

OFFER OF SETTLEMENT

between

Okanagan College

(hereinafter called "the Employer")

And

British Columbia Government and Service Employees' Union (BCGEU)

(hereinafter called "the Union")

Dated: January 30, 2020

Time: 6:53

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement



Employer Proposal
Date: Jun 30/20
Time: 6:53

Memorandum of Settlement

between

Okanagan College

(hereinafter called "the Employer")

And

British Columbia Government and Service Employees' Union (BCGEU)

(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE BCGEU MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

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

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

3. Effective Dates

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

4. SCHEDULE "A"

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



5. SCHEDULE "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. Ratification

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

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

Signed this 30 day of January, 2020

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:

Wanda [Signature]

[Signature]

Chamhart

BARGAINING REPRESENTATIVES
FOR THE UNION:

[Signature]

[Signature]

[Signature]

J. Caldwell

Debra Dubbals

[Signature]

SCHEDULE A

1. ARTICLE 8 – GENERAL

ARTICLE 8 – ~~GENERAL~~ PERSONNEL FILE

8.1 BUMPING

Employees of OC not covered by the Support Staff Collective Agreement shall not be eligible to bump into or claim any support staff position.

8.2 Personnel File

An employee, or designate, shall have access to all material in the employee's official personnel file at a time or times mutually convenient to OC and the employee. : Upon reasonable notice and during normal working hours, an employee, or the President of the Union (or designate), with the written authority of the employee, shall have the right of access to the employee's personnel record. Examination of the contents of the official personnel file shall be in the presence of the person authorized by OC and shall not be removed from the office in which access is provided. An employee shall be provided, at the time of filing, with a copy of evaluation performance statements, letters of commendation and censure, and any other documents which may be the basis of disciplinary action. Additional copies of these documents will be provided upon request to the employee. Letters of censure will indicate a copy is to be placed in the personnel file.

CONSEQUENTIAL CHANGE TO ARTICLE 37.7 - delete

2. ARTICLE 9 - OC SHALL ACQUAINT NEW EMPLOYEES

9.2

The Employer will notify the Union of new employees and of their primary work location no later than 10 days after the start date of the new employee.

- (a) OC agrees that a union steward shall be given an opportunity to meet with a group of new employees within regular working hours without loss of pay, for 30 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. The frequency of the meetings will be no more than once per month.

- (b) ~~Such meetings shall be as required and arranged by the Human Resources Division but not more frequently than once per month.~~ In addition, OC will give the union 30 minutes to meet with support staff during the OC New Employee Orientation.



3. ARTICLE 10 – CHECK OFF UNION DUES

10.5

The Employer will provide to the Union on a quarterly basis a report with the name of the bargaining unit employees who are no longer employed at OC.

**Renumber remainder of article*

10.5

OC shall include on each employee's T4 statement the amount of the deductions paid to the Union by the employee in the previous year.

10.6

Before OC is obliged to deduct any amount under Clause 10.1 of this article, the Union must advise OC, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to OC signed by the President of the BCGEU.

10.7

Employees shall, as a condition of continued employment, complete an Assignment of Wages form providing for the deduction of union dues.

10.8

(a) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

(b) Each EFT email will also include:

- (1) employer name;
- (2) pay period type (e.g. monthly, semi-monthly, biweekly, etc.);
- (3) pay period number;
- (4) pay period end date; and
- (5) pay period pay date.



4. Article 14 - Stewards

14.1

The Union shall appoint or elect stewards and shall notify OC in writing of such appointment or election. OC shall recognize stewards and shall not discriminate against them for steward activity. The Union and OC shall agree as to the on-the-job activities of the stewards.

Those activities as defined shall be:

- (a) the posting of union bulletins and notices;
- (b) the investigation of and the processing of grievances;
- (c) the supervision of ballot boxes when necessary;
- (d) carrying out those duties within the realm of safety responsibilities.

14.2

It is mutually understood that 14.1 **(a), (b) and (c)** will ~~in no way~~ **not** interfere with the OC duties as laid down.

5. ARTICLE 15 SUBCONTRACTING

15.1

(a) OC agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee, excepting in instances where OC feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner OC may, in consultation and by agreement with the Union, subcontract that particular operation. It is agreed that no permanent employees will lose their employment because of any subcontracting engaged in by OC. **The parties agree that Union consultation and agreement is not required in emergency situations.**

(b) **OC agrees to provide the Union with a list of new-all purchase service agreements on a quarterly basis. OC agrees to provide, OC will provide,** upon request of the Union, copies of all purchase service agreements **that could be reasonably considered by the Union to be work or services presently performed or hereafter assigned to the collective bargaining unit. OC agrees to provide the purchase service agreements** to the bargaining unit Chairperson **or designate** and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.



6. ARTICLE 16 – APPOINTMENTS

16.2 Non-Regular Appointments

(a) *Full-time Non-Regular Appointment*

A full-time non-regular appointment is one which involves 35 hours of work per week for a period of less than eight consecutive months from date of each appointment in this appointment category. (See Clause 16.2(d))

(b) *Part-time Non-Regular Appointment*

A part-time non-regular appointment is one which involves less than 35 hours of work per week for a period of less than eight consecutive months from date of each appointment in this appointment category. (See Clause 16.2(d))

(c) *Employee on Leave*

A non-regular appointment is also an appointment resulting from an employee on regular appointment being on leave, in which case the non-regular appointment shall not exceed the term of leave of the employee being replaced and shall not be eligible for conversion to a regular appointment.

(d) *Length of Appointment*

If an employee occupies the same position on non-regular appointment, excluding Section (c) of this clause, for eight consecutive months, or up to 12 months where one-time funding is available for special projects or initiatives, OC shall post the position in keeping with Article 21 and shall thereby convert the position to regular appointment status, unless an extension is mutually agreed to by the Joint Committee.

(e) *Non-Regular Employment Confirmation*

New non-regular employees will be provided with and sign a Non-Regular Employee Information & Confirmation Sheet outlining the terms of their employment.

(f) *Extension*

Wherever possible, employees on non-regular appointments shall be given a minimum of one week's notice if the appointment is to be extended.

(g) OC shall prepare a list indicating name, classification, centre and number of hours worked per month for all non-regulars. Such list shall be updated monthly and shall be provided to the bargaining unit Chair.

7. ARTICLE 17 – JOINT COMMITTEE

17.1 Definition

A joint committee comprised of up to five of representatives of OC, and up to five representatives of the Support Staff Bargaining Committee shall constitute the Joint Union Management Committee referred to through this contract, unless otherwise specified. The Joint Committee shall meet ~~the second Tuesday of each month~~ monthly unless otherwise mutually agreed. In emergency situations



the Joint Union Management Committee shall also meet no later than 10 working days following the call of either party.

8. ARTICLE 18 – JOB EVALUATION

18.1 Job Evaluation Plan

There shall be a system of job evaluation, mutually agreed to by both parties, for classifications covered by this Agreement. ~~The Joint Job Evaluation Committee shall be responsible for maintaining the job evaluation system (the process of determining the worth of a job in relation to other jobs covered by this Agreement) and shall review job descriptions, upon the request of either party.~~

18.12 Joint Job Evaluation Committee

A joint job evaluation committee shall be formed with two representatives and two alternatives from each of the parties to this Agreement. Meetings of the Joint Job Evaluation Committee will require the attendance of two representatives from each party. Representatives of the Union will suffer no loss of seniority or remuneration otherwise payable by the College when such meetings are held during work hours. The Employer is not obligated to pay any additional wages, salaries, overtime or other premiums in the event that the parties agree to schedule a meeting of the JJEC during non-working hours.

The Union and Employer agree that the Joint Job Evaluation Committee shall:

(a) determine appropriate procedures and terms of reference for the ongoing operation of the Committee; and

(b) review the job description, complete the Factor Data Sheet and rate the new position for which the Union is the bargaining agent.

