trades and Apprenticeship programs:

1. If a regular employee is assigned to work at a location other than his/her assigned campus and, with the approval of the Employer has secured accommodation at that location, the College will reimburse the employee the following:
 - a. mileage costs for one round trip per week between the employee's residence and the location;
 - b. the reasonable cost of accommodation;

c. meal expenses as detailed under Article 41 – Subsistence Allowance up to a maximum of \$44.00 (with receipts) or \$25.00 (without receipts).

2. If a regular employee is assigned to work at a location other than his/her assigned campus and does not secure accommodation, the College will reimburse the employee for the difference in mileage between the employee's normal travel to work and the assigned location (i.e. if the normal distance to work is 35 kilometers and the distance to the assigned location is 45 kilometers, the employee will be paid mileage for 10 kilometers).

3. If a regular employee is required to travel to a worksite that is not an established campus, the College will reimburse the employee for mileage that is greater than 15 kilometers from the employee's assigned campus (i.e. if the distance to the site is 35 kilometers from the employee's assigned campus, the employee will be paid mileage for 20 kilometers).

4. Instructors who are engaged in the Rotating Trades and Residential Construction Program are entitled to travel time between centers as per the 2:1 ratio identified in Clause 13.2(e) of the collective agreement (e.g. three hours travel time = 1.5 hour workload credit). The parties have agreed that travel time of less than 30 minutes, calculated cumulatively for the days of a specific assignment, will not be claimed. Travel time of 30 minutes or greater, calculated cumulatively for the days of a specific assignment, may be claimed. Travel time will be determined using Google Maps. Only travel time in excess of the employee's normal travel time to their assigned location will be recognized. Travel time will not typically be paid at overtime rates. It will be recognized as workload credit either as part of the employee's contract or on a timesheet.

LETTER OF UNDERSTANDING XX
Re: Innovative Student Support Fund

As Okanagan College enhances its profile of diversity, a broader range of domestic, indigenous and international students are attracted to Vocational programs. To maintain and promote diversity access, Okanagan College shall provide both students and instructors with additional supports to promote teaching and learning in this diverse environment.

The following funding allocations shall be made available:

Year 1 - \$ 42,500
Year 2 - \$ 86,000
Year 3 - \$131,000 (ongoing)

The Innovative Student Support Fund will be available to non-regular and regular instructors.

1. Instructor Supports – Related and tangible classroom supports will be developed to improve the learning experiences of students, for example, creative application of technology, in-class cultural liaisons, training and awareness of positive mental health and the ability to develop enhancements to current programs, or create new programs that improve the level of success of the diverse student.

2. **Student Supports** – To achieve greater levels of success within OC programs, student support initiatives might include peer support programs, numeracy and literacy supports, communication skills workshops, tutor supports, study skills enhancements and time management guidance.

Subject to the provisions of this LOU, the Innovative Student Support Fund Committee may establish, publish, and work within their own guidelines.

The Committee shall comprise two BCGEU Vocational members and two Okanagan College administrators.

The Innovative Student Support Fund Committee shall review and approve applications. The parties agree that there will be no expenditure of funds if the committee members fail to reach consensus. **Funds not allocated within a calendar year will be carried over for one year only.**

Information regarding the use of the funds shall be made available on a yearly basis to the Bargaining Unit Chair.

LETTER OF UNDERSTANDING XX
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 or 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.

PROFESSIONAL SERVICES

While not to be included in the local agreement, effective April-July 1, 2019, the Employer agrees that the Extended Health Benefits plan will be amended as follows:

Professional Services/Year

Massage: \$550 maximum coverage for each individual yearly.

Previously agreed items

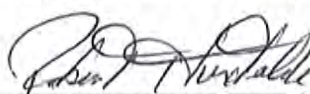
Items previously agreed and signed off between the parties during these negotiations are listed as Schedule 1 of this Memorandum of Settlement and included as agreed changes to the 2014 – 2019 Okanagan College – BCGEU Faculty Collective Agreement.

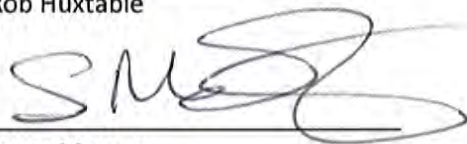
The date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.

