

DOUGLAS COLLEGE

("the Employer")

and

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

("the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU - LOCAL 703 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND 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 Local Collective Agreement continue except as specifically varied below.

All of the terms and conditions of the 2014-2019 Common Collective Agreement, unless otherwise specified.

This Memorandum of Agreement is made subject to errors or omissions.

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.

5. 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.

1. NEW

Effective date of ratification, the Employer and the Union agree to amend format for numbering:

- From one (1) to one (for numbers one – nine)
- From ten (10) to 10 (numbers 10 and over)

2. Move to Gender Neutral Language - Housekeeping

Effective date of ratification, the Employer and the Union agree to replace:

- She/He and s/he with they or the employee;
- His/Her with their;
- Him/Her or himself/herself with them or themselves.

Wherever references occur in the collective agreement.

3. 3.12 Employee Assistance Program - Housekeeping

Replace:

Employee Assistance Program

With:

Employee **and Family** Assistance Program

4. 15.1 Standard Workweek - Housekeeping

Delete:

~~(c) — For those regular employees who were in the employ of the College on September 1, 1975, in accordance with the terms of their appointment letters, the standard workweek shall consist of thirty-five (35) hours of work in a Monday through Friday workweek. The workday shall consist of seven (7) working hours per day.~~

Replace with LOU XX:

Standard Workweek Exception

For those regular employees who were in the employ of the College on September 1, 1975, in accordance with the terms of their appointment letters, the standard workweek shall consist of thirty-five (35) hours of work in a Monday through Friday workweek. The workday shall consist of

seven (7) working hours per day. **This LOU will expire on the last day of employment of the last regular employee to have been hired on or before September 1, 1975.**

5. Article 20 Health and Welfare - Housekeeping

Amend:

20.1 Group Benefit Plan

The Group Benefit Plan Booklet will provide you additional information on the benefit entitlement identified in this article. The ~~Basic Medical Insurance~~, Extended Health Benefits, Group Life, Short Term Disability and Long-Term Disability insurance, as well as the Dental Plan, will all be paid in accordance with the schedule of benefits listed in the carrier's plans, and subject to the limitation and eligibility requirements specified in the Plans.

A current copy of the Group Benefit Plan booklet is available on the Douglas College website.

~~**20.2 Basic Medical Insurance**~~

~~All regular employees may choose to be covered by the Medical Services Plan. Employees may choose to extend coverage to their dependents. The College shall pay the full cost of the premium.~~

6. 20.8 Appeals - Housekeeping

Amend:

An employee requiring clarification on their Health and Welfare Benefits or that chooses to appeal a claims decision should contact the Human Resources Manager, Benefits and Compensation, who will provide an outline of the appeal procedure.

7. 28.1 Job Postings - Housekeeping

Amend:

(b) When a vacancy occurs which the College intends to fill, it shall be posted as outlined in (a) above, except in the cases of temporary vacancies which shall be filled as follows:

(1) Regular employees in the same department and/or work area shall be given the first (1) consideration in filling the position in a substitution pay situation, without posting, pursuant to the criteria for substitution established under Article ~~19.6~~ **19.5**.

(2) If the temporary vacancy is not filled by a regular employee in the same department and/or work area it shall be posted, clearly stating that should any other

regular employee be selected to fill the position, it will be on a substitution pay basis **pursuant to the criteria for substitution established under Article 19.5.**

8. 29.3 Classification Rating - Housekeeping

Replace:

~~Pay~~ Level III

With:

Grid Level III

9. Appendix A, Re: Salary Scales and Appendix B, Re: BCGEU Positions and Respective Pay Levels - Housekeeping

Add:

- Senior Computer Technician (16.1)
- Business System Analyst (18.2)

10. Appendix A & B - Housekeeping

Replace:

~~Pay~~ Level III

With:

Grid Level III

11. Collective Agreement Index - Housekeeping

Add Index at end of the Collective Agreement.

12. 3.1 Bargaining Unit Defined

Replace:

- a) ~~The question of inclusion or exclusion of a new position created by the College will be negotiated with the Union prior to any posting of the position. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.~~

With:

- a) **The College will notify the Union of the creation of any position which the College intends to treat as an excluded position, along with the reasons justifying such exclusion. Such notice shall be given upon creation of such position at least thirty (30) days prior to filling the new position. In the event the parties do not agree that the position is excluded, the question of inclusion or exclusion may be referred to the BC Labour Relations Board. Pending a Labour Relations Board decision, the position may be filled and worked.**

13. 3.8 Union Insignia – Modernize Language; no intent to change interpretation of article.

c) Replace the wording:

“stenography typed”

With:

“documents prepared”

And Delete:

typewritten

14. 4.1 Union Security

- (a) All bargaining unit employees shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after execution of this agreement shall, as a condition of continued employment, become members of the Union, and maintain such membership, ~~upon~~ ~~completion of thirty (30) calendar days as an employee.~~

15. **11.8 Investigator**

Delete:

~~11.8 Investigator~~

~~(a) During the term of the collective agreement, if a difference arises between the parties relating to the dismissal or suspension of an employee, or to the interpretation, application, operation or the alleged violation of this agreement, including any question as to whether a matter is arbitrable, the parties may agree to retain an Investigator to:~~

- ~~(1) investigate the difference;~~
- ~~(2) define the issue(s) in the difference; and~~
- ~~(3) make written recommendations to resolve the difference.~~

