

MEMORANDUM OF AGREEMENT

between

THE COLLEGE OF NEW CALEDONIA
(hereinafter called "the College")

and the

FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
(hereinafter called "FACNC")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA (hereinafter called "FACNC"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-12 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Effective Dates**

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

3. **Appendix "A"**

The College and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

4. **Appendix "B"**

The College and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2012 FPSE Compensation Template (FCTT) dated February 2, 2013.


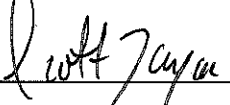


5. **Ratification**

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.

Signed this 5th day of April, 2013.

BARGAINING REPRESENTATIVES FOR
THE COLLEGE:

BARGAINING REPRESENTATIVES FOR
FACNC:

APPENDIX "A"

Housekeeping

- 5.5.1(b) Regularization of Faculty Employees
- 10.6.7 Workload for Type 2 Faculty Employees
- 10.1.3-8 Faculty Classification
- 10.6.7e Workload for Type 2 Faculty Employees - Formatting correction
- 12.3.1 Statutory Holidays – Fulltime and Regular Faculty Employees
- 14.4 Medical Insurance plus Extended Coverage

Renew the Following:

Letter of Agreement – Provision of Additional Educational Resources
Letter of Agreement – Re: Work on Statutory Holidays
Letter of Agreement – On-Line Distributed Learning Credit Course Offerings
Letter of Agreement – Prior Learning Assessment – PLA (Article 4) – Common Agreement
Letter of Agreement – Informal Harassment Complaint Guidelines & Application of Article 2 (Harassment) – Common Agreement
Letter of Agreement – Early Intervention Services
Memorandum of Agreement – Section 34 Application RE: VALT
Letter of Agreement – MLTS Summer Practicum Supervisor Workload
Memorandum of Settlement RE: Replacement Costs for Union Leave
Letter of Understanding – RE: Common Table Professional Development Fund Per Common Agreement LOU #6

Amended

- 1.2.7(c) Contracting Out Review Process
- 1.2.8 Post-Secondary Educational Opportunities in Northern BC
- 3.6.2 The Arbitration Board
- 4.2.5 Responsibilities of Teaching Faculty
- 6.10 g&h Selection and Hiring Procedure for Faculty
- 10.8 Workload for Type 4 Faculty Employees
- 15.6 Health and Safety

Letter of Agreement – Dean Appointments and Re-establishment of Seniority

New Letter of Agreement – Workload Discussion (need signed green sheet)

CA *EW*
mw *sk* *ly*
SM

Offer for Settlement

College of New Caledonia – and – FACNC

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the College of New Caledonia (employer) to the FACNC (union) to conclude the 2012 to 2014 round of bargaining.

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 that has not been agreed to and signed off 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 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.

Article 10.1 Faculty Classification - as attached

Article 10.6.7 Workload for Type 2 Faculty Employees – as attached

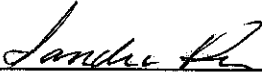
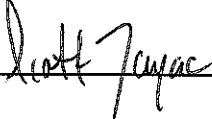


Article 15.6 Health and Safety – as attached

New Letter of Agreement – Workload Discussion – as attached


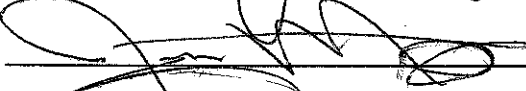
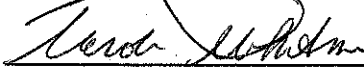
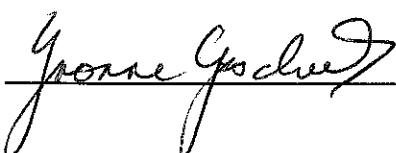
Renewal of Letters of Agreement/Understanding/Memorandum of Agreement and Memorandum of Settlement. – as attached

Signed this 5th day of April, 2013

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

10.1.3 Type 1(a) faculty employees shall be classified according to the type of course they instruct. Type 1(a) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Arts and Science Courses (as identified below)