Signed by the parties at Kelowna, British Columbia, on _____, _____, 2019

For the Employer:


Linda Heska, Chief Spokesperson


Rob Huxtable

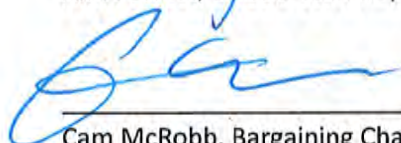

Steve Moores


Emily Kompauer


Diane Adair


For the Union:


Ann Forrest, BCGEU Staff Representative


Cam McRobb, Bargaining Chair
Local 707


Marliss Magas


Ardiss Stutters


Edie Lowes

SCHEDULE 1
HOUSEKEEPING ITEMS

1. Article 8.7 – Right of First Refusal
2. Article 23.2 – Sick Leave Entitlement
3. Article 36 – Instructor's Diploma Program or Equivalent Teaching Qualification
4. Article 51.1 – Grievance Definition
5. Article 51.2 – Step 1
6. Article 51.13 – Effective Date of Settlement
7. Article 51.14 – OC Initiated Grievances
8. Article 51.15 – Grievance Arbitration
9. Article 53 – Term of Agreement
10. Appendix C – Bargaining Committee
11. MOU#1 – Economic Stability Dividend

Okanagan College and BCGEU Vocational Instructors Bargaining

ARTICLE 8 - APPOINTMENT CATEGORIES

8.7 Right of First Refusal


(a) To be eligible for the right of first refusal for a similar appointment, an employee must have completed at least 48 weeks of service and had a minimum of two appointments of at least 12 weeks duration in the immediately previous 36 months. All service must be in a similar appointment. The Supervisor ~~Department Chair~~, in collaboration with the ~~designated supervisor~~ Department Chair, shall determine if the available appointment is sufficiently similar to permit right of first refusal.

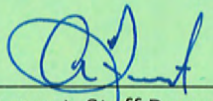
For Okanagan College



Linda Heska, Chief Spokesperson
Okanagan College Negotiating Committee

Date: Dec 14, 2018


For BCGEU ~~Support Staff~~



Ann Forrest, Staff Representative/Spokesperson
BCGEU Vocational Instructors

Date: Dec 14/18

ARTICLE 23 – ILLNESS, INJURY AND LONG-TERM DISABILITY

23.2 Sick Leave Entitlement

~~(a)~~ — An employee on a regular full-time appointment on staff as at March 31, 1979 shall earn sick leave credits at the rate of one and one-half days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 250 working days.

~~(b)~~(a) An employee on a regular full-time appointment who was appointed on April 1, 1979, or thereafter, shall earn sick leave credits at the rate of one and one-half days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 180 working days. The number of days shall be prorated for regular part-time employees in proportion to the employee's workload level.

~~(e)~~(b) (1) An employee on a non-regular appointment with a full-time workload shall earn sick leave credits at the rate of one and one-half days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 90 working days, subject to the conditions of Clause 8.3.

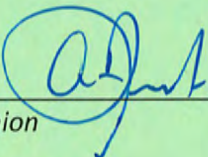
(2) An employee who has accumulated sick leave credits in accordance with Clause 23.2(e b)(1) must be on a non-regular appointment with a full-time workload of at least three consecutive weeks in order to be eligible to use previously accumulated sick leave.

~~(d)~~(c) (1) An employee on a non-regular appointment with a part-time workload of three consecutive months or more and a minimum average of six instructional hours per week shall earn sick leave credits on a pro rata basis to a maximum accumulation of 90 working days of sick leave credits, subject to the conditions of Clause 8.4.

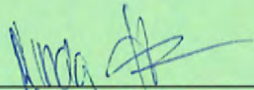
(2) An employee on a non-regular appointment with a part-time workload who has accumulated sick leave credits must meet the requirements in Clause 23.2(d c)(1) in order to be eligible to use previously accumulated sick leave.

~~(e)~~(d) An employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit for absence from work because of illness or injury.