~~(b) For those thirty (30) days from the date of receipt, time does not run in respect of the grievance procedure.~~

~~(c) The Union and the College shall confer and may agree, without prejudice, to implement the investigator's recommendations that result from a hearing under this clause.~~

~~(d) Each part shall pay one half (1/2) of the fees and expenses of the Investigator.~~

16. **16.2 Shift Premiums**

(a) **Effective January 1, 2021**

Shift premiums shall be paid in accordance with the following schedule:

Shift Starting Time	Hours at No Premium	Hours at 75¢ <u>\$0.90</u> Premium	Hours at 85¢ <u>\$1.00</u> Premium
6:00 a.m.	7		
7:00 a.m.	7		
8:00 a.m.	7		
9:00 a.m.	7		
10:00 a.m.	7		
11:00 a.m.	7		
12:00 noon	4	3	
1:00 p.m.	3	4	
2:00 p.m.		7	
3:00 p.m.		7	
4:00 p.m.		7	
5:00 p.m.		7	
6:00 p.m.		7	
7:00 p.m.		7	
8:00 p.m.		4	3
9:00 p.m.		3	4

Shift Starting Time	Hours at No Premium	Hours at 75¢ <u>\$0.90</u> Premium	Hours at 85¢ <u>\$1.00</u> Premium
10:00 p.m.			7
11:00 p.m.			7
12:00 midnight			7
1:00 a.m.			7
2:00 a.m.			7
3:00 a.m.			7
4:00 a.m.	3		4
5:00 a.m.	4		3

17. 17.6 Overtime Meal Allowance

Employees who are required to work a minimum of two and one-half (2½) hours' overtime before or after their scheduled hours of work shall be provided with a hot meal or shall be reimbursed in the amount of ~~ten dollars (\$10)~~ **fifteen dollars (\$15)**. A meal break of one-half (½) hour with pay shall be given at the overtime rate. A further hot meal allowance of ten dollars (\$10) and a meal break of one-half (½) hour with pay shall be provided during each subsequent ~~four (4)~~ **five (5)** hour overtime period.

18. 19.11 Vacation Carryover

Amend:

Effective January 2020:

(a) An employee may carry over up to ~~ten (10)~~ **twelve (12)** unused vacation days from one calendar year to the following year. ~~provided that any and all vacation days carried forward are used by the employee by the end of the third following calendar year. At no time will the employee's total amount of carried over vacation days exceed fifteen (15) days.~~

(b) Where the employee has neither scheduled vacation days nor indicated an intent to carry over unused vacation days as described in (a) above, the College may require the employee to do so, or the College may schedule the vacation time for the employee.

(c) The restrictions in this clause do not apply in situations where, for operational reasons, the College asks and the employee agrees to cancel scheduled vacation within the last three (3) months of the year. In such cases, the employee may carry over no more than twenty (20) days, ~~which must be used by the end of the third following calendar year~~ **from one calendar year to the following year.**

(d) If, before the end of one calendar year, an employee is unable to take full vacation entitlement due to a leave such as a parental or disability leave, then, within thirty (30) days of return to work, the employee shall schedule the carried over vacation leave at a mutually acceptable time, to be taken no later than the end of the following calendar year.

19. While not to be included in the collective agreement, the benefit improvements agreed to are:

Effective January 1, 2020:

- Dental - Increase maximum for Plan A and B (Levels I to IV) to **\$1,200** from \$1,000
- Paramedical – **Expand paramedical to include Acupuncture and Professional Counselling**

Effective July 1, 2021:

- **Short-term Indemnity Plan** – Seventy-five percent (75%) of weekly earnings to a maximum of ~~\$900~~ to **\$1,100** per week.

20. **20.3 Extended Health Benefit - housekeeping**

All regular employees may choose to have themselves and their dependants covered by the Extended Health Care Benefits, which shall include an eyeglass or contact lens prescription option. The College shall pay the full cost of the premium.

(a) Total lifetime coverage level will be unlimited.

(b) Hearing aid benefit claims to a maximum of ~~six hundred dollars (\$600) every five (5) years. Effective January 1, 2016, hearing aid benefit claims to a maximum of one thousand dollars (\$1,000) every five (5) years.~~

(c) Vision care benefit claims will be to a maximum of ~~two hundred and fifty dollars (\$250) **four hundred dollars (\$400)** every two (2) years. Effective January 1, 2019 **2020**, vision care benefit claims will be to a maximum of ~~four hundred dollars (\$400) **five hundred dollars (\$500)** every two (2) years.~~~~

(d) Employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams. **Effective January 1, 2020, employees will be reimbursed a total of one hundred dollars (\$100) every two (2) years for vision exams.**

~~(e) Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.~~

21. **21.4 Administration of the Fund**

(h) No single employee shall be sponsored for education and training at a total cost to the fund in excess of one thousand, five hundred dollars (\$1,500) ~~over a two (2) per~~ fiscal year period for tuition fees, course materials and travel expenses. The cost of travel expenses shall not exceed

the cost of tuition fees. **The total cost of approved applications will not exceed the amount available in the fund. Preference will be given to applications from employees who have not used this fund in the previous twelve months.**

22. Article 22 – Special And Other Leave

22.2 Full-Time Union or Public Duties

The College shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, ~~or~~ federal **or Indigenous government** election;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of three (3) years, which may be renewed by mutual consent. Seniority shall not accumulate during this leave of absence beyond a period of three (3) years;
- (c) for employees elected to a public office for a maximum period of five (5) years.