(c) In cases where the majority of committee members cannot agree on the job factor ratings, refer to the Director, Human Resources or designate and a BCGEU job evaluation specialist for resolution. In the event the Director, Human Resource or designate and the BCGEU Job evaluation specialist are unable to reach agreement, the matter will be referred to arbitration.

18.23

OC agrees to maintain job descriptions (statements describing the work to be performed) for all positions for which the Union is the bargaining agent.

9. ARTICLE 19 - NEW POSITIONS/CLASSIFICATIONS

19.1

OC maintains the right to create positions and establish their duties and responsibilities (job descriptions).

19.2

~~When a new classification covered by this Agreement is introduced or a salary adjustment is proposed for an existing classification by OC, the rate of pay shall be determined by the Human Resources Department. A copy of the job description, proposed classification and the rate of pay shall be provided to the Union. The new classification and rate of pay shall be implemented. Should the Union have concerns about the rate of pay the matter shall be referred to the Joint Job Evaluation Committee.~~

10. ARTICLE 20 – RECLASSIFICATION

20.2

~~The Union shall be notified of any recommendation to downgrade a position filled by an employee on regular appointment.~~

20.3

(a) An employee shall first discuss any concerns regarding his/her classification with the immediate supervisor. In support of a request for reclassification, the employee shall submit to the appropriate Dean or Director, a written statement of duties and responsibilities, specifically describing those areas in which they differ from the employee's existing job description. The submission of the written statement of duties and responsibilities will be completed within 20 working days of the discussion between the employee and the immediate supervisor.

(b) Within 20 working days of receipt of the written statement of duties and responsibilities pursuant to 20.3(a), the Dean or Director (or designate) shall make:

(1) any proposed changes to the employee's job description determined appropriate by the Dean or Director, and

(2) a reclassification request to the Director, Human Resources or designate Joint Job Evaluation Committee

(3c) The Director, Human Resources, or designate, The Joint Job Evaluation Committee shall have a further 40 20 working days in which to investigate the matter, approve the job description, to review the written statements as per Article 20.3 (a) and (b), review the job description, complete the Factor Data Sheet, rate the position and determine by a majority decision the classification, and to provide the reasons in writing. The reasons for the decision will be provided in writing to the employee, with a copy to the Union and the Dean or Director with a copy to the Union Chairperson.

(ed) If an employee or the employer disagrees with the classification reclassification decision after completing Steps (a) and (b) above, the employee they shall have the right to appeal to the Director, Human Resources, or designate and a BCGEU job evaluation specialist for resolution Joint Job Evaluation Appeal Committee within 10 working days of the written decision referred to in Clause 20.3.(b) (3). In the event the Director, Human Resource or designate and the BCGEU Job evaluation specialist are unable to reach agreement, the matter will be referred to arbitration.



~~(d) — The Joint Job Evaluation Appeal Committee shall be comprised of two members appointed by the Union and two members appointed by OC. The parties may also select one alternative each to act as committee members, as and when required. The role of the Joint Job Evaluation Appeal Committee is to objectively and impartially consider the reclassification appeal in keeping with the job evaluation system.~~

~~(e) — A representative of the Human Resources Department and the affected employee, who may be accompanied by a representative of the Union, shall have the right to appear in person before the Joint Job Evaluation Appeal Committee. The Committee shall have the right to call any person(s) it deems necessary to provide information in order to arrive at a just decision.~~

~~(f) — If the Joint Job Evaluation Appeal Committee is unable to agree by majority decision on the reclassification, the Grievance Procedure under Article 74 may be invoked.~~

~~(ge) The effective date of an approved reclassification, if initiated by the employee shall be determined by the date the reclassification request is received in the Human Resources Department.~~

11. ARTICLE 22 – SELECTION OF EMPLOYEES

22.3 Internal Applicants

(a) All applicants who are on the seniority lists and possess the required qualifications or the equivalent education and/or experience shall be entitled to an interview by the Selection Committee.

(b) All applicants who are on the seniority lists and who are called for an interview shall be granted leave of absence with pay and shall have their expenses paid.

(c) An employee who applies and is interviewed for a posted position and is unsuccessful shall, upon request, be notified in writing of the reasons why the employee was unsuccessful. The request shall be made in writing to the Human Resources Department within seven calendar days of the employee being notified of the decision of the Selection Committee.

(d) Qualified internal applicants will be considered prior to external candidates.

(e) OC agrees to supply employees at the time of hiring, promotion, or upon request, with a copy of their job descriptions.

12. ARTICLE 23 - JOB TRANSFER AND RECLASSIFICATION DOWNWARD

23.3 Secondment

(a) OC agrees to provide the employee and the Union with two weeks' notice, where possible, of any proposed secondment of an employee within the bargaining unit, to a position at OC outside the bargaining unit, and to make every effort to provide the employee with two weeks' written notice, where possible, indicating the terms of such secondment.



(b) The provisions of applicable current collective agreements or Administration policies will apply to such seconded employees. The secondment requires the mutual agreement of the affected employee.

(c) ~~Employees shall continue to accrue seniority and shall return to their positions within this bargaining unit immediately upon the expiration of their secondment.~~

(d) No seniority shall accrue during the period the employee is outside the bargaining unit. On return to their bargaining unit position, they shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place.

13. ARTICLE 24 – PROBATION FOR EMPLOYEES ON REGULAR APPOINTMENT AND TRIAL PERIODS

ARTICLE 24 - PROBATION FOR EMPLOYEES ON REGULAR APPOINTMENT AND TRIAL PERIODS

24.1

(a) New employees granted regular appointments, shall be required to successfully complete a 910 hour probationary period, exclusive of overtime, calculated from their date of appointment to a position. If unsuccessful, they may be released from employment.

(b) New employees granted non-regular appointments shall be required to successfully complete a 910 hour probationary period, exclusive of overtime, calculated from their initial date of appointment to a non-regular appointment. If unsuccessful, they may be released from employment.

24.2

(a) Employees on regular appointments who have successfully completed their 910 hours probationary period, as per Clause 24.1(a) and who are granted a regular appointment to another position in OC shall be required to complete a 455 hour trial period, exclusive of overtime, calculated from date of appointment to the latter position. In the event that such employees prove unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be they will returned to their former position or failing that, they will be placed in a position of equal salary and similar classification as determined by the Joint Committee, at the previous wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

(b) Employees on non-regular appointments who have successfully completed their 910 hours probationary period, as per Clause 24.1(b), and who are granted a regular appointment shall be required to complete a 455 hour trial period, exclusive of overtime, calculated from the date of appointment to the latter position. In the event that an employee proves unsatisfactory during the trial period, they will be returned to their former status as a non-regular employee.

(c) Employees on non-regular appointment who have not completed their probationary period as per Clause 24.1(b) and who are granted a regular appointment shall be required to complete the probationary period. If unsuccessful they may be released from employment.



24.3

In the event that the service of an employee is found by OC to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, it will not be necessary to re-post the position. Should such a situation arise, OC may appoint the next available candidate recommended by the Selection Committee for that competition. Should the service of the second employee be found to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, the position will be re-posted. The Union will be advised of actions taken by OC.

14. ARTICLE 29 - INCREMENTS

29.2

Employees on part-time regular appointments shall receive an incremental increase when they have completed ~~the equivalent of 12 months' full-time~~ 1820 hours service with OC; additional incremental increases shall be given for each successive ~~equivalent of 12 months' full-time~~ 1820 hours service with OC, subject to Clause 26.1(d).

29.3

Employees on non-regular appointments shall receive an incremental increase when they have completed ~~the equivalent of 12 months' full-time~~ 1820 hours service with OC and shall receive additional incremental increases for each successive ~~equivalent of 12 months' full-time~~ 1820 hours service with OC, the foregoing being subject to Clause 26.2(e).