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

**ARTICLE 36 - INSTRUCTOR'S DIPLOMA PROGRAM OR
EQUIVALENT TEACHING QUALIFICATION**

(a) All employees on regular appointment, except those employees exempted from this provision by OC, will be required to obtain the BC Provincial Instructor's Diploma, valid BC Teacher's Certificate appropriate to the instructional assignment, or equivalent qualification as determined by OC within a maximum of two years from date of appointment in the regular appointment category. This period may be extended by OC because of extenuating circumstances.

(b) Employees on non-regular appointment who are appointed to or converted to a regular appointment category shall be required by OC to obtain the BC Provincial Instructor's Diploma or the qualifications in Clause ~~37(a)~~ **36(a)** above, within two years of appointment to the regular appointment category. This period may be extended by OC because of extenuating circumstances.

(c) Employees, who are eligible in accordance with Clause ~~35(e)~~ **34 (c)**, may apply to the Professional Development Committee for reimbursement of their tuition fees, up to the employee's annual maximum allocation per year, upon successful completion of each course associated with the BC Provincial Instructor's Diploma or equivalent.

Agreed to:

Agreed to
for the Union
Dec 12/18

Handwritten signature

ARTICLE 51 – GRIEVANCE PROCEDURE

(Reference Common Agreement, Articles 3.2.5 and Letter of Understanding re: Expedited Arbitration)

51.1 Grievance Definition

(a) OC and the Union recognize that grievances may arise concerning:

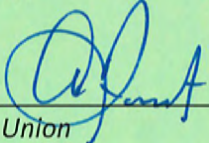
(1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement or

(2) dismissal, discipline, or suspension of an employee bound by this agreement.

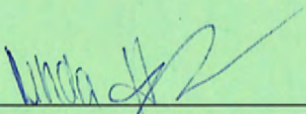
(b) The procedure for resolving a grievance shall be the grievance procedure in this article; however, the parties agree that the employees and supervisors shall attempt to resolve any differences through discussion prior to initiating of the grievance procedure.

(c) Both parties agree that, in the case of correspondence relevant to Article ~~53~~ 51 - Grievance Procedure, copies of such correspondence between OC, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

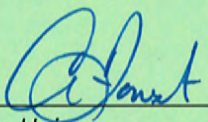
ARTICLE 51 – GRIEVANCE PROCEDURE

(Reference Common Agreement, Articles 3.2.5 and Letter of Understanding re: Expedited Arbitration)

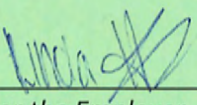
51.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the appropriate Dean, Director or Manager and a Human Resource Advisor. The aggrieved employee shall have the right to have a steward present in such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in Clause ~~53.3(a)~~ 51.3(a).

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

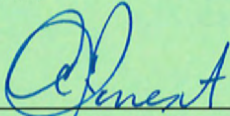
ARTICLE 51 – GRIEVANCE PROCEDURE

(Reference Common Agreement, Articles 3.2.5 and Letter of Understanding re: Expedited Arbitration)

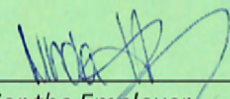
51.13 Effective Date of Settlement

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of Clause ~~53.12~~ **51.12**.

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

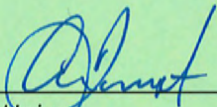
ARTICLE 51 – GRIEVANCE PROCEDURE

(Reference Common Agreement, Articles 3.2.5 and Letter of Understanding re: Expedited Arbitration)

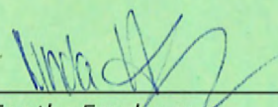
51.14 OC Initiated Grievances

It is recognized that grievances may be initiated by OC. Settlement of OC initiated grievances shall follow a parallel procedure to that detailed in Clauses ~~53.2~~ 51.2 to ~~53.13~~ 51.13 of the grievance procedure. Stewards and union representatives agree that every effort will be made to settle grievances of this kind at the immediate and local level.

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

ARTICLE 51 – GRIEVANCE PROCEDURE

(Reference Common Agreement, Articles 3.2.5 and Letter of Understanding re: Expedited Arbitration)

51.15 Grievance Arbitration

Where a difference arising between the parties relating to the interpretation, application, or administration of the agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article ~~53~~ **51**, notify the other party within 30 days of the receipt of the reply at Step 2 of its desire to submit the difference or allegations to an arbitration board.