Fine Arts Diploma Program

Geographical Information Systems

~~Forest Natural Resource Environmental Technology Diploma Program~~

New Media Communications and Design Diploma Program

For the purposes of determining Type 1(a) workload classifications the following list constitutes the Arts and Science courses referred to above:

ABST 100, 101, 110, 111, 201, 202

ANTH 101, 102, 201, 202, 205, 206

APSC 100, 120

ASTR 101, 102, 105

BIO 103, 104, 105, 107, 111, 112, 120, 130, 201, 202, 205, 206,
207, 211, 220

CHEM 111, 112, 113, 114, 201, 202, 203, 204, 205

CLTC 100, 110, 112

COM 100, 204, 212, 222

CRIM 101, 102, 103, 106, 120, 135, 201, 230, 241

CSC 105, 109, 110, 115, 210, 212, 214, 215, 216, 218, 224

CUE 101

ECON 101, 102, 201, 202, 207

ENG 101, 102, 103, 104, 106, 107, 201, 202, 203, 204, 205, 206,
213, 214, 215, 216, 217, 218, 219, 220, 229, 230, 231, 232

FASD 260, 300, 301, 305, 315, 320, 325, 330, 335

NRES FORS 100, 111, 112, 171 202, 203, 210, 213, 237, 238,
~~305, 306~~

FREN 101, 102, 120, 121

GEOG 101, 102, 103, 201, 202, 203, 204, 205, 210

GEOL 101, 102

HIST 101, 102, 103, 104, 204, 205, 206, 211, 213, 214, 216, 217

~~HK 100, 120, 121, 122, 123, 124, 125, 127, 200, 210, 220, 221,
222, 223, 224, 230, 240, 291, 300~~

HUM 101, 102

KINS 110, 120, 121, 122, 127, 131, 150, 221, 226, 230, 231, 235,
245, 275, 291

MATH 100, 101, 102, 103, 104, 105, 165, 190, 201, 202, 203, 204,
205, 215, ~~165~~

NRES 255, 265, 266, 267, 285, 290, 299

OASW 102

PHIL 101, 102, 106, 107, 110, ~~210~~, 205, 210, 220, 221, 230

PHYS 101, 102, 105, 106, 204, 205, 211, 212

PSCI 131

PSYC 101, 102, 103, 201, 202, 203, 204, 205, 206, 207, 209, 210

SOC 101, 102, 120, 201, 202, 203, 204, 206, 220, 230, 250

WMST 101, 102

The parties agree to update the list of Arts and Science Courses annually on April 1st, or the publication date of the College Calendar, whichever occurs later

10.1.4 Type 1(b) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Aboriginal Early Childhood Education

Business Administration

Computer Information Systems

Construction Management

Early Childhood Education

Electronics

Engineering Technology

Engineering Design Technology

Hospitality Administration

Human Resource Management Program

Maintenance Management Program

Native Social Work Development Program

Northern Outdoor Recreation & Ecotourism

Outreach Advocacy & Support Worker

Social Services Worker

Wood Technology

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programs subject to 10.1.1.

10.1.5 Type 1(c) faculty employees shall work primarily as instructors or laboratory demonstrators in:

- Dental Assisting
- Dental Hygiene
- ~~Home Support Worker/Resident Care Attendant Program~~
- Health Care Assistant
- Medical Laboratory Technology Science (MLTS)
- Medical Radiography Technology
- Practical Nursing

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programs subject to 10.1.1.

10.1.6 Type 1(d) faculty employees shall work primarily as instructors in:
Northern Collaborative Baccalaureate Nursing Program ("NCBNP")

10.1.7 Type 2 faculty employees shall work primarily as instructors in:

- Adult Special Education
- Applied Business Technology
- Centre for Student Success
- College and Career Preparation
- Computerized Bookkeeping
- Computer/Network Electronics Technician
- Electronics Technician Common Core
- English Language Training
- ~~Applied Business Technology~~
- Life Skills
- Pulp and Paper Operations Program
- VALT

10.1.8

Type 3 faculty employees shall work primarily as instructors in:

Auto Mechanical Repair

Automotive Service

Carpentry

Cooperative Advanced Apprenticeship Training

Culinary Arts

Electrical

Entry Level Training

Heavy Duty Mechanics

Machinist

Millwrighting

Planer Mill Operator

Plumbing

Power Engineering

Professional Cook Training

Welding

Safety and First Aid

COLLEGE OF NEW CALEDONIA

Sandra Rami
Scott Jayson

Date: *April 5, 2013*

FACULTY ASSOCIATION OF CNC

Carol Whitman
[Signature]

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

Renumbering Article 10.6.7.

10.6.7 Except for self instructional courses:

- a. The ratio of instructors to students in College and Career Preparation courses shall not exceed:
 - i. 1:12 for a Level I course;
 - ii. 1:16 for a Level II course;
 - iii. 1:18 for a Level III, IV, or V Science or English course;
 - iv. 1:22 for a Level III, IV, or V course other than a Science or English course;
 - v. In a class with more than one level, the instructor to student ratio of the lowest level will prevail.
 - vi. In a continuous intake multi-level instruction class which includes five (5) or more fundamental level students, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:12, with a maximum of sixteen (16) students at any given time.
 - vii. In a continuous intake multi-level instruction class which includes fewer than five (5) fundamental level students, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:15, with a maximum of eighteen (18) students at any given time.
 - viii. In a continuous intake intermediate, advanced, and provincial multi-level instruction class, the instructor to student ratio in the

classroom shall not exceed a weekly average of 1:15, with a maximum of twenty (20) students at any given time.

- ix. The number of students enrolled shall be set by mutual agreement of the faculty employee(s), and the Director/Dean/Regional Director, having due regard for the available facilities, the number of different courses being offered, the abilities of the students, and the attendance patterns of the students. Mutual agreement shall not be unreasonably denied by the faculty employee(s) or the Director/Dean/Regional Director.
- b. The ratio of instructors to students in English Language Training classes shall not exceed 1:14 for Beginning Level classes and 1:16 for other classes.
- ~~c-e.~~ The ratio of instructors to students in Applied Business Technology classes shall not exceed:
 - i. 1:25 for courses offered on the Prince George campus;
 - ii. 1:16 for courses offered at regional campuses

~~With the faculty employee's written permission, the instructor to student ratios specified in a, b or e above may be increased by 3 students. In the case of probationary and sessional appointees or when the instructor to student ratio is to exceed the maxima by more than 3, the written permission of the Faculty Association is also required.~~

Moved previously under e.

- _____ (d) With the faculty employee's written permission, the instructor to student ratios specified in (a), (b) or (c) above may be increased by three (3) students. In the case of Probationary and sessional Faculty Employees or when the instructor to student ratio is to exceed the maximum by more than three (3) students, the written permission of the Faculty Association is also required.

- ~~e-e.~~ The number of students in an Adult Special Education class shall be determined by mutual agreement of the faculty employee and his/her

supervisor, having due regard for the available facilities, the course objectives, and the abilities of the students.

- f.d. i. A full-time faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than one hundred (100) students per week. A full-time faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than one hundred and twenty-five (125) students per week.
 - ii. A part-time faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than sixty (60) students per week. A part-time faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than seventy-five (75) students per week.
-
- g.f. i. The instructor to student ratio in the Electronics Technician Common Core Certificate program shall not exceed 1:20. With the faculty employee's written permission, this student ratio may be increased by two (2) students. In the case of probationary, sessional or part-time appointees, or when the instructor to student ratio is to exceed the maxima, the written permission of the Faculty Association is also required.
 - ii. For the math course taught in the Electronics Technician Common Core Certificate Program, the instructor to student ratio and workload calculation shall be equal to equivalent courses taught at CNC at the time of instruction.

h g- The ratio of instructors to students in the Computer/Network Electronics Technician Diploma Program shall be 1:15. When the College is able to equip a 20 station laboratory, the instructor to student ratio shall be 1:20. With the faculty employee's written position, this student ratio may be increased by two (2) students. In the case of probationary, sessional or part-time appointees, the written permission of the Faculty Association is also required.

COLLEGE OF NEW CALEDONIA

Sandra Lee

Scott Japac

Date: April 5, 2013

FACULTY ASSOCIATION OF CNC

Sandra Whitman

[Signature]

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

15.6 Health and Safety

15.6.1 The College ~~agrees to make reasonable and proper provisions for the maintenance of high standards of~~ and the Union are committed to working together to promote and maintain health and safety in the work place.

15.6.2 ~~The Faculty Association and~~ The College agrees to comply with all regulations made pursuant to the Workers' Compensation Act, ~~the Workplace Act~~ or any other statute of the Province of British Columbia pertaining to the working environment.

COLLEGE OF NEW CALEDONIA

Sandra Lam

Scott Japen

Date: *April 5, 2013*

FACULTY ASSOCIATION OF CNC

David M. M. M.

[Signature]

Letter of Agreement

BETWEEN

The College of New Caledonia

And

The Faculty Association of the College of New Caledonia

RE: Workload Discussion

The Parties will form a committee consisting of not more than three (3) members of the FACNC, and an equal number of management appointments to discuss Workload Issues, limited to the following issues that were discussed during collective bargaining:

1. Workload for Type 1(a) and 1 (b) Faculty employees
2. Workload for Type 2 Faculty employees currently working in the Centre for Student Success and Aboriginal Resource Centre
3. Flexibility in Scheduling and Course Offerings
4. Assignment of Lecture or Seminar preparations

The Committee shall begin meeting by October, 2013 and complete their duties by the end of January, 2014. The timelines may be extended once by mutual agreement of the parties.


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

This Letter of Agreement will expire on March 31, 2014.

Agreed to:



Signed by the Union



Signed by the Employer

Dated: April 5, 2013

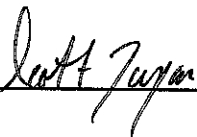
AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES

The parties agree to renew the following Letters of Agreement/Understanding/Memorandums of Agreement and Memorandum of Settlement:

Letter of Agreement – Provision of Additional Educational Resources
Letter of Agreement – Re: Work on Statutory Holidays
Letter of Agreement – On-Line Distributed Learning Credit Course Offerings
Letter of Agreement – Prior Learning Assessment – PLA (Article 4) – Common Agreement
Letter of Agreement – Informal Harassment Complaint Guidelines & Application of Article 2 (Harassment) – Common Agreement
Letter of Agreement – Early Intervention Services
Memorandum of Agreement – Section 34 Application RE: VALT
Memorandum of Settlement RE: Replacement Costs for Union Leave
Letter of Understanding – RE: Common Table Professional Development Fund Per Common Agreement LOU #6

COLLEGE OF NEW CALEDONIA

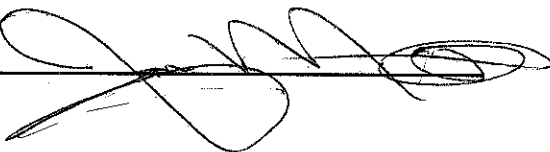




Date: April 5, 2013

FACULTY ASSOCIATION OF CNC





**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

1.2.7 c.

Dispute Resolution Mechanism

If the Association is not satisfied with the explanation for the contracting out decision provided by the College representatives on the Joint Contracting Out Committee and there is no agreement of the Committee members, the Association may refer the matter to Step 2 of the grievance procedure in the Collective Agreement. If unresolved, the dispute may then be referred by the Association to expedited arbitration using the following process:

- i. One of the following persons will be chosen as arbitrator on a random basis:

Judy Korbin
Margarite Jackson
Julie Nichols
Wayne Moore
Mark Brown
Rod Germaine

COLLEGE OF NEW CALEDONIA

Sandra Reass

Scott J. Cyr

Date: 9/4/13

FACULTY ASSOCIATION OF CNC

[Signature]

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA (EMPLOYER)
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA (UNION)
NEGOTIATING COMMITTEES**

**ARTICLE 1.2.8 POST-SECONDARY EDUCATIONAL OPPORTUNITIES IN NORTHERN
BRITISH COLUMBIA**

The Union amends its proposal as follows:

- a. no change proposed
- b. The College shall not make a decision to enter into any agreements in the future with ~~U.N.B.C., O.L.A., Community Skills Centres, or any other public post-secondary institutions~~ (including the Prince George Native Friendship Centre) that materially affects the work of the bargaining unit or the terms and conditions of faculty employees without prior consultation with the Faculty Association. *The consultation* ~~this~~ shall involve meaningful discussion by the parties and full disclosure of the information related to such agreements.

Agreed to by the Employer February 13, 2013 ~~e. The College will support the request of current employees to be seconded to the University and other agencies and continue to be entitled to benefits of this Collective Agreement, subject to the terms and conditions of such secondment agreements and appointments being agreed to by the parties to this Collective Agreement.~~

EMPLOYER

UNION

Sandra Dean

[Signature]

M. Worth

[Signature]

February 15, 2013

Date

Jan 16, 2013

Date

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

- 3.6.2 The Arbitration Board shall consist of one member. Within seven (7) working days of either the Faculty Association or the Board being notified in writing by the other party of its desire to refer the grievance or matters outlined in 3.6.1, both parties shall meet to appoint an arbitrator from the following list:

Judy Korbin
Margarite Jackson
Julie Nichols
Wayne Moore
Mark Brown
Rod Germaine

If the parties cannot agree on a mutually acceptable name from this list, it is agreed that the selection of the arbitrator shall be made by lot from the aforementioned list.

COLLEGE OF NEW CALEDONIA

Sandra Rossi
M. Worth

FACULTY ASSOCIATION OF CNC

[Signature]
H. Tejro

Date: February 15, 2013

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

- 4.2.5 To maintain professional competence and qualifications in appropriate fields of study, and to keep up-to-date with developments in these fields including updating of courses and resources to keep content current.

COLLEGE OF NEW CALEDONIA

Sandra Ross

M. Worth

Date: February 15, 2013

FACULTY ASSOCIATION OF CNC

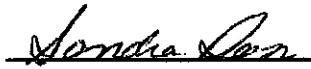
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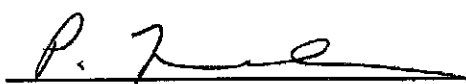
**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

5.5.1 Faculty employees shall be regularized if they have met the following criteria as stipulated in the Common Agreement (Article 6.1.3.(b) (i) and (ii)):

- a. "...[after an employee has worked for a period of] at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year", or
- b. "... after the employee has performed a workload [of] at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive appointment years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year"; and


COLLEGE OF NEW CALEDONIA






Date: February 12, 2013

FACULTY ASSOCIATION OF CNC





ARTICLE 6.10 SELECTION AND HIRING PROCEDURE FOR FACULTY

Amend as follows,

6.10(g) The Search Committee shall compile a shortlist of candidates **from among those who meet the criteria established in Article 6.10(c)**, and shall interview short-listed candidates. The Search Committee shall make a recommendation to the Vice-President Academic of two or more names that should be considered for appointment. These may be ranked when appropriate. *[Move the following sentence to 6.10(h)]* ~~The Search Committee's recommendation shall include written reasons for not selecting any internal candidates.~~

6.10(h) ~~All qualified~~ **Any** internal candidates ~~who apply~~ **meets the criteria established in Article 6.10(c)** shall be included in the short-list of candidates. **The Search Committee's recommendation shall include written reasons for not selecting any internal candidates.**

~~Internal candidates shall be considered~~ are those who have held an appointment at the College within the previous year, or have recall rights within the College. For the purposes of this article, retirees are not considered internal candidates.

The remainder of the article remains unchanged.

EMPLOYER

UNION

Sandra Ross

P. Zuehl

April 4, 2013

Date

[Signature]

04, APRIL 2013

Date

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

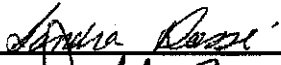
Housekeeping: Correct formatting error from April 1/10 – Mar 31/12 Collective Agreement. Paragraph after ii. Needs to be justified to the outside left margin.

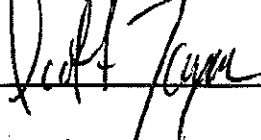
10.6.7

- e. The ratio of instructors to students in Applied Business Technology classes shall not exceed:
 - i. 1:25 for courses offered on the Prince George campus;
 - ii. 1:16 for courses offered at regional campuses

With the faculty employee's written permission, the instructor to student ratios specified in a, b or e above may be increased by 3 students. In the case of probationary and sessional appointees or when the instructor to student ratio is to exceed the maxima by more than 3, the written permission of the Faculty Association is also required.

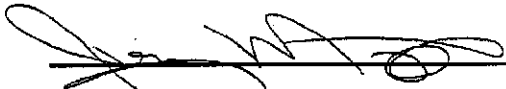
COLLEGE OF NEW CALEDONIA

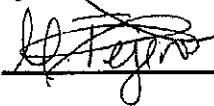




Date: February 14, 2013

FACULTY ASSOCIATION OF CNC





**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

10.8 Workload for Type 4 Faculty Employees

10.8.1 A Counsellor ~~or~~ Study Skills Instructor or Disability Support Services Faculty with an average of from twenty (20) to thirty (30) hours of student-contact time or a Librarian with an average of from twenty-two (22) to thirty-five (35) hours of work or a Distance Learning Faculty with forty-three (43) or more students, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.10, 10.14, 10.15 and 10.17), is a full-time faculty employee.

10.8.2 A full-time faculty employee working as a Counsellor ~~or~~ Study Skills Instructor or Disability Support Services Faculty shall be available for a maximum average of thirty (30) hours per week student-contact time, provided there are no more than thirty-five (35) hours of student-contact time in any one week. For the purpose of this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of student-contact time in any one week may be increased by five (5) hours.

COLLEGE OF NEW CALEDONIA

Sandra Rossi

Scott Taylor

Date: *4/4/13*

FACULTY ASSOCIATION OF CNC

[Signature]
[Signature]

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA (EMPLOYER)
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA (UNION)
NEGOTIATING COMMITTEES**

**ARTICLE 12.3.1 STATUTORY HOLIDAYS – FULLTIME AND REGULAR FACULTY
EMPLOYEES**

The College shall grant as paid statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other such holidays as declared by the City of Prince George, Province of British Columbia, or Government of Canada. A regular part-time faculty employee shall receive pro-rated pay for statutory holidays.

EMPLOYER

UNION

Sandra Rossi

[Signature]

M. Worth

A. Fejro

February 15th, 2013

February 15, 2013

Date

Date

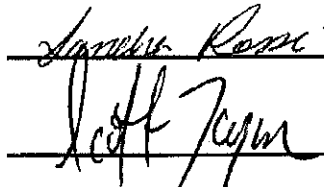
**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

14.4

Medical Insurance plus Extended Coverage

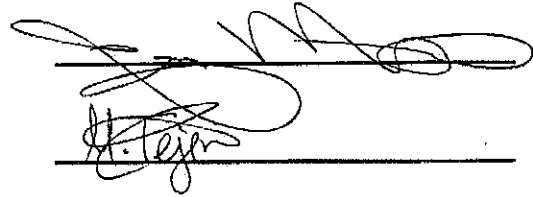
(compulsory for new appointees except where the employee can demonstrate equivalent coverage for self and dependents). The standard provincial medical insurance with travel rider is available to all full-time and regular employees. Vision care ~~providing coverage for the costs of eyeglasses or contact lenses up to \$300-~~, per approved plan amount, shall be included in the Extended Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans. The College shall pay the full premium.

COLLEGE OF NEW CALEDONIA



Date: February 14, 2013

FACULTY ASSOCIATION OF CNC



**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEES**

RE: LETTER OF AGREEMENT

RE: MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD

Due to the nature of the MLTS program, the parties agree to the following workload for the MLTS summer practicum supervisor:

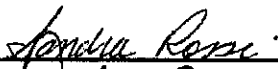
The teaching year denotes a maximum of 35 instructional weeks (including exam and field work practicum) that shall include summer work that spans over the division of two teaching years.

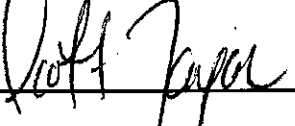
The parties agree that the summer practicum supervisor will be taking vacation and professional development in advance of earning some of those days. The parties also agree that the summer practicum supervisor will not normally carry over vacation or professional development days.

This letter of agreement shall be reviewed at the expiration of the Collective Agreement.

Originally signed: April 15, 2010

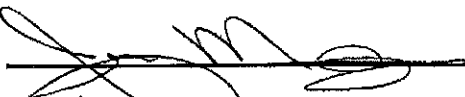
COLLEGE OF NEW CALEDONIA





Date: February 14, 2013

FACULTY ASSOCIATION OF CNC



M. Tegen

**LETTER OF AGREEMENT
BETWEEN:
THE COLLEGE OF NEW CALEDONIA BOARD
AND:
FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

RE: DEAN APPOINTMENTS AND RE-ESTABLISHMENT OF SENIORITY

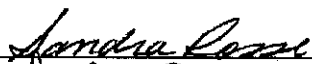

Effective August 1, 1991, the Faculty Association agrees to recognize bargaining unit seniority for Dean appointees equivalent to teaching assignments during the term of the appointment, for **a maximum of ten years**. Such seniority is acquired at the time the individual becomes a member of the Faculty Association normally at the completion of the appointment.

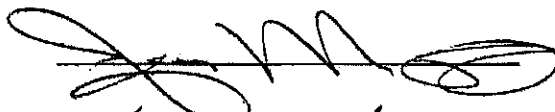
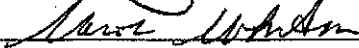
Individuals accepting a Dean appointment must notify the Faculty Association in writing within thirty (30) days of accepting the appointment, that it is their intention to seek such accumulated seniority under the terms of this letter should they become members of the Faculty Association at the completion of the appointment. Individuals seeking Faculty Association seniority shall pay the equivalent union dues, initiation fees and other assessed charges equivalent to their teaching assignments.

The terms of this letter are in addition to those in the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

DATE: February 15, 2013

Originally signed: April 5, 2005

**AGREEMENT BETWEEN
THE COLLEGE OF NEW CALEDONIA (EMPLOYER)
AND
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA (UNION)
NEGOTIATING COMMITTEES**

LETTER OF AGREEMENT RE WORK ON STATUTORY HOLIDAYS

Renew the LOA

EMPLOYER

UNION

Sandra Rossi

[Signature]

M. Worth

H. Tejero

February 15, 2013

Date

February 15, 2013

Date

February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the
2012 FPSE Compensation Template Table

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2012
FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

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

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the renewal of the local parties' collective agreements that expired in 2012. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2012 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Article 2 – Harassment

- (a) Effective the date of ratification, the Employers and the Unions agree to amend Article 2.1 of their respective Common Agreement as follows:

"2.1 Statement of Commitment

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment



undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. **The Unions and Employers agree that attendance is required and will take place during compensated work time."**

(b) **New – Letter of Understanding – Harassment Investigators**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Harassment Investigators which is attached to this template as Schedule "2".

2. **BC Provincial PharmaCare Formulary**

While not to be included in the local parties' collective agreements, FPSE and PSEA agree to continue the discussions and investigation of the BC Provincial Fair PharmaCare Formulary.

3. **New – Letter of Understanding – Expedited Arbitration**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the Letter of Understanding – Expedited Arbitration which is attached to this template as Schedule "3".

4. **Article 13 – Effect of This Agreement**

Effective the date of ratification, the Employers and the Unions agree to add the following to Article 13.3 of their respective Common Agreement:

"Letter of Understanding – Expedited Arbitration"

5. **Article 16 – Common Faculty Professional Development Fund**

Effective the date of ratification, the Employers and the Unions agree to amend Article 16.3.2 of their respective Common Agreement as follows:

"16.3.2 Any monies in the Fund not spent at the end of one any fiscal year shall be retained by the employer. ~~carried forward to the following fiscal year~~"

6. **Article 17 - Term**

Effective the date of ratification, the Employers and the Unions agree to amend Article 17 of their respective Common Agreement as follows:

"This Agreement shall be in effect from April 1, 2010 2012 to March 31, 2012-2014, and shall continue in force until the renewal of this Agreement."

7. **Letter of Understanding 4 – Respectful Working Environment**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 4 – Respectful Working Environment of their respective Common Agreement as attached to this template as Schedule "4":

8. **Nicola Valley Institute of Technology**

- a) Effective the date of ratification of the local parties' Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees' Association (FPSE Local 19) agree to the "2010 – Faculty Common Table" Settlement which is attached to this template as Schedule "6".
- b) Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 5 – Variant Applications of Common Agreement Provisions to the NVIT Parties which is attached to this template as Schedule "5".

9. **Article 12 – Salaries**

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend Article 12 of their respective Common Agreement as follows:

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.



- (a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar."

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Appendix "A" of this template.

(b) "12.2 Secondary Scale Adjustment

12.2.1 Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.2 Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.4 Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.5 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1."

(c) "12.6 Faculty Administrative Stipends

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

- a) 12.6.1 Effective January 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b) 12.6.2 Effective April 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c) 12.6.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d) 12.6.4 Effective January 1, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable."

10. Sectoral Non-regular Research Project

While not to be included in the local parties' collective agreements, PSEA agrees to assist FPSE in the collection of data from the HRDB and PSEA member institutions regarding non-regular faculty. This data may also be used by FPSE to make recommendations to the HRDB Steering Committee regarding new data elements relating to non-regular faculty. This agreement will expire on March 31, 2014.

11. Northwest Community College

The Northwest Community College and the Academic Workers' Union (FPSE Local 11) agree that the tentative agreement which renews the 2007-2010 collective agreement will be submitted for ratification prior to submitting the memorandum of agreement which includes this template agreement for ratification.

12. Housekeeping

Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to the following housekeeping amendments to their respective Common Agreement:

- (a) the parties by mutual agreement, agree to delete old effective dates throughout their respective Common Agreement where they no longer carry any effect;
- (b) renew LOU 1: JADRC;
- (c) renew LOU 2: Employee Security and Regularization;
- (d) renew LOU 3: Partial Sick Leave and Partial Disability Benefits;
- (e) renew LOU 6: 2001 Local Negotiations;
- (f) renew LOU 7: Salary Stipend;

(g) any other housekeeping items mutually agreed to during the drafting of the agreement.

The date of ratification will be the date the parties to a local agreement conclude the ratification of their Memorandum of Agreement which includes the FPSE Compensation Template. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the parties at Vancouver, British Columbia, on the 2nd day of February, 2013.

FOR THE PARTICIPATING EMPLOYERS:


Rob D'Angelo, PSEA, Chair


Anita Bleick, PSEA, CEO


FOR THE PARTICIPATING UNIONS:

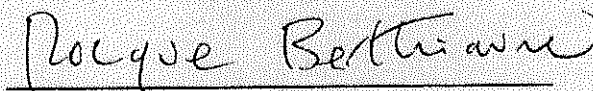

FPSE Local 3, FACNC


FPSE Local 4, DCFA