22.4 Elections

The College shall comply with federal, provincial, ~~and~~ municipal, **and Indigenous government** statutory requirements as they relate to elections within those respective jurisdictions. Employees eligible to vote in a federal, provincial, ~~or~~ municipal **or Indigenous government** election or a referendum, will receive the statutory time during the hours in which the polls are open, in which to cast their ballot.

23. NEW

Leave for Domestic Violence

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

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

24. NEW

Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such

leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

25. NEW

Leave Respecting the Death of A Child

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

26. NEW

Compassionate Care Leave

Entitlement

An employee is entitled to a compassionate care leave of absence without pay for up to 27 weeks to care for a gravely ill family member if they are entitled to leave respecting compassionate care for a gravely ill family member under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

27. **22.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family, employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, up to five (5) working days upon a death in the immediate family of the employee. Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, foster parent, stepchild, foster child, grandchild, spouse equivalent.

(b) In the event of the death of the employee's grandparent, brother-in-law, sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to paid leave for one (1) day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits if the employee attends the funeral of a family member as defined.

(c) An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of the service.

28. **Article 23 – Maternity, Parental and Adoption Leaves**

ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES

Preamble

The terms and conditions for Maternity, Parental and Adoption leaves for auxiliary employees shall be in accordance with the *Employment Standards Act*. **For the purposes of Article 23, the term "birth-parent" refers to an employee who is pregnant or one who has given birth.**

23.1 Maternity Leave

- (a) A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid pregnancy **maternity** leave.
- (b) A pregnant employee will provide the College with a written request for leave at least four (4) weeks prior to the start of the leave and a medical certificate in support of the request for leave.
- (c) The maternity leave may start no earlier than ~~eleven (11)~~ **thirteen (13)** weeks before the expected birth date, **and no later than the actual birth date**, and must end no earlier ~~later~~ than ~~six (6)~~ **seventeen (17)** weeks after the **leave begins. If the employee requests to return earlier than six (6) weeks after giving** birth date ~~unless the employee is required to~~ produces a doctor's certificate, which supports a request for a shorter period. The leave period may be extended up to six (6) **consecutive** weeks if a doctor certifies that it is required.
- (d) A birth mother must request parental leave, as set out in Clause 23.2 and the *Employment Standards Act*, at least four (4) weeks before beginning parental leave. To take parental leave, the birth mother must begin that leave ~~For a parent who takes leave under 23.1 (c) in relation to the birth of the child with respect to whom the parental leave is to be taken, up to sixty one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after her~~ **their** maternity leave, **unless the College and the employee agree otherwise.**
- (e) Where an employee who is at work becomes ill or injured prior to the leave, or upon ~~of~~ commencement of the leave up to the birth of the child, ~~following the commencement of the eleven (11) week period in (c) above~~ such illness or injury shall be covered by application of the sick leave provision as follows:
- (1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave, or birth of the child(ren), whichever occurs first;
 - (2) where the illness is caused through an abnormal condition of pregnancy as verified in writing by a qualified medical practitioner and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Article 20.7(a) and 20.7(b).
- (f) On return from maternity leave, an employee shall be placed in her **their** former position.
- (g) When an employee is on maternity leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the employee. The College will also continue to make payments to any such plans unless the employee chooses not to continue with her share of the cost of a plan. The employee is also entitled to all increases in wages and benefits which the employee would have received if not on leave.

(h) An employee on maternity leave shall notify the College of the date when the employee shall be returning to work, four (4) weeks prior to the expiration of the maternity leave. If no notification is given, the employee shall be deemed to have abandoned the position.

23.2 Parental and Adoption Leave

(a) The purpose of these unpaid leaves is for the primary care and custody of the new born or newly adopted child(ren).

(b) A birth mother who takes leave under 23.1 (c) in relation to the birth of the child with respect to whom the parental leave is to be taken is entitled to up to sixty-one (61) consecutive weeks of unpaid leave. When a birth mother requests unpaid parental leave in combination with unpaid maternity leave, the combined leaves will not exceed seventy-eight (78) weeks.

(c)(b) Eligible employees shall be granted parental leave without pay for a period of up to ~~thirty-five (35)~~ **sixty-two (62) consecutive** weeks following the birth or adoption of the child(ren). ~~The birth mother must begin that leave immediately after her maternity leave. The other birth parent~~ **other than the birth mother** must begin the leave within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the birth of the child(ren). Likewise, an adopting parent must ~~take~~ **begin** the leave within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child(ren) is/are placed with the parent.

~~(c) Where both parents are employees of the College, the employees shall determine the apportionment of parental leave between them, the total of which will not exceed thirty-five (35) weeks. The leave shall only be granted to one (1) employee parent at a time.~~

~~(d) When a birth mother requests unpaid parental leave in combination with unpaid maternity leave, the combined leaves will not exceed fifty-two (52) weeks.~~

(d)(e) The employee shall notify the College in writing, a minimum of four (4) weeks prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.

(e)(f) The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).

(f)(g) When an employee is on parental or adoption leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the employee. The College will also continue to make payments to any such plans unless the employee chooses not to continue with his or her share of the cost of a plan. The employee is also entitled to all increases in wages and benefits which the employee would have received if not on leave.