(a) Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven days:

(1) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to Clause ~~53.15(a)(2)~~ **51.15(a)(2)**.

(2) the name of its appointee to a board of arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson.

(b) Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made in accordance with the *BC Labour Relations Code*.

(c) Board Procedure

The Board may determine its own procedure in accordance with the relevant labour legislation and shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

(d) Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The written decision of the Arbitration Board shall be final, binding, and enforceable on the parties pursuant to the relevant labour legislation. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement.

(e) *Clarification of Board Decision*

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

(f) *Expenses of Arbitration Board*

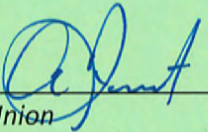
Each party shall pay:

- (1) the fees and expenses of the Arbitrator it appoints;
- (2) one-half of the fees and expenses of the Chairperson.

(g) *Amending the Time Limits*

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

Agreed to:



For the Union



For the Employer

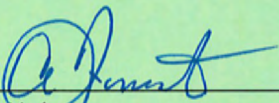
Date: Dec 12/18

ARTICLE 53 - TERM OF AGREEMENT

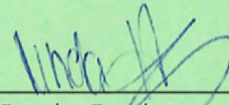
53.1 Duration (*Reference Common Agreement, Article 17*)

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and in effect for ~~five~~ **three** years from and after the first day of April, ~~2014~~ **2019**.

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

ARTICLE 53 - TERM OF AGREEMENT

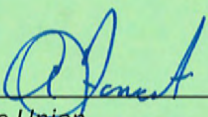
53.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 31, ~~2018~~ **2021**, but in any event, no later than midnight December 31, ~~2018~~ **2021**.

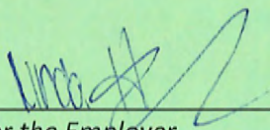
(b) Where no notice is given by either party prior to December 31, ~~2018~~ **2021**, both parties shall be deemed to have been given notice under this clause by December 31, ~~2018~~ **2021**, and thereupon Clause ~~55.3~~ **53.3** of this agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the B.C. Government and Service Employees' Union and similar notices on behalf of OC shall be given by OC or its agent.

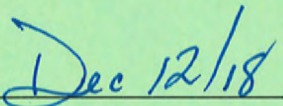
Agreed to:



For the Union



For the Employer

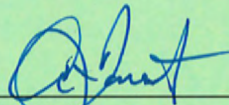
Date: 

ARTICLE 53 - TERM OF AGREEMENT

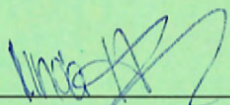
53.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause ~~55.2~~ **53.2** of this article the parties shall, within 10 days after the notice was given, commence collective bargaining.

Agreed to:



For the Union



For the Employer

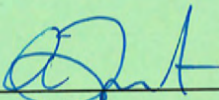
Date: Dec 12/18

ARTICLE 53 - TERM OF AGREEMENT

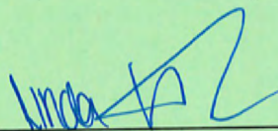
53.4 Changes in Agreement

Any changes deemed necessary under this agreement may be made by mutual agreement at any time during the life of this agreement. Such agreed changes shall be incorporated into this agreement as an addendum.

Agreed to:



For the Union



For the Employer

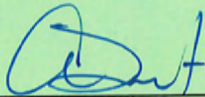
Date: Dec 17/18

ARTICLE 53 - TERM OF AGREEMENT

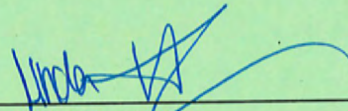
53.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

Agreed to:



For the Union



For the Employer

Date: Dec 17/18

APPENDIX C
Bargaining Committee

Representing OC:

~~Donna Lomas, Chairperson~~
~~Chris Rawson, Spokesperson~~
Linda Heska, Chief Spokesperson
~~Denise Fallis, Rob Huxtable, Committee Member~~
~~Steve Moores, Committee Member~~
~~Yvonne Moritz~~ **Emily Kompauer, Committee Member**

Representing PSEA:

~~Chris Rawson, Committee Member~~
~~Shubhneet Ark, Labour Relations Manager~~

Representing the BCGEU:

~~Cam McRobb, Bargaining Unit Chairperson~~
~~Andrew Pulvermacher~~ **Edie Lowes, Committee Member**
~~Marliss Magas, Committee Member~~
~~Dean Nutter~~ **Ardiss Stutters, Committee Member**
~~Rob Wotherspoon~~ **Ann Forrest, Staff Representative/Spokesperson**

Support to the Bargaining Committee:

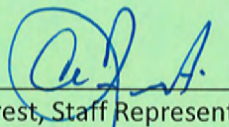
~~Vanessa Morash, Human Resources Advisor~~ **Diane Adair, Executive Assistant**

For Okanagan College



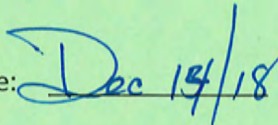
Linda Heska, Chief Spokesperson
Okanagan College Negotiating Committee

For BCGEU



Ann Forrest, Staff Representative/Spokesperson
BCGEU Vocational Instructors

Date:



MEMORANDUM OF UNDERSTANDING #1
Re: Economic Stability Dividend

Definitions

1. — In this Memorandum of Understanding:

"Collective agreement year" means each 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 1 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 grown 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 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 MOU 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 MOU and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the 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 the growth in BC's real GDP.

3. — Employees will receive a general wage increase (GWI) equal to one half 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 above forecast real GDP then employees would be entitled to a GWI of 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 2015/2016 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 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 (2016/2017):~~

- ~~(i) February 2015 – Forecast GDP for calendar 2015;~~
- ~~(ii) November 2016 – Real GDP published for calendar 2015~~
- ~~(iii) November 2016 – Calculation of the 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.~~

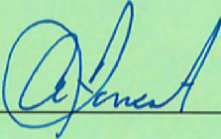
Availability of the Economic Stability Dividend

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 2018/2019 (based on 2017 GDP).~~

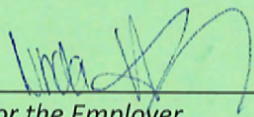
Allowable Method of Payment of the Economic Stability Dividend

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

Agreed to:



For the Union



For the Employer

Date: Dec 12/18

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

2019 – BCGEU FACULTY COMMON TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

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

("the Employers")

and

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

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

(BCGEU locals referred to as "the Union")

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

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

The effective date for all changes to the new Common Agreement will be April 1, 2019, unless otherwise specified.

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

1. Article 2- Harassment

... Amend the last paragraph of article 2.2.1 to reflect the changes in the BC's Human Rights Code as follows:

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

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

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal Counsel

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

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

2.3.3 Mediation

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

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

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

2.3.4 Investigation

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

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

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

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

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

2.3.5 Terms of Reference of the Investigator

- a) The purpose of the investigator will be to ascertain facts.
- b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the ~~alleged harasser~~ **respondent**. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. **The employer may redact information from the report if the release of that information would violate the personal privacy of individuals.**
- d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- e) **Reliance on Report of Third Party Investigator**
Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

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

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

2.4 Findings

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

2.4.2 The determination will:

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

2.5 Rights of the Parties

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

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

2.5.1 The above noted procedure does not restrict:

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

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

... No changes to Articles 2.6 and 2.7

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

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

2. ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

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

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

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

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

3.1.1 Relevant Matters include:

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

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

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

3.2.2 Operation

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

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of ~~collective agreements~~ **the Common Agreement.**
- (b) Provide a forum for dialogue between the Parties respecting **sectoral** issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

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

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

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

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

3.2.5 Process and Costs

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

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

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

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

3.3 Expedited Arbitration

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

3.3.1 Expedited Arbitrations

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

3.3.2 Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where a local party intends to raise a preliminary objection;
- vii. Grievances arising from the duty to accommodate; and
- viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3.3.3 Expedited Arbitrators

The following arbitrators shall be selected ~~on the basis of the person who is first available to hear the grievance~~ **based on earliest availability** on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

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

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

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

3. ARTICLE 6 - JOB SECURITY

The provisions of Article 6.6.6 will be amended as follows:

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

All other provisions under this Article will remain unchanged.