15. ARTICLE 30 – SHIFT DIFFERENTIAL

30.1

Differential pay shall be paid at the following rates:

Afternoon (4:00 p.m. to 12 midnight).....	\$0.70 <u>\$0.90</u>
Graveyard (12:00 midnight to 8:00 a.m.).....	\$0.85 <u>\$1.00</u>

16. ARTICLE 32 – HOURS OF WORK AND OVERTIME

32.1 Workweek Defined

(a) Except for employees identified in Clause 32.1(b) and 32.1(c), the normal workweek shall consist of five days consisting of seven-hour days from Monday to Friday inclusive.

(b) Hours of work for employees whose schedules are directly related to a student's class or study tour hours shall be in accordance with the needs of the student, but in any event, shall not exceed 70 hours biweekly.



- (c) OC may authorize modified workweeks ~~for specified periods in selected parts of OC's operations.~~

32.7 Overtime

(a) *Sharing of Overtime*

Overtime work shall be allocated on an equitable basis within a department or specific work area involving employees within similar classifications.

(b) *Overtime Calculation*

Overtime shall be calculated in 30 minute increments.

(c) *Overtime Rates*

(1) *Regular Full-Time Employee*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of one and one-half times (1½x) for the first two hours and double-time (2x) after two hours in any one day or shift.

(ii) Regular full-time employees who are required to work more than five consecutive days will be paid double-time for all hours worked on the sixth and seventh day.

(2) *Regular Part-Time Employee*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of one and one-half times (1½x) for the first two hours and double-time (2x) after two hours in any one day or shift.

(ii) Part-time employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double-time.

(3) *Non-Regular Employee*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of one and one-half times (1½x) for the first two hours and double-time (2x) after two hours in any one day or shift.

(ii) Non-regular employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double-time.

(iii) For employees identified in Clause 32.1(b) and 32.1(c), overtime will be paid for all hours worked in excess of 70 hours biweekly and for time worked in excess of five days per week.

(d) *Time-off in Lieu of Overtime*

(1) Regular employees shall have the option of receiving equivalent compensating time off in lieu of payment for overtime worked if requested at the time of submission of overtime and on approval in writing from the immediate supervisor(s).

(2) Compensating time off shall be taken at a time mutually agreeable to the employees and the immediate supervisor(s), but in any event, shall be taken prior to December 31st of that calendar year. **If Time-off in Lieu of Overtime was banked but has not been taken or scheduled by November 1, OC may schedule the time-off in lieu for the employee taking into consideration operational requirements and employee requests.**

(3) If employees are unable to schedule compensating time off due to operational requirements, any overtime due at December 31st for that calendar year, or prior to terminating employment, whichever is earlier, shall be paid in cash.

(e) *Right to Refuse Overtime*

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations. The parties recognize that provided reasonable notice has been given every effort will be made to accommodate overtime requests.

17. ARTICLE 35 - SUBSTITUTION PAY AND TEMPORARY PROMOTION

35.3 Temporary Promotion

(a) When an employee is appointed in writing to perform the core duties of a higher paying position for a temporary period greater than 35 consecutive hours, the employee will receive the rate in the new scale which is the next closest step that is higher than the employee's current salary. Employees benefiting from this clause will receive retroactive pay from the first day of the assignment.

(b) During a period of temporary promotion, payment for approved leaves will be made at an employee's basic pay for his/her regular position, except if an employee has been working in the higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the 30 14 days preceding his/her leave, in which case he/she shall receive the higher rate.

18. ARTICLE 36 – Workforce Reduction

36.5 Notice to Employees, Claiming a Position, Layoff And Recall

(a) Employees of OC not covered by the Support Staff Collective Agreement shall not be eligible to bump into or claim any support staff position.

(b) OC may give notice of layoff to affected employees on regular full-time, part-time and sessional appointments; however, such notice shall not be less than 20 OC working days, prior to implementation.

** Renumber remaining clauses.*

19. ARTICLE 42 – Vacations

42.3 Carryover

Upon notification in writing to their supervisor(s) prior to November 30th – Employees on regular appointments may will indicate if they wish to carry over a maximum of five days' vacation leave to the next calendar year. Upon approval of the supervisor(s), employee may carry over an additional five days for a maximum of ten day's vacation leave to the next calendar year. Employees on sessional appointments may take vacation entitlement at a mutually agreeable time during the period of their appointments, and the provision to carry over vacation does not apply.



42.5 Vacation Leave Credits

(b) Employees on regular appointments of 12 months a year shall earn vacation leave credits as follows; prorated where there is less than a full year's service:

- (1) During the first to sixth consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.
- (2) During the seventh to ninth consecutive years of employment, employees shall receive 26 working days annual vacation.
- (3) During the tenth to fourteenth consecutive years of employment, employees shall receive 27 working days annual vacation.
- (4) During the fifteenth to nineteenth consecutive years of employment, employees shall receive 28 working days annual vacation.
- (5) During the twentieth to twenty-fourth consecutive years of employment, employees shall receive 29 working days annual vacation.
- (6) During the twenty-fifth consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.

Effective January 1, 2022

- (1) During the first to sixth consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.
- (2) During the seventh to ninth consecutive years of employment, employees shall receive 26 working days annual vacation.
- (3) During the tenth to fourteenth consecutive years of employment, employees shall receive 27 working days annual vacation.
- (4) During the fifteenth to seventeenth consecutive years of employment, employees shall receive 28 working days annual vacation.
- (5) During the eighteenth to nineteenth consecutive years of employment, employees shall receive 29 working days annual vacation.
- (5) (6) During the twentieth consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.

(c) For employees on full-time regular appointments proration of annual vacation entitlement shall be based upon every month of service in which employees are paid a minimum of 70 hours.

(d) For employees on part-time regular appointments proration of annual vacation entitlement shall be based on actual hours worked.

(e) Employees on full-time regular appointments of less than 12 months or a part-time regular appointment shall earn vacation leave credits in accordance with Clause 42.5(a) on the basis of accumulative service.



42.7 Vacation Schedules

Subject to the provisions of this article, it is the intent of the parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. Vacation schedules are based on the calendar year.

NEW: Vacation requests for January 1 – March 31 will be reviewed and approved in order of seniority, if the request is submitted by December 1 of the prior year. Those received after December 1 will be considered in the order received.

- (a) Vacation schedules shall be circulated and posted not later than April 1st of each year. Employees who do not exercise their seniority rights within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (b) Employees who transfer to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort should be made to grant vacation at the time of the employee's choice.
- (c) OC shall make every reasonable arrangement to ensure that employees are able to schedule vacations during the period from June 1st to September 1st, which shall be defined as prime-time vacation period. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (d) Vacation schedules, once approved by OC, shall not be changed, other than in the cases of emergency, except by mutual agreement between the employees and OC.
- (e) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority in each work unit. Where employees choose to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (f) The scheduling of vacation shall have priority over banked time.
- (g) After September 15th of each year, the Employer may schedule unscheduled vacation for employees who have not submitted a request or notified their supervisor of their intent to bank vacation in accordance with and subject to the provisions of Clause 42.3, Carryover.
- (h) The Union and the Employer recognize the importance to the Employer of assuring coverage of positions. Approval of vacation schedules is subject to departmental requirements.



20. ARTICLE 47 – Health and Welfare Plans

47.4 Medical Care Plan

(c) Optical Coverage

- ~~\$250 maximum coverage for each insured individual during a 24-month period, and every 12 months for each insured individual under the age of 18 years.~~
- ~~Effective July 1, 2019, \$400 maximum coverage for each insured individual during a 24 month period, and every 12 months for each individual under the age of 18 years.~~
- Effective July 1, 2020, the maximum coverage will increase to \$500 for each insured individual during a 24 month period, and every 12 months for each individual under the age of 18 years.
- Employees shall be reimbursed a total of \$75.00 every 24-month period for vision examinations.
- Effective July 1, 2020, employees will be reimbursed \$100 every 24 month period for vision examinations.