23.3 Supplemental Employment Benefit for Maternity and Parental Leave

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

(1) For up to seventeen (17) 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 average base salary.

(2) For up to a maximum of 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.

(3) 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 Supplemental Employment Benefit amount received under Clause 23.3 (a)(2) when the employee opts for thirty-five (35) week Standard Parental Employment Insurance benefit, spread out and paid over the sixty-one (61) week period. Payroll will make this calculation.

(4)~~(3)~~ The average base salary for the purpose of Clauses 23.3(a)(1) to 23.3(a)~~(23)~~ 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.

(b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the College with proof of application for and receipt of Employment Insurance benefits.

(c) (1) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the College's employ for a period equivalent to the leaves taken, after their return to work.

(2) (i) Should the employee fail to return to work and remain in the employ of the College for the return to work period in 23.3(c)(1), the employee shall reimburse the College for the benefits above on a pro rata basis.

(ii) In the event an employee commences another authorized leave with or without pay prior to the conclusion of the period in 23.3(c)(1), the requirement to return to work and remain the College's employ in 23.3(c)(1) will be suspended until such time when the employee returns from the authorized leave.

23.4 Employment Protection

(a) The College may not terminate an employee on maternity, parental or adoption leave or change a condition of employment, without the employee's and Union's written consent.

(b) As soon as the maternity, parental or adoption leave ends, the employee must be returned to his or her **their** former position.

23.5 Extension of Parental or Adoption Leave

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the parental or adoption leave.

A doctor's certificate is required. Benefit provisions under 23.1(g) shall apply.

23.6 Return to Work

- (a) Notwithstanding Articles 19.1 and 19.2 vacation entitlements and vacation pay for regular employees shall continue to accrue while the birth mother is on maternity leave for the duration of the leave, or during the first twenty-six (26) weeks' parental leave.
- (b) In the case of maternity leave, vacation earned pursuant to 23.6(a) may be carried over to the following year, notwithstanding Article 19.12.
- (c) Where the birth mother combines Clause 23.1 and 23.2 leaves, the maximum vacation entitlement will not exceed a total of twenty-six (26) weeks.

29. 26.1 Supply of Work Clothing

- (a) The College agrees to provide the appropriate uniform or wearing apparel to employees required by the College to wear a uniform or standard form of dress.
- (b) The College shall not introduce changes in style or colour of uniforms except by agreement with the Union.
- (c) Regular employees who are required either by the College or Workers' Compensation Board Regulations to wear safety footwear will be reimbursed up to a maximum of ~~eighty dollars (\$80)~~ **ninety dollars (\$90)** per calendar year or a maximum of one hundred and ~~sixty dollars (\$60)~~ **one hundred eighty dollars (\$180)** every two (2) calendar years.

30. 28.1 Job Postings

Amend:

- c) Temporary vacancies or new positions not exceeding ~~thirty (30)~~ **one-hundred and twenty (120)** calendar days may be filled by an on call employee without posting, provided that the provisions of (b)(1) above have been fully exhausted. Extension of this one-hundred and twenty (120) day period must receive prior approval of the Union in writing.

31. Article 29 – Job Classification and Reclassification

While this Letter of Intent is not included in the Collective Agreement, the Parties intend to continue to work together on modernizing the College's Job Evaluation System.

Letter of Intent – Maintenance of Job Evaluation System

Job Evaluation is a systematic process of determining the relative worth or value of a job and not the skills, abilities or performance of an individual. A job evaluation system exists to ensure jobs performing the same or characteristically similar duties and responsibilities are equitably compensated. From time to time maintenance of the system is required to ensure it is up to date and equitably applied.

Douglas College currently uses a gender-neutral point factor job evaluation system. There are approximately 400 FTEs in the bargaining unit whose positions currently encompass 18 pay levels and 1 group of information technology positions (5 levels) on a Labour Market Adjustment (LMA) scale.

Purpose

Through collective bargaining, the Parties have agreed to make plan 'maintenance' recommendations to the College that:

1. Modernize the existing gender-neutral point factor job evaluation system by updating job evaluation factors and factor descriptions to reflect the current nature of work at the College;
2. Update benchmark job documentation;
3. Update the job evaluation process and procedures;
4. Develop a communication strategy to explain job evaluation to all BCGEU Support Staff at Douglas College;
5. Issue joint communications on the progress of the above undertakings.

The Advisory Committee

This project will be guided by a Job Evaluation Advisory Committee that will consist of:

- 4 Union representatives;
- 4 College representatives, one of which may be an external resource;
- 1 PSEA representative.

The tasks of the Advisory Committee are:

1. Establish a terms of reference consistent with this Letter of Intent;
2. Establish a project timeline including key milestones;
3. Assist with data collection;
4. Provide feedback on modernization proposals;

5. Report key milestones to the Parties during development of the project and report final results and recommendations;
6. Monitor and provide feedback on a trial process.

Process

The Committee will meet at set intervals, as determined by the Committee.

The Advisory Committee will operate by consensus and agree that an earnest effort will be made to resolve any disputed matters regarding recommendations made to the College. The Committee cannot commit the use of financial or human resources without the prior approval of the Associate Vice President (AVP) of Human Resources.

Timeline

The target completion date for the project is December 31, 2021.

Implementation is beyond the scope of the life of the renewal of the 2019 Collective Agreement.

32. 32.5 Wages

All wage scales for positions specified in Appendix A shall be increased as follows:

- (a) **Effective the first day of the first full pay period after the date of ratification of the MOA, all wage scales in Appendix A which were in effective 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.**
- (b) **Effective the first day of the first full pay period after July 1, 2020, all wage scales in Appendix A which were in effect on 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.**
- (c) **Effective the first day of the first full pay period after July 1, 2021, all wage scales in Appendix A which were in effect on 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 of the applicable local agreement.

33. 33.7 Health and Welfare

Auxiliary employees shall receive compensation of forty seven cents (47¢) per hour worked in lieu of Health and Welfare Benefits, **as follows:**

Date	Hourly Premium
July 1, 2019	\$0.48
July 1, 2020	\$0.49
July 1, 2021	\$0.50

34. Article 35 – Term of Agreement

35.1 Duration

This agreement shall be binding and remain in effect to midnight, ~~June 30, 2019~~ **June 30, 2022**.

35.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party on or after ~~March 1, 2019~~ **March 1, 2022**, but in any event, not later than midnight, ~~May 31, 2019~~ **March 31, 2022**.

(b) Where no notice is given by either party prior to ~~March 31, 2019~~ **March 31, 2022** and both parties shall be deemed to have given notice under this article on ~~March 31, 2019~~ **March 31, 2022** and thereupon Clause 35.3 of this agreement applies.

(c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notice on behalf of the College shall be given by the Chairperson of the College Board or designate.

35. NEW - Service Improvement Allocation Letter of Understanding

Annual Allowance - Hard to Recruit Support Staff Positions

It is expected that over the life of the next collective agreement, post-secondary education will continue to face recruitment and retention challenges for positions requiring specialized expertise that is in high demand. The parties to this agreement recognize a fresh approach is needed to recruit and to retain incumbents into hard to recruit positions.

The Service Improvement Allocation presents an opportunity to address these recruitment and retention challenges through the creation of a Hard to Recruit Allowance to address immediate shortages in staffing that negatively impact services to students.

Not all support staff positions are defined as hard to recruit. Hard to recruit positions are those where:

- Services to students are negatively impacted;
- There are demonstrated recruitment or retention issues that can be objectively determined using data such as, but not limited to, time to fill, vacancy rates and turnover;
- The issue is wage-related;
- Other options to mitigate recruitment and retention pressures have been considered; and
- Relevant market data from the appropriate market comparators is available.

Hard to recruit positions will be reviewed annually by the College and the Union; additional positions may be deemed eligible for the allowance, subject to funding.

Incumbents working in full-time assignments receive the full amount. Those in part-time assignments receive a prorated amount, which is based on an FTE ratio. The amount of the allowance is calculated by multiplying the FTE ratio by amount of the allowance.

Within ninety days of ratification, the College will meet with the Union executive to receive their input on what positions they view as hard to recruit. Final decisions about which job positions are deemed hard to recruit and therefore eligible to receive the allowance will be made by the College, taking into account the Union's input and current and future operational needs.

36. Appendix A

New salary scale to be included.

APPENDIX A Updated November 14, 2018						
May 1, 2019 - 1% + 0.75% ESD increase						
PAY LEVEL		A	B	C	D	E
I	Hourly	19.23	19.55	19.92	20.32	20.75
	Biweekly	1345.92	1368.35	1394.58	1422.62	1452.62
	Annual	34994.00	35577.00	36259.00	36988.00	37768.00
II	Hourly	19.55	19.92	20.32	20.75	21.12
	Biweekly	1368.35	1394.58	1422.62	1452.62	1478.65
	Annual	35577.00	36259.00	36988.00	37768.00	38445.00
III	Hourly	19.92	20.32	20.75	21.12	21.60
	Biweekly	1394.58	1422.62	1452.62	1478.65	1512.31
	Annual	36259.00	36988.00	37768.00	38445.00	39320.00
IV	Hourly	20.32	20.75	21.12	21.60	22.06
	Biweekly	1422.62	1452.62	1478.65	1512.31	1544.04
	Annual	36988.00	37768.00	38445.00	39320.00	40145.00
V	Hourly	20.75	21.12	21.60	22.06	22.51
	Biweekly	1452.62	1478.65	1512.31	1544.04	1576.00
	Annual	37768.00	38445.00	39320.00	40145.00	40976.00
VI	Hourly	21.12	21.60	22.06	22.51	23.02
	Biweekly	1478.65	1512.31	1544.04	1576.00	1611.54
	Annual	38445.00	39320.00	40145.00	40976.00	41900.00
VII	Hourly	21.60	22.06	22.51	23.02	23.58
	Biweekly	1512.31	1544.04	1576.00	1611.54	1650.73
	Annual	39320.00	40145.00	40976.00	41900.00	42919.00
VIII	Hourly	22.06	22.51	23.02	23.58	24.28
	Biweekly	1544.04	1576.00	1611.54	1650.73	1699.27
	Annual	40145.00	40976.00	41900.00	42919.00	44181.00
IX	Hourly	22.51	23.02	23.58	24.28	24.92
	Biweekly	1576.00	1611.54	1650.73	1699.27	1744.27
	Annual	40976.00	41900.00	42919.00	44181.00	45351.00
X	Hourly	23.02	23.58	24.28	24.92	25.61
	Biweekly	1611.54	1650.73	1699.27	1744.27	1792.88
	Annual	41900.00	42919.00	44181.00	45351.00	46615.00
XI	Hourly	23.58	24.28	24.92	25.61	26.36
	Biweekly	1650.73	1699.27	1744.27	1792.88	1845.08
	Annual	42919.00	44181.00	45351.00	46615.00	47972.00
XII	Hourly	24.28	24.92	25.61	26.36	27.13
	Biweekly	1699.27	1744.27	1792.88	1845.08	1899.35
	Annual	44181.00	45351.00	46615.00	47972.00	49383.00
XIII	Hourly	24.92	25.61	26.36	27.13	27.96
	Biweekly	1744.27	1792.88	1845.08	1899.35	1957.42
	Annual	45351.00	46615.00	47972.00	49383.00	50893.00
XIV	Hourly	25.61	26.36	27.13	27.96	28.79
	Biweekly	1792.88	1845.08	1899.35	1957.42	2015.31
	Annual	46615.00	47972.00	49383.00	50893.00	52398.00
XV	Hourly	26.36	27.13	27.96	28.79	29.70
	Biweekly	1845.08	1899.35	1957.42	2015.31	2078.92
	Annual	47972.00	49383.00	50893.00	52398.00	54052.00
XVI	Hourly	27.13	27.96	28.79	29.70	31.05
	Biweekly	1899.35	1957.42	2015.31	2078.92	2173.35
	Annual	49383.00	50893.00	52398.00	54052.00	56507.00
XVII	Hourly	27.96	28.79	29.70	31.05	32.64
	Biweekly	1957.42	2015.31	2078.92	2173.35	2284.96
	Annual	50893.00	52398.00	54052.00	56507.00	59409.00
XVIII	Hourly	28.79	29.70	31.05	32.64	34.32
	Biweekly	2015.31	2078.92	2173.35	2284.96	2402.31
	Annual	52398.00	54052.00	56507.00	59409.00	62460.00

Updated November 14, 2018						
Market Adjustment - Systems and Computing						
May 1, 2019 - 1% + 0.75 ESD increase						
PAY LEVEL		A	B	C	D	E
XIII.1	Hourly	27.88	28.57	29.32	30.09	30.92
	Biweekly	1951.31	1999.88	2052.15	2106.46	2164.50
	Annual	50734.00	51997.00	53356.00	54768.00	56277.00
XVI.1	Hourly	34.23	35.06	35.89	36.80	38.15
	Biweekly	2396.42	2454.46	2512.35	2575.88	2670.35
	Annual	62307.00	63816.00	65321.00	66973.00	69429.00
XVII.1	Hourly	35.06	35.89	36.80	38.15	39.74
	Biweekly	2454.46	2512.35	2575.88	2670.35	2782.04
	Annual	63816.00	65321.00	66973.00	69429.00	72333.00
XVIII.1	Hourly	33.52	34.43	35.78	37.38	39.05
	Biweekly	2346.73	2410.38	2504.81	2616.42	2733.81
	Annual	61015.00	62670.00	65125.00	68027.00	71079.00
XVIII.2	Hourly	35.89	36.80	38.15	39.75	41.42
	Biweekly	2512.38	2576.04	2670.54	2782.15	2899.50
	Annual	65322.00	66977.00	69434.00	72336.00	75387.00

37. Appendix B

**APPENDIX B
BCGEU POSITIONS AND RESPECTIVE PAY LEVELS
As of November 19, 2019**

Grid Level	Job Title
1	This level is to be used exclusively for auxiliary on call work of less than thirty (30) days' duration, which encompasses less than half of the principal duties of any job description in the bargaining unit.
2	It is agreed that Pay Level 2 is eliminated from Appendix B.
3	No Positions
4	Stagehand Utility Worker
5	Bookstore Cashier
6	Alumni - Community Connections Departmental Assistant Mail Clerk Office Assistant III
7	Admissions Assistant Cashier Clerk Registrar's General Clerk Assistant Shipper/Receiver Shipper/Receiver – Bookstore
8	Accounts Payable Clerk Building Service Worker

	<p>Conversation Laboratory Assistant Department Assistant I (CEIT) Department Assistant I (Humanities & Social Sciences) Faculty Support Services Assistant – Health Sciences Office Assistant IV Program Assistant I - Career Centre Programs Program Assistant I Special Projects (TTG) Records Assistant Registration Officer - CE & TTG Student Services Assistant</p>
9	<p>Accounts Receivable Cashier Bookstore Clerk Clinical Placement Officer Department Assistant II Douglas International English Language Learning and Acquisition Laboratory Assistant Enrolment Services Specialist International Student Life Assistant Music Programs Assistant Purchasing Clerk Records Officer Records Officer - Transfer Credit</p>
10	<p>Admissions Officer Coursepack/Copyright Coordinator Duplicating Operator Faculty Administrative Assistant (CFCS) Production Assistant Program Assistant I, Business Development Events Program Assistant II Student Affairs and Services Program Assistant II The Training Group Program Support and Services Specialist Research and Data Coordinator Senior Bookstore Clerk - Buyer Site Services Assistant Website/Graphics Specialist</p>
11	<p>Administrative Associate (LLPA) Administrative Associate (Humanities & Social Sciences) Administrative Associate (Science & Technology) Administrative Associate (Commerce and Business) Administrative Associate (Office of the Registrar) Administrative Associate (Public Affairs) Assessment Services Advisor Assistant Editor - Event Bookstore Accounting Coordinator Bookstore Logistics Coordinator Buyer Communications and Publications Specialist Financial Aid Assistant Library Technician - Public Services</p>

	Marketing Specialist Printing Services Technician Program Assistant II (CE Health Sciences) Program Assistant II (Child Family & Community Studies) Program Assistant II (Commerce & Business Administration) Scheduling Coordinator Senior Bookstore Clerk - Texts Transfer Credit Articulation Specialist
12	Assistant Laboratory Technician - Douglas College Vision Ctr Athletics Coordinator Building Service Coordinator Business Systems Specialist CFCS Program Advisor Coordinator I-CARE Program Costume Assistant English Language Tutor Facilitator Accessibility Services Human Resources Coordinator Instructional Facilitator (CFCS) International Academic Advisor International Education Advisor International Mobility Coordinator International Project Coordinator International Recruitment Coordinator & Admissions Specialist International Student and Faculty Exchange Coordinator Laboratory Technician - Biology Laboratory Technician II - Chemistry Learning and Development Coordinator Library Technician - Media Equipment Library Technician - Technical Services MCO Graphic Designer Music Technology Technician Placement Coordinator Sport Science Program Support & Services Specialist - Health Sciences Senior Admissions Officer Senior Enrolment Services Specialist Theatre and Stagecraft Technician
13	Adaptive Technology Coordinator CSD Arts Events Officer Budget Accounting Analyst TTG Budgeting Accounting Analyst Finance Communication Access Coordinator Communications Coordinator Database Management Specialist (FAR) Education Technology Facilitator - ELLA Employment Specialist FHS Simulation Technician Instructional Facilitator - VEST Programs International Student Advisor - Douglas International

	Learning Centre Services Coordinator Learning Management System and Web Integration Specialist I Library Technician - Web and Systems Mathematics Assistant New Student Transition Coordinator Payroll Specialist Student Support Navigator (SAS) Web Designer/Trainer
13.1	Computer Technician Computer Technician Help Desk
14	Aboriginal Student Advisor Academic Advising Specialist Administrative Officer I - Douglas International Administrative Officer I Business Development Administrative Officer I Child Family & Community Studies Administrative Officer I Commerce & Business Administration Administrative Officer I Lang Literature & Performing Arts Administrative Officer I Learning Resources Administrative Officer I Science and Technology Alumni Relations Coordinator Communications Officer Coordinator, Career Centre Programs Curriculum and Graduation Advising Specialist Enrolment Services Advisor Events Coordinator MCO Financial Aid Advising Specialist Health and Safety Officer International Advising and Articulation Specialist Recreation and Wellness Coordinator Senior Academic Advising Specialist Site Services Supervisor Sports Facilities Coordinator Student Engagement Coordinator Student Recruiter Advisor Student Systems and Records Analyst Supervisor - Print Shop
15	Aboriginal Student Services Coordinator Accounts Receivable Supervisor Annual Giving Officer Biological Control Technician Bookstore Supervisor Community Relations Supervisor Coordinator, Business Development Promotions Development Officer Facilities Services Officer Global Engagement Officer International Enrolment Operations Coordinator International Marketing and Partnerships Coordinator

	<p>International Recruitment and Admissions Supervisor Laboratory Facilitator - Veterinary Technology Laboratory Facilitator - Biology Laboratory Facilitator - Chemistry Laboratory Facilitator - Earth & Environmental Sciences Laboratory Facilitator - Engineering Laboratory Facilitator - MSTE Biology/Earth Science Laboratory Facilitator - Sports Science Laboratory Technician - Dispensing Optician Program Laboratory Technician IV - Geography Laboratory Technician IV - MSTE Physics/Chemistry Laboratory Technician IV - Physics Laboratory Technician IV - Psychology Learning Centre Supervisor Learning Management System and Web Integration Specialist II Marketing and Communications Officer Media Strategist and Buyer Operations Supervisor Academic Advising Operations Supervisor Assessment Services Operations Supervisor Registrar Operations Supervisor Registrar (CE Registration) Operations Supervisor Registrar (Enrolment Services) Project Coordinator Senior Financial Aid and Awards Specialist Supervisor Student Life - Douglas International Supervisor Web Production and Administration Supervisor, Curriculum and Graduation Supervisor, Future Students' Office Urban Ecology Coordinator - Institute of Urban Ecology</p>
16	<p>Educational Technology Specialist Human Resources Operations Supervisor Laboratory Supervisor - Mathematics Library Operations Supervisor Payroll Supervisor Purchasing Officer Risk Services Officer - SSRM Senior Alumni Relations Coordinator Senior Budget Analyst Student Success Advisor Student Systems and Records Supervisor Technology Integration Specialist Theatre and Stagecraft Technician Supervisor</p>
16.1	<p>Information Technology Security Analyst Network Technician/System Administrator Senior Computer Technician Web Administrator/Operating Systems Specialist</p>
17	<p>Administrative Officer II (Finance) Administrative Officer II (Child, Family & Community Studies)</p>

	Administrative Officer II (Commerce & Business Administration) Administrative Officer II (CEIT) Administrative Officer II (Health Sciences) Administrative Officer II (Humanities & Social Sciences) Administrative Officer II (Language, Literature & Performing Arts) Administrative Officer II (Registrar's Office) Administrative Officer II (Research & Innovation) Administrative Officer II (Science and Technology) Administrative Officer II (Student Affairs and Services) Administrative Officer II The Training Group Learning Designer (CEIT) Operations Supervisor (Student Services) Team Lead - Registrar's Office
17.1	Programmer Analyst/Application Administrator Systems and Application Database Administrator
18	FHS Simulation Laboratory Supervisor Laboratory Supervisor - Chemistry Laboratory Supervisor - Biology
18.1	Supervisor, End User Computing and Help Desk
18.2	Business Systems Analyst

38. New

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.