4. ARTICLE 7 – LEAVES

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

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

7.6 Bereavement Leave

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

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

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

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

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

7.8.2 Additional Leaves

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

...No changes to Articles 7.9 through 7.13

7.14 Leave Respecting the Death of A Child

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

7.15 Leave Respecting the Disappearance of a Child

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

7.16 Leave for Domestic Violence

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

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

5. Article 8 – Parental Leave

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

8.1 Preamble

8.1.1 Definitions

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

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

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

8.1.2 Entitlement

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

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

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

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

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

8.3 Benefits Continuation

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

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

... No change to article 8.4

8.5 Supplemental Employment Benefit for Maternity and Parental Leave

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

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

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

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

6. Article 9 - Health and Welfare Benefits

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

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

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

9.1.2 Committee Mandate

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

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

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

9.1.3 Constraints

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

9.1.4 Costs of the Joint Committee

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

9.2 Specific Benefits

9.2.1 Benefit Provisions

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

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

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

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

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

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

Letter of Understanding XX

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

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

7. Article 12 – Salaries

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

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

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

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

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

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

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

12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

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

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

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

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

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

12.6 Faculty Administrative Stipends

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

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

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

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

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

8. Article 16 – Common Faculty Professional Development Fund

16.3 Fund

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

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

9. Article 17 - Term

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

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

10. Appendix “A”

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

11. LETTER OF UNDERSTANDING 2-1

REVIEW OF BARGAINING STRUCTURE AND PROCESS

1. The Employers and the Union agree to establish a Joint Review Committee (the Committee). The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized sectoral agreement(s)
 - As part of their discussions, the parties will review the possible standardization of the pregnancy/parental leave (including SEB) provisions, and the grievance procedure.
 - Report the committee's findings back to the parties' respective principals.
2. The committee shall be made up of four (4) representatives chosen by the Employers and up to four (4) representatives chosen by the local unions. The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.

3. The findings of the committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective College Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provisions of the applicable local collective agreement.
5. The committee will begin its work after April 1, 2015 **2020** and conclude its work no later than June 30, 2015 **2021** at which time this Letter of Understanding will expire.

12. LETTER OF UNDERSTANDING 1

~~LETTER OF UNDERSTANDING 1~~

~~TRAINING OF HARASSMENT INVESTIGATORS~~

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

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

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

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

13. LETTER OF UNDERSTANDING X

WORKING COMMITTEE ON CONTACT TIME/INSTRUCTIONAL HOURS

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

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

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

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

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

14. Letter of Understanding XXX

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

15. Service Enhancement Allocation

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

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

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


16. Previously agreed items


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


17. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.


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

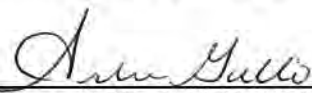
For the Employers:


Eric Sehn, Camosun College


Jessie Drew, Northern Lights College

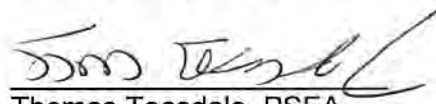

Amber Middleton, Coast Mountain College


Linda Heska, Okanagan College

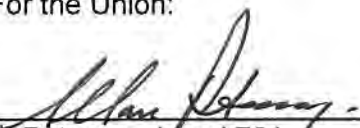

Arleen Gallo, Selkirk College

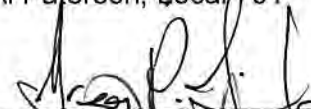

Michael Madill, PSEA, Chair


Brian Chutter, PSEA



Thomas Teasdale, PSEA

For the Union:

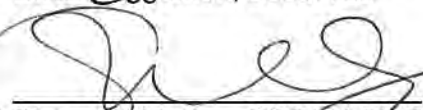

Al Paterson, Local 701

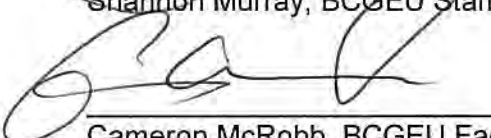

Greg Lainsbury, Local 710


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

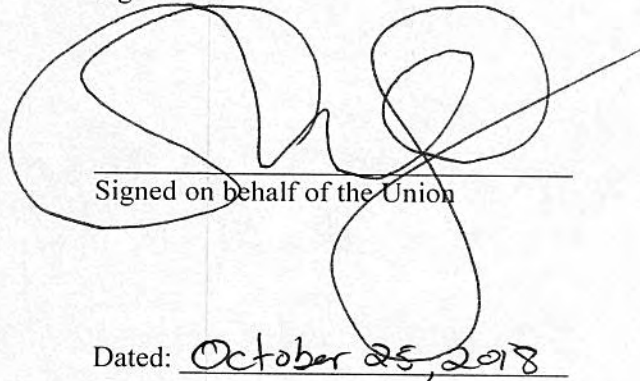
LIST OF ARBITRATORS

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

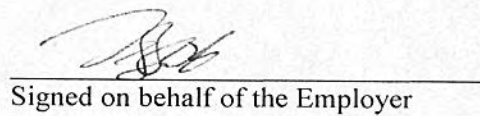
Bob Blasina
Joan Gordon
Judi Korbin
Chris Sullivan
Colin Taylor
Julie Nichols

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.

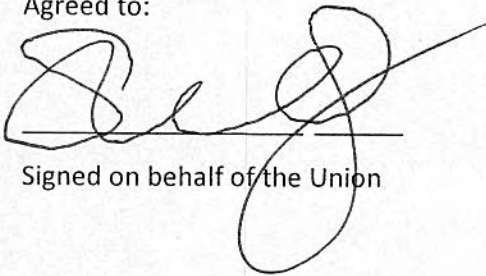
14.5 Orientation and Return

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:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

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

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

MEMORANDUM OF UNDERSTANDING**Re: ECONOMIC STABILITY DIVIDEND (ESD)****Definitions**

1. In this Letter of Agreement:

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

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

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

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

“Calendar year” is a twelve (12) month period starting January 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.

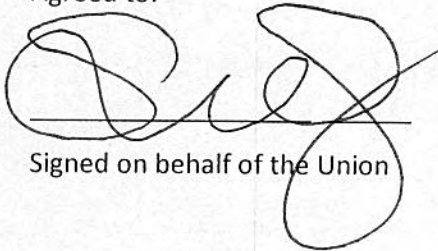
Availability of the Economic Stability Dividend

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:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

Housekeeping – Letter of Understanding 1 – Training of Harassment Investigators

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

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

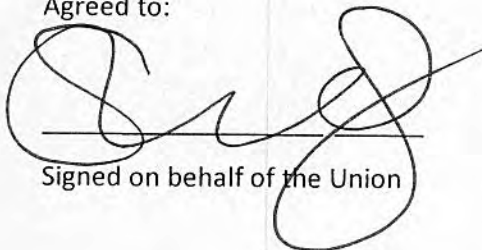
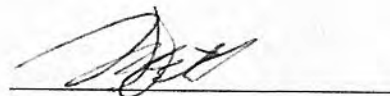
~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for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

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

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

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

Agreed to:


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

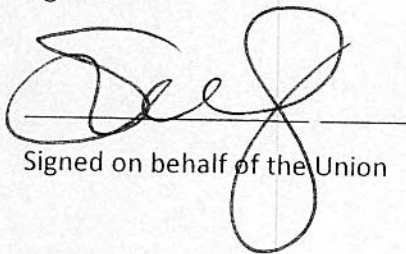
Dated: 24 OCT 2018

DEFINITIONS

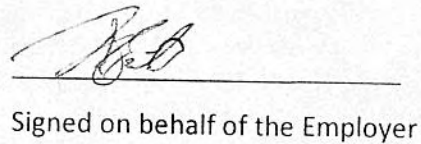
1. **"Agreement"** or **"Common Agreement"** means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. **"Collective Agreement"** means the combination of provisions of the Common Agreement with local provisions that constitute a collective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

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

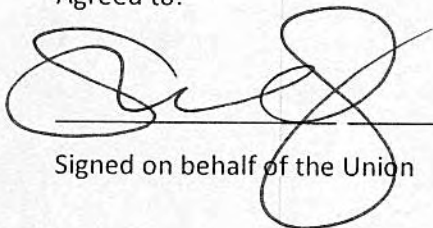
Dated: 24 OCT 2018

Housekeeping

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

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

SCHEDULE 3

Letter of Understanding XXX

Re: Public Sector General Wage Increase

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

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