Not to be included in the collective agreement, the following changes to health and welfare benefits will be reflected in the plan booklets and subject to the terms of the applicable extended health benefit plan:

Effective July 1, 2020:

- Hearing Aids - Cost, installation, repair, and maintenance of hearing aids (including charges for batteries) to a maximum of \$1000 in any 60 consecutive months.
- Massage - \$600 maximum coverage for each individual yearly and *limited to \$30 \$40 per visit for the first five visits in any calendar year.*
- Physiotherapy - \$600 maximum coverage for each individual yearly and *limited to \$30 \$40 per visit for the first five visits in any calendar year.*
- Chiropractor - \$500 maximum coverage for each individual yearly and *limited to \$30 \$40 \$30 per visit for the first five visits in any calendar year."*
- Podiatrist/Chiropodist - \$200 maximum coverage for each individual year and *limited to \$30 \$40 per visit for the first five visits in any calendar year.*
- Naturopath - \$200 maximum coverage for each individual year and *limited to \$30 \$40 per visit for the first five visits in any calendar year.*

• ~~Effective July 1, 2021:~~

~~The reimbursement for professional services will be amended from \$30 per visit for the first five visits in any calendar year to \$40 per visit for the first five visits in any calendar year.~~



21. ARTICLE 53 – Parental Leave

53.1 Maternity Leave

Parental Maternity leave of absence without salary shall be granted on application to the Dean or Director. The duration and other terms shall be decided on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following general provisions:

- (a) A maternity leave of absence without pay shall be granted for seventeen (17) consecutive weeks commencing at any time chosen by the employee during the 11 no earlier than thirteen (13) weeks period immediately preceding the anticipated before the expected birth date, and no later than the actual birth date of birth for a period of up to six months and ends no later than seventeen (17) weeks after the leave begins, or to the expiry date of the non-regular appointment, whichever is shorter.
- (b) If an employee on leave under Clause 53.1 (a) proposes to return to work earlier than six (6) weeks after the birth to the child, the employer may require the employee to provide a medical or nurse practitioner's certificate stating the employee is able to resume work.
- (c) An employee may extend the leave under Clause 53.1 (a) for an additional six (6) weeks for reasons related to the birth or termination of the pregnancy in accordance with the Employment Standards Act.

53.2 Parental Leave

Parental leave of absence without pay shall be granted leave as follows, or to the expiry of the non-regular appointment, whichever is shorter: for up to six months, or to the expiry date of the non-regular appointment, whichever is shorter, in a period commencing:

- (1) with the week in which a newborn child(ren) arrives in the employee's home; or
- (2) 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 (1) and (2) above.

- (a) An employee who takes leave under Clause 53.1 is entitled to up to sixty-one (61) consecutive weeks of unpaid leave which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave under Clause 53.1. The combined leave entitlement of Clause 53.1 and 53.2 (a) must not exceed seventy-eight (78) weeks.
- (b) An employee who is the parent, other than the adopting parent, who does not take leave under Clause 53.1 is entitled to up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child.
- (c) An employee who is an adopting parent is entitled to up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child is placed with the parent.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave as per 53.2 (a), (b) or (c) is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under 53.2 (a), (b), or (c).



~~53.2—Employees on regular appointments will accrue vacation entitlement for the first six months of any leave granted under this article.~~

53.3 Notice

Employees shall give as much notice as possible, but in any event no less than ~~two months'~~ **four (4) weeks** notice before the leave under clauses 53.1 or 53.2 is to commence, to allow satisfactory arrangements to be made for replacement. This notice may be waived by OC because of extenuating circumstances.

The employer may request a medical or nurse practitioner's certificate stating the expected or actual birth date, or the date the pregnancy terminated, or stating the reasons for requesting additional leave, or other evidence of the employee's entitlement to the leave.

53.4 Benefit Continuation

OC shall pay Health and Welfare Benefits as defined in Article 47 for a period consistent with the provisions of the Employment Standards Act. If employees fail to return to work on the pre-arranged date, monies paid by OC under this clause shall be recovered.

Vacation entitlement shall accrue for the period covered by the Employment Standards Act.

53.5 Additional Leave

- (a) Application may be made for an additional period of unpaid leave up to, but not exceeding six months, or to the expiry date of the non-regular appointment, whichever is shorter. The extended leave is to be taken consecutively immediately before or following the maternity and/or parental leave.
- (b) Employees who apply for and are granted leave under this clause may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.
- ~~(c) — Employees who apply for and are granted leave under Clause 53.1(a) will not be eligible for leave under Clause 53.1(b).~~

53.56 Return to Work

~~On completion of the leave, employees shall resume their position without disadvantage in seniority, salary or increases in salary and/or fringe benefits, provided the employee has a minimum of 12 months continuous service with OC prior to taking such leave.~~ An employee who returns to work following leave taken under this clause shall:

- (a) Retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of the leave.
- (b) Placed in the same position that the employee held prior to the leave or a comparable one.
- (c) Be entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

53.67 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

53.78 Supplemental Employment Benefit (SEB) Plan for Maternity and Parental Leave



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

- (a) For the first week and last week of leave, where no EI benefit is paid, an employee shall receive seventy-five percent (75%) of their salary calculated on their average base salary.
- (b) For a maximum of ~~52~~ up to fifteen (15) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on ~~her~~ their average base salary.
- (c) For up to a maximum of ~~37~~ thirty-five (35) weeks of parental leave, the birth mother, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Standard Parental Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on ~~his/her~~ their average base salary.
- (d) Where the birth mother, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child elects the Extended Parental Employment Insurance benefits, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit received under Clause 53.7 (b) 53.8 (a), (b) or an employee who opts for the thirty-five (35) week Standard Parental EI benefit, spread out and paid over the sixty-one (61) week period. Payroll shall make the calculation.
- (e) The average base salary for the purposes of this article 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.

53.89

An employee is not entitled to receive Supplementary Employment Benefits and disability benefits concurrently. To receive Supplementary Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

53.910

- (a) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the benefits above on a pro rata basis.

22. ARTICLE 58 – Staff Development

58.2

A joint Staff Development Committee consisting of two representatives from the Union and two representatives from OC shall grant or deny applications for financial assistance.

Subject to the provisions of this article, the Staff Development Committee shall establish policies and procedures for applying for ~~staff development leave~~ and financial assistance to assist in covering all expenses associated with the staff development, and for the Staff Development Committee's review of such applications.

58.3

- Only employees on regular appointments ~~with one year's of service~~ who have worked 1820 hours will be eligible to apply for staff development leave and/or financial assistance.

58.6

There shall be a staff development fund established to fund staff development activities. The fund shall be drawn from the following sources each fiscal year:

(a) \$45,000 each fiscal year from OC. Commencing fiscal 2018/19, the fund shall be increased by the value of any general wage increase negotiated for the bargaining unit.

(b) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.

Effective April 1, 2020, the annual staff development funding shall be decreased by \$6,000.

23. ARTICLE 60 - SPECIAL LEAVE

60.1

Employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for leave under circumstances listed below:

- (a) birth or adoption of the employee's child;
- (b) serious household or domestic emergency;
- (c) attendance at the employee's own citizenship hearing;
- (d) court appearance of the employee's child;
- (e) wedding of the employee's child
- (f) moving of household furniture and effects (maximum of one day for each move);
- (g) employee's formal convocation ceremony.



Total leaves of absence for any or all of the above shall not exceed three days in any one calendar year. Employees shall give two weeks' notice of (c), (e), and (f), and (g) and shall make reasonable efforts to inform supervisors of (a), (b) and (d), above.