39. LETTER OF UNDERSTANDING #2

RE: STUDENT ASSISTANTS

Amend:

Student Assistants I (SA 1)

Student Assistants II (SA 2)

Date	SA1	SA2
June 1, 2019	\$13.85	\$13.85
July 1, 2019	\$14.13	
SA 2 (6% differential for July 1 2019)		\$14.97
June 1, 2020	\$14.60	\$15.48
July 1, 2020	\$14.89	\$15.79
June 1, 2021	\$15.20	\$16.11
July 1, 2021	\$15.50	\$16.43

Health & Welfareforty seven cents (47¢) per hour;

Student Assistant I and II shall receive compensation in lieu of Health and Welfare Benefits, as follows:

Date	Hourly Premium
July 1, 2019	\$0.48
July 1, 2020	\$0.49
July 1, 2021	\$0.50

40. LETTER OF UNDERSTANDING #3

Re: Job Training for Students in the Consumer and Job Preparation Program for Adults with Disabilities

Date	Job Training for Students
June 1, 2019	\$13.85
July 1, 2019	\$14.13
June 1, 2020	\$14.60
July 1, 2020	\$14.89
June 1, 2021	\$15.20
July 1, 2021	\$15.50

Health & Welfareforty seven cents (47¢) per hour;

Job Training for Students shall receive compensation in lieu of Health and Welfare Benefits, as follows:

Date	Hourly Premium
July 1, 2019	\$0.48
July 1, 2020	\$0.49
July 1, 2021	\$0.50

41. LETTER OF UNDERSTANDING #4

Re: Cooperative Education Student Training Program Placement

Date	Co-op Students
June 1, 2019	\$13.85
July 1, 2019	\$14.13
June 1, 2020	\$14.60

July 1, 2020	\$14.89
June 1, 2021	\$15.20
July 1, 2021	\$15.50

Health & Welfareforty seven cents (47¢) per hour;

Co-op Students shall receive compensation in lieu of Health and Welfare Benefits, as follows:

Date	Hourly Premium
July 1, 2019	\$0.48
July 1, 2020	\$0.49
July 1, 2021	\$0.50

42. LETTER OF UNDERSTANDING #10

EXCLUSIONS

Amend:

The parties agree that in addition to the existing exclusions listed in LOU #1, any new position created by the College in the following position categories are excluded from the bargaining unit and from the process set out in Article 3.1(a) of the agreement:

1. President
2. Vice President
3. Associate Vice President
4. Dean
5. Associate Dean
6. Human Resources Manager
7. Human Resources Advisor
8. Comptroller
9. Directors
- 10. Associate Director**
- ~~10-11.~~ Human Resources **Associate**
- ~~11-12.~~ Labour Relations Advisor
- 13. Executive Assistant**
- 14. Office Manager**

The parties understand and agree that the Article 3.1(a) process will be followed for all other exclusions sought.

43. Letters of Understanding

Renew:

LETTER OF UNDERSTANDING #1
Re: Exclusions

LETTER OF UNDERSTANDING #5
Re: Employment Equity

LETTER OF UNDERSTANDING #6
Re: Job-Sharing

LETTER OF UNDERSTANDING #7
Re: Contract(s) to Purchase Service

LETTER OF UNDERSTANDING #8
Re: Human Resources Database

Delete:

LETTER OF UNDERSTANDING #9
Re: System-Wide Electronic Job Registry

LETTER OF UNDERSTANDING #11
Re: Vacation Carryover Archive

44. MOU #1, Re: Economic Stability Dividend

~~**Delete MOU #1. Re: Economic Stability Dividend**~~

45. While not included in the Collective Agreement:

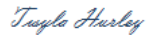
The Parties agree to implement a temporary 6-month extension to the existing right of recall period under Article 14.9 of the Collective Agreement. This extension is in response to the potential operational impacts related to the COVID-19 pandemic and associated orders of the Provincial Health Officer and declarations of states of emergency. Should service reductions become necessary, the parties wish to minimize the impact on employees and their families. For this reason, the period of recall will be temporarily extended from 12 months to a total duration of 18 months in the hopes that these employees will have an opportunity to return to Douglas College once regular operations return. This temporary 6-month extension provision will end on March 1, 2021.

Signed by the parties at British Columbia, on the 29th Day of April, 2020.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER, DOUGLAS COLLEGE:

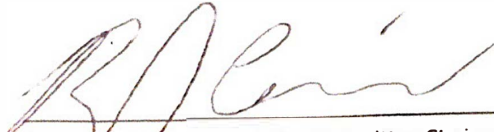


Meg Stainsby, Bargaining Chair



Twyla Hurley, Lead Spokesperson

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION, BCGEU:



Ryan Cousineau, Bargaining Committee Chairperson



Lindsay Buss, Staff Representative - Negotiations