24. ARTICLE 62 – Leave for Union Officers

62.2 Short-Term Leave for Union Business

- (a) It is understood that employees granted leave of absence pursuant to this article shall receive their current salary while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time. OC agrees that leaves of absence under this article shall not be unreasonably withheld.
- (b) *Without Pay* - Leave of absence without pay and without loss of seniority may be granted:
- (1) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
 - (2) to employees who are representatives of the Union on a union negotiating committee to attend meetings of the Union's negotiating committee.
- (c) *With Pay* - Leave of absence with pay and without loss of seniority may be granted:
- (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with OC, in keeping with Clause 76.5;
 - (2) to stewards, or their alternates, to perform their duties pursuant to Clause 14.1;
 - (3) to employees called to appear as witnesses before an arbitration board.
- (d) To facilitate the administration of Clause (b) of this article, when leave without pay is officially requested by the BCGEU and is granted by OC, the leave shall be given with pay and the BCGEU shall reimburse OC for the appropriate salary and benefit costs, including travelling time not later than 28 days from the leaves being taken.
- (e) *Employer Paid Union Leave*

The Chairperson of the bargaining unit or alternate designated by the Union shall be granted 25% employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee employer relationships. The Chairperson shall schedule such time with their supervisor. This provision is in addition to any other employer-paid release time in the collective agreement.

Where such leave is granted, OC will replace the employee as necessary.

When the Chairperson is unavailable to fulfill their role under this article due to illness, vacation, or other business the Union will designate an alternate in their place.

25. [NEW] ARTICLE 65 COMPASSIONATE CARE LEAVE

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article, "family member" is defined as per the *Employment Standard Act* for Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a certificate from a medical practitioner or nurse practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must give the employer a copy of the certificate as soon as practicable.

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 twenty-seven (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 twenty-seven (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 twenty-seven (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.

RENUMBER AS NEEDED.

26. [NEW] ARTICLE 66 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 leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;
and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

RENUMBER AS NEEDED.



27. ARTICLE 66 – SUBSISTENCE ALLOWANCES

66.1

Employees who are authorized by the Dean or Director or designate to attend any meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of to ~~\$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 \$11.78	\$5.73 \$6.17
Lunch	\$12.76 \$13.74	\$7.03 \$7.57
Dinner	\$22.14 \$23.84	\$13.29 \$14.31

During the term of this agreement the subsistence rates in (a) will be increased to the following:

Effective ~~April 1, 2016~~ **July 1, 2020**

Per diem reimbursement for actual meals to a maximum of ~~\$47.00~~ **\$50.35** (with receipts) or ~~\$26.69~~ **\$28.61** (without receipts).

If less than a full day:

	With Receipts	Without Receipts
Breakfast	\$11.21 \$12.02	\$5.87 \$6.29
Lunch	\$13.08 \$14.01	\$7.21 \$7.72
Dinner	\$22.69 \$24.32	\$13.62 \$14.60

Effective ~~April 1, 2018~~ **July 1, 2021**

Per diem reimbursement for actual meals to a maximum of ~~\$48.41~~ **\$51.36** (with receipts) or ~~\$27.49~~ **\$29.18** (without receipts)

If less than a full day:

	With Receipts	Without Receipts
Breakfast	\$11.55 \$12.26	\$6.05 \$6.42
Lunch	\$13.47 \$14.29	\$7.42 \$7.87
Dinner	\$23.37 \$24.81	\$14.03 \$14.89

66.2

(a) In addition to the meal allowances permitted pursuant to Clause 66.1 employees shall be entitled to claim a maximum of ~~\$33.00~~ **\$35.54** per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Effective ~~April July 1, 2016~~ **2020**, the maximum claim for private dwelling accommodation shall be ~~\$33.83~~ **\$36.25**. Effective ~~April July 1, 2018~~ **2021**, the maximum claim for private dwelling accommodation shall be ~~\$34.84~~ **\$36.98**.

(b) Upon prior approval from the Dean or Director or designate, employees shall be reimbursed for the actual additional child care or dependent spousal expenses incurred by the employee for his/her child(ren) or dependent spouse for each night outside the OC region.

(c) Employees shall be reimbursed for the actual cost of one telephone call home to a maximum of five minutes for each night away.

28. ARTICLE 67 – TRAVEL ALLOWANCE

67.1

A travel allowance of ~~\$0.47~~ **\$0.51** per kilometre may be claimed by employees authorized to use their own motor vehicle on OC business. It shall not be a condition of employment for employees to supply or use their own car. Effective ~~April~~ **July 1, 2016** ~~2020~~, this rate shall increase to ~~\$0.48~~ **\$0.52** per kilometre and effective ~~April~~ **July 1, 2018** ~~2021~~, this rate shall increase to ~~\$0.50~~ **\$0.53** per kilometre.

29. ARTICLE 71 – HEALTH AND SAFETY

71.7 Special Apparel

(b) Regular employees and non-regular employees with more than 2,520 hours of accumulated service who are required by the Workers Compensation Act, Occupational Health and Safety Regulations (as determined by the Manager, Health, Safety & Emergency Management Services) to wear safety footwear shall be eligible to be reimbursed for the actual cost of safety footwear to a maximum of \$100 per annum. ~~Eligible employees shall have the option of purchasing safety footwear for more than \$100 and shall be reimbursed on the basis of \$100 per calendar year to the maximum cost of the safety footwear.~~ **Effective date of ratification reimbursement for safety footwear will be to a maximum of \$250 every two years.**

30. ARTICLE 79 – TERM OF THE AGREEMENT

79.1

This Agreement, unless changed by mutual consent of both parties thereto, shall be in force and effect from and after July 1, 2014-~~9~~ and up to and including June 30, 2019~~22~~ and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the relevant labour legislation of British Columbia.

31. LOU # 1 – STUDENT EMPLOYEES

Salary Scale:

Effective Date	Change	Wage Rate
April 1, 2014		\$10.67
July 12, 2015	1% increase	\$10.78

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May 1, 2016	0.45% ESD	\$10.83
July 10, 2016	0.5% increase	\$10.88
May 14, 2017	1% increase + ESD [†]	\$11.04
July 9, 2017	0.5% increase	\$11.10
May 13, 2018	1% increase + ESD [†]	\$11.26
July 8, 2018	0.5% increase	\$11.32
May 12, 2019	1% increase + ESD [†]	\$11.48

[†] If an Economic Stability Dividend (ESD) General Wage Increase is approved, this agreement will be updated. See Appendix F.

<u>Effective Date</u>	<u>Wage Rate</u>
<u>July 1, 2019</u>	<u>\$13.85</u>
<u>Date of ratification</u>	<u>\$14.13</u>
<u>June 1, 2020</u>	<u>\$14.60</u>
<u>July 1, 2020</u>	<u>\$14.89</u>
<u>June 1, 2021</u>	<u>\$15.20</u>
<u>July 1, 2021</u>	<u>\$15.50</u>

32. LOU # 2 Co-Operative Education Students

The parties recognize the advantages in assisting students in obtaining practical work experience as part of co-operative education. In recognition, this Letter of Understanding will establish the guidelines under which these students may be hired, and will establish the salary rate and working conditions for these students.

1. This Letter of Understanding will apply to students registered in a recognized Co-operative Education Program at a participating post-secondary institution with preference given to Okanagan College students.
2. ~~A co-operative education student training committee will be struck composed of two appointees each from the Union and OC. This Committee will review the applications for placing Co-operative Education students.~~ **OC will provide a copy of the job description to the Union.**

There will be a maximum of 15 Co-operative Education students hired during any one academic year (July 1 – June 30). The number of Co-operative Education students hired may be increased if mutually agreed to by the **Joint Union Management Committee (JUMC).**

3. The Co-operative Education Students shall be paid according to the following rates:
 - i) Co-op term 1 (first four months of work term) - ~~60~~**65**% classification base rate.
 - ii) Co-op term 2 (second four months of work term) - 70% classification base rate.
 - iii) Co-op term 3 (third four months of work term) - 80% classification base rate.
 - iv) Co-op term 4 (fourth four months of work term) - ~~80~~**85**% classification base rate.

v) Co-op term 5 (fifth four months of work term) – ~~80~~ 90% classification base rate.

4. The parties agree that Co-operative Education students employed and paid in accordance with this Letter of Understanding will be considered non-regular employees and receive the appropriate benefits in accordance with the Collective Agreement, but will not be subject to or affected by layoff and recall provisions in the Collective Agreement. Co-operative Education students, as non-regular employees, shall be considered terminated upon completion of the term of employment and shall not retain seniority.

5. Co-operative Education students will not be hired when regular employees are on layoff provided the employees on layoff have the necessary qualifications, abilities and experience, as determined by the Joint Layoff Committee, to perform the work. Non-regular employees will not be displaced by OC from a current or ongoing non-regular position as a result of the employment of Co-operative Education students.

6. The standard hours of work for Co-operative Education students will be seven hours per day and 35 hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Co-operative Education student does not work more than 70 hours in a biweekly period.

7. This Letter of Understanding shall form a part of the Collective Agreement between the BCGEU and Okanagan College. ~~Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the Employer and are subject to negotiations between the parties.~~

33. LOU # 3 – RESEARCH PROJECTS

5. Employees hired as research assistants to perform work not normally covered by an existing classification of this bargaining unit will be paid in accordance with the following scale:

Effective Date	Change	1 st Year Students	2 nd Year Students	3 rd Year Students	4 th Year Students	Bachelor's Degree	Bachelor's Degree + Exp. or Educ.
April 1, 2014		\$10.92	\$11.57	\$12.20	\$12.83	\$15.46	\$17.91
July 12, 2015	1% increase	\$11.03	\$11.69	\$12.32	\$12.96	\$15.61	\$18.09
May 1, 2016	0.45% ESD	\$11.08	\$11.74	\$12.38	\$13.02	\$15.68	\$18.17
July 10, 2016	0.5% increase	\$11.14	\$11.80	\$12.44	\$13.09	\$15.76	\$18.26
May 14, 2017	1% increase + ESD ¹	\$11.30	\$11.97	\$12.62	\$13.28	\$15.99	\$18.52
July 9, 2017	0.5% increase	\$11.36	\$12.03	\$12.68	\$13.35	\$16.07	\$18.61
May 13, 2018	1% increase + ESD ¹	\$11.52	\$12.20	\$12.86	\$13.54	\$16.30	\$18.88
July 8, 2018	0.5% increase	\$11.58	\$12.26	\$12.92	\$13.61	\$16.38	\$18.97
May 12, 2019	1% increase + ESD ¹	\$11.75	\$12.44	\$13.11	\$13.81	\$16.62	\$19.25

¹ If an Economic Stability Dividend (ESD) General Wage Increase is approved, this agreement will be updated. See Appendix F.

<u>Effective Date</u>	<u>1st to 4th Year Students</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree + Exp. or Educ.</u>
<u>1-Jul-19</u>	<u>\$13.85</u>	<u>\$16.66</u>	<u>\$19.29</u>
<u>Date of Ratification</u>	<u>\$14.13</u>	<u>\$16.99</u>	<u>\$19.68</u>
<u>1-Jun-20</u>	<u>\$14.60</u>	<u>\$16.99</u>	<u>\$19.68</u>
<u>1-Jul-20</u>	<u>\$14.89</u>	<u>\$17.33</u>	<u>\$20.07</u>
<u>1-Jun-21</u>	<u>\$15.20</u>	<u>\$17.33</u>	<u>\$20.07</u>
<u>1-Jul-21</u>	<u>\$15.50</u>	<u>\$17.68</u>	<u>\$20.47</u>

34. LOU # 7 – VISUAL LANGUAGE INTERPRETER

DELETE

35. LOU # 8 – TEACHING ASSISTANTS AND LABORATORY DEMONSTRATORS

Salary Scale:

<u>Effective Date</u>	<u>Change</u>	<u>3rd Year Students</u>	<u>4th Year Students</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree + Exp. or Educ.</u>
April 1, 2014		\$12.20	\$12.83	\$15.46	\$17.91
July 12, 2015	1% increase	\$12.32	\$12.96	\$15.61	\$18.09
May 15, 2016	0.45% ESD	\$12.38	\$13.02	\$15.68	\$18.17
July 10, 2016	0.5% increase	\$12.44	\$13.09	\$15.76	\$18.26
May 14, 2017	1% increase + ESD [‡]	\$12.62	\$13.28	\$15.99	\$18.52
July 9, 2017	0.5% increase	\$12.68	\$13.35	\$16.07	\$18.61
May 13, 2018	1% increase + ESD [‡]	\$12.86	\$13.54	\$16.30	\$18.88
July 8, 2018	0.5% increase	\$12.92	\$13.61	\$16.38	\$18.97
May 12, 2019	1% increase + ESD [‡]	\$13.11	\$13.81	\$16.62	\$19.25

[‡] If an Economic Stability Dividend (ESD) General Wage Increase is approved, this agreement will be updated. See Appendix F.

<u>Effective Date</u>	<u>3rd and 4th Year Students</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree + Exp. or Educ.</u>
<u>1-Jul-19</u>	<u>\$13.85</u>	<u>\$16.66</u>	<u>\$19.29</u>

<u>Date of Ratification</u>	<u>\$14.13</u>	<u>\$16.99</u>	<u>\$19.68</u>
<u>1-Jun-20</u>	<u>\$14.60</u>	<u>\$16.99</u>	<u>\$19.68</u>
<u>1-Jul-20</u>	<u>\$14.89</u>	<u>\$17.33</u>	<u>\$20.07</u>
<u>1-Jun-21</u>	<u>\$15.20</u>	<u>\$17.33</u>	<u>\$20.07</u>
<u>1-Jul -21</u>	<u>\$15.50</u>	<u>\$17.68</u>	<u>\$20.47</u>

36. LOU #9 - LABOUR MARKET ADJUSTMENT

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

Information Technology

An annual labour market stipend as per the October 8, 1998 agreement between the parties will continue to be paid to employees of the Information Technology Services Department who are employed in the positions of Data Base Administrator and Senior Programmer/Analyst. New employees who are hired by the Information Technology Services Department into these classifications will be placed on the appropriate step in the salary scale and will progress up the salary scale in accordance with the Collective Agreement to the maximum range of the position.

The stipend will be paid in addition to the normal rate for the position.

Within three months of the expiry of the Collective Agreement, the parties shall review the arrangement to determine if the market value stipend is still required. In the event a stipend is no longer required, incumbents to these positions will continue to receive the stipend and be "grandfathered".

37. LOU #10 - ON CALL POWER ENGINEERS

To meet the requirement to have a Power Engineer available by telephone as directed by Technical Safety BC the Boiler and Pressure Vessel Safety Authority (the "Authority"), the parties agree to the following:

1. "On call" in this Letter of Understanding ("LOU") means the time period specified by the College during which an off-duty Power Engineer is required to carry a cell phone for the purpose of responding to boiler/chiller plant related emergency calls.
2. On call duty under this LOU is only required during the periods of the year when operation of the central heating system is necessary.
3. A Power Engineer who is on call shall be paid an on call differential of two-dollars per hour. Effective January 1, 2021 the on call differential will increase to three dollars per hour.

38. LOU #12 - INCREMENT PROGRESSION AND LONG SERVICE INCREMENTS IN THE EVENT OF RECLASSIFICATION

Effective September 1, 2013:

1. Increment progression occurs at 12 months' full-time service. Twelve months' full-time service for all support staff employees including part-time regular and non-regular will be standardized to occur at 1820 hours paid, exclusive of overtime.
2. Upon reclassification, calculation of full-time service for increment progression shall commence at the effective date of reclassification on to the new salary band (i.e. All employees shall re-start hours accumulation when their position is reclassified into a higher salary band). However, this does not apply where employees post into another position (i.e. hours accumulation is not re-set).
3. Employees shall receive an annual increment in the pay period during which they conclude 1820 hours until they reach the maximum salary step in their respective salary band or additional steps above the salary band where paragraphs 5 and 6 apply.
4. Calculation of full-time service for long service award increment progression shall be continuous from the commencement of employment regardless of which classification the hours were accumulated in (e.g. employees shall be entitled to the first long service increment at the conclusion of 18,200 hours paid, to the second at 27,300 hours paid etc.).
5. Employees who are entitled to a long service increment shall be entitled to progress at the conclusion of a subsequent 1820 hours on the salary scale above the maximum salary step to the step commensurate with their long service entitlement. (i.e. Employees who have completed 10 continuous years of full-time service or its equivalent (18,200) shall be entitled to progress to steps above the maximum salary step after each 1820 hours from the previous increment, until they reach the number of steps above the salary scale that they had prior to their reclassification or posting into a job with a higher classification, plus any steps subsequently received for additional long service increments).
7. In addition to the entitlement in paragraph 5, all employees shall be entitled to two further long service increments from the date this agreement was implemented after which time, no further additional long service increments shall be awarded.



39. NEW LOU #XX RE MSP

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.

40. NEW LOU #XX re Service Improvement Fund

XX.1

There shall be a fund established to support specific types of employee training and professional development activities that would enhance the delivery of services to students. Examples of appropriate activities include, but are not limited to: indigenous cultural competencies, mental health and crisis management, working with persons with disabilities, communications, conflict resolution, etc.

XX.2

The amount allocated by OC to the fund each year will be in accordance with the following schedule:

<u>Year 1:</u> <u>On the date of ratification</u>	<u>Year 2:</u> <u>On July 1, 2020</u>	<u>Year 3:</u> <u>On July 1, 2021</u>
<u>\$40,000</u>	<u>\$82,000</u>	<u>\$124,000</u>

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year 3, funds not allocated within the fiscal year will be carried over for one year only.

The July 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.

XX.3

An employee or a group of employees may apply to the Fund to cover the cost of activities that would enhance the delivery of services to students.

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

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



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

41. APPENDIX C – Salary Scales

Appendix C in the Collective Agreement will be updated as follows:

- Effective ~~the date of ratification of the Memorandum of Settlement or~~ July 1, 2019 (whichever is later), all wage scales in the collective agreement which were in effect on June 30, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2020, all wage scales in the collective Agreement which were in effect June 30, 2020 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2021, all wage scales in the collective Agreement which were in effect June 30, 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 on the date of ratification.*

42. APPENDIX G

Bargaining Committee

Representing OC:

~~Deb Peterson~~
~~Denise Fallis~~ Linda Heska
~~Laura Eagen~~ Jordan Perrey
~~Jane Muskens~~ James Coble
Jane Lister
~~Vanessa Morash~~ Caroline Barnhart
Diane Adair

Chairperson
Spokesperson
Committee Member
Committee Member
Committee Member
Committee Member
Executive Assistant

Representing the BCGEU Support Staff:

Marcel Beerkens
Val Tuhkala
Yvonne Caldwell
~~Gord Stefansson~~ Karolynn Green
~~Rob Wotherspoon~~ Ann Forrest
BCGEU Support Staff Chairperson
Committee Member
Committee Member
Committee Member
Staff Representative, Spokesperson

**moved over from LOU # 12*

SCHEDULE B

Items previously agreed and signed off between the parties during these negotiations in the renewal of the 2014-2019 OC BCGEU Collective Agreement.

	Article / Description	Date Tentatively Agreed -Signed
1	Gender Neutral Review	December 12, 2019
2	Art 5.1 - hskg	December 12, 2019
3	Art 36.5 - hskg	December 12, 2019
4	Art 47.4 - hskg	December 12, 2019
5	Art 47.6 - delete	December 12, 2019
6	Signatory page – update hskg	December 12, 2019
7	LOU #10 On Call Power Engineers	December 12, 2019
8	Appendix D Severance Grandparenting – update hskg	December 12, 2019
9	Appendix F Economic Stability Dividend - delete	December 12, 2019
10	App A & E, LOUs #4, 5, 6, & 11 - renew	December 12, 2019

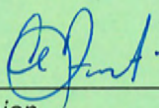


HOUSEKEEPING

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.

Agreed to:

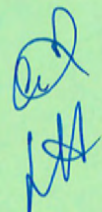


For the Union



For the Employer

Date: Dec 12/19



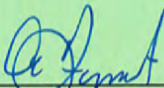
ARTICLE 5 - CERTIFICATE OF BARGAINING AUTHORITY

5.1

This agreement shall relate only to employees and categories of employees referred to in the Certificate of Bargaining Authority issued by the Labour Relations Board under date of August 14, 1973, and covering only Non-Teaching Staff as expressly provided in Appendix A. Other categories of Non Teaching Staff may be added subsequent to the anniversary date of this agreement, but in any event the following shall be excluded:

Executive Assistant to the President
Executive Assistant to the Vice-President, ~~Education~~ **Academic and Provost Office**
Executive Assistant to the Vice-President, ~~Finance and Administration~~ **Employee and Corporate Services**
Executive Assistant to the Vice-President, Students
Executive Office Assistant
Executive Assistant to the Board of Governors and Director, Legal Affairs and Policy Development
Executive Assistant to the Director, Public Affairs
Executive Assistant to the Director, Advancement and Alumni Affairs
Executive Assistant to the Director, Human Resources
Human Resource Assistants
Executive Assistant to the Regional Dean, North Okanagan
Executive Assistant to the Regional Dean, Shuswap/Revelstoke
Executive Assistant to the Dean, Arts and Foundational Programs
Executive Assistant to the Dean, Trades and Apprenticeship
Executive Assistant to the Dean, Science, Technology and Health
Executive Assistant to the Dean, Okanagan School of Business
Executive Assistant to the Director, Continuing Studies
Executive Assistant to the Director, Ancillary, Business and Risk Management Services
Executive Assistant to the Director, Campus Planning and Facilities Management
Executive Assistant to the Director, Student Services
Executive Assistant to the Registrar
Executive Assistant to the Director, International Education
Executive Assistant, Financial Services
Executive Assistant, Library Services

Agreed to:



For the Union



For the Employer

Date: Dec 12 / 19



ARTICLE 36 – WORKFORCE REDUCTION

36.5 Notice to Employees, Claiming a Position, Layoff And Recall

(a) OC may give notice of layoff to affected employees on regular full-time, part-time and sessional appointments; however, such notice shall not be less than 20 OC working days, prior to implementation.

(b) Employees on regular full-time, part-time or sessional appointments who are given notice of layoff, may elect to exercise their seniority by claiming a position or may elect to be laid off and to be placed on the recall list for recall to a position within the employee's former appointment category and classification.

(c) Employees who elect to exercise their seniority may claim a position as follows:

(1) A regular full-time, part-time or sessional employee may claim a comparable position that is occupied by the least senior regular employee within the regular full-time, part-time or sessional employee's campus.

(2) "Comparable" for the purpose of this article means a position within the same appointment category, classification and with the same full-time equivalent hours.

(3) Where a comparable position is available the employee shall normally be appointed.

(d) Where a comparable position does not exist within the employees' campus employees may claim a position as follows:

(1) A regular full-time employee may claim the position that is occupied by the least senior full-time regular employee within the campus or centre of the position being claimed; or

(2) A regular part-time or sessional employee may claim the position that is occupied by the least senior regular part-time or sessional employee within the campus or centre of the position being claimed, where the hours are equivalent to or greater than the laid off employee; or

(3) An employee may claim the position where the hours are less than their existing hours provided the position being claimed is occupied by the least senior employee within that campus or centre.

(e) The claiming of a position is subject to:

(1) the claimant being able to perform the duties and meet the minimal educational and experience requirements of the position being claimed; and

(2) the claimant having more seniority than the incumbent as of the date of the layoff notice issued to the claimant; and

(3) if the position claimed is at another OC campus or centre then OC shall not be required to pay any transfer expenses; and

(4) the claimant being subject to a three month trial period.

(5) Where an employee has claimed a position and the employee proves unsatisfactory during the trial period, the employee shall be re-appointed to a vacant position that is comparable to their former position or failing the availability of a vacancy shall be placed on the non-regular employee list.

(f) Should the claiming of a position under Clause 36.5(d) not be possible, the employee may claim a position occupied by an employee on non-regular appointment provided that the claimant is able to perform the duties and meet the minimal educational and experience requirements of the position being claimed.

(g) (1) Employees who claim a position under Clause 36.5(f) shall retain their regular appointment status for the term of their employment in that position and any subsequent consecutive appointments to like positions.

(2) For the purpose of this article an employee who has accepted non-regular appointment shall retain his/her right to claim a regular position under Clause 36.5(d) for a maximum period of one year from the date of layoff unless an extension is mutually agreed to by the Joint Committee.

(h) An employee who elects to be laid off and placed on the recall list or who is unable to claim a position under Clause 36.5(d) or (f) will be given notice of layoff and placed on the recall list for recall to a position, at the employee's former campus or centre, within the employee's former appointment category and classification, subject to qualifications.

(i) In the event that a position becomes available pursuant to Clause 36.5(h) within a 12 month period from the date of layoff, he/she shall be offered the position.

(j) In the event that an employee refuses a recall offer to his or her former position, within five working days of the offer, OC shall remove the employee's name from the recall list, and all rights to recall shall be extinguished unless there are extenuating circumstances acceptable to the Joint Committee.

(k) An employee whose position is eliminated and who is laid off under this article and who has served OC for two years or more shall, if re-employed by OC in a regular position in accordance with Clause 36.5(i), retain all rights in relation to seniority and salary.

(l) In the case of employees whose employment was terminated under this article the records of such employees and any references for them shall clearly indicate the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.

(m) The scheduled non-working time; i.e., the inter-session period, for employees on regular appointments of less than 12 consecutive months shall not be deemed to be a temporary layoff for the purpose of this article.

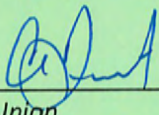
~~(n) In the event of layoff of employees on regular appointments, OC agrees to pay the monthly BC Medical Plan premiums for employees on regular appointments who are presently covered by the Plan, up to a limit of three months.~~

~~(e)~~(n) If former employees are re-employed on a regular appointment by OC during the 12 month period following termination, they shall refund to OC that portion of severance pay which exceeds one month's salary for each month of layoff.

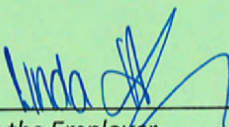
~~(p)~~(o) An employee shall retain his/her right to recall for a maximum period of 12 months from the date of layoff.

~~(q)~~(p) Both parties agree that, in the case of correspondence relevant to Clause 36.5, copies of such correspondence between OC and employees 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 12/19



ARTICLE 47 – HEALTH AND WELFARE PLANS

47.4 Medical Care Plan

(a) ~~Standard Medical.~~**Renumber remaining clauses accordingly*(b) ~~Medical Supplement.~~ **Extended Health Benefit Plan**(c) *Optical Coverage*

- ~~\$250 maximum coverage for each insured individual during a 24-month period, and every 12 months for each insured individual under the age of 18 years.~~

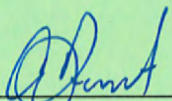
- Effective January 1, 2019, \$400 maximum coverage for each insured individual during a 24 month period, and every 12 months for each individual under the age of 18 years.

- Employees shall be reimbursed a total of \$75.00 every 24-month period for vision examinations.

(d) *Medical Travel Referral Benefit*

- For service and supplies not covered by the Medical Services Plan of BC up to \$125 per day for up to fifty days in accordance with guidelines issued by the carrier.

Agreed to:



For the Union

For the EmployerDate: Dec 12/19

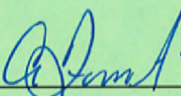
HOUSEKEEPING
ARTICLE 47 – HEALTH AND WELFARE PLANS

47.6 — BC Provincial Pharmacare Formulary

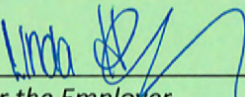
Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

**Renumber remaining clauses accordingly*

Agreed to:



For the Union



For the Employer

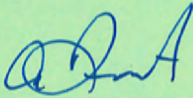
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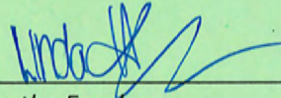
LETTER OF UNDERSTANDING #10
On Call Power Engineers

To meet the requirement to have a Power Engineer available by telephone as directed by the ~~Boiler and Pressure Vessel Safety Authority~~ Technical Safety BC (the "Authority"), the parties agree to the following:

Agreed to:



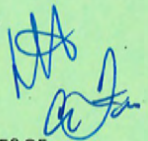
For the Union



For the Employer

Date:

Dec 12/19

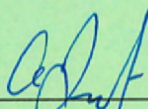


HOUSEKEEPING

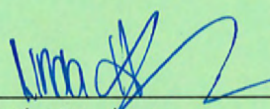
The following is to be renewed, without changes, for the duration of this agreement:

Appendix A
Appendix E
LOU #4
LOU #5
LOU #6
LOU #11

Agreed to:



For the Union



For the Employer

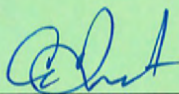
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HOUSEKEEPING
APPENDIX D
Severance Grandparenting

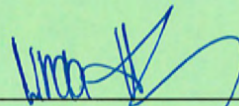
The following employees received a regular appointment prior to June 30, 1990 and are eligible for grandparenting of severance on resignation:

C. Cable
M. Ordze
L. Rozniak
J. Ulrich

Agreed to:




For the Union



For the Employer

Date:

Dec 12/19



**HOUSEKEEPING
APPENDIX F
Economic Stability Dividend**

Definitions

1. — In this appendix:

"*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 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 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 appendix 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.

"*GW*" or "*General Wage Increase*" means a general wage increase resulting from the formula set out in this appendix 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 growth in BC's real GDP.

3. — Employees will receive a general wage increase (GW) equal to one half ($\frac{1}{2}x$) 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 GW 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 2015/20016 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 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 (2016/17):

- (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:

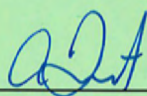
2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

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

**remove all references to "ESD" throughout agreement and renumber remaining articles if necessary*

Agreed to:



For the Union



For the Employer

Date: Dec 12/19



SIGNED ON BEHALF OF
THE UNION:

Stephanie Smith
President

Marcel Beerkens
Bargaining Committee Chair

Val Tuhkala
Bargaining Committee Member

Yvonne Caldwell
Bargaining Committee Member

~~Gord Stefansson~~ **Karolynn Green**
Bargaining Committee Member

~~Rob Wotherspoon~~ **Ann Forrest**
Staff Representative

Ronda Vilene
Bargaining Committee MemberSIGNED ON BEHALF OF
THE EMPLOYER:

Jim Hamilton
President

~~Deb Peterson~~ **Linda Heska**
Chairperson

~~Denise Fallis~~ **Jane Lister**
~~Spokesperson~~ **Bargaining Committee Member**

~~Laura Eagen~~ **James Coble**
Bargaining Committee Member

~~Jane Lister~~ **Jordan Perrey**
Bargaining Committee Member

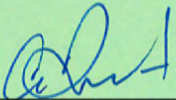
~~Vanessa Morash~~ **Caroline Barnhart**
Bargaining Committee Member

~~Jane Muskens~~
~~Bargaining Committee Member~~

Alan Davis Michael Marchbank
PSEA Board Vice Chairperson Chair

Dated this _____ day of _____, 20____.

Agreed to:



For the Union



For the Employer

Date: Dec 12/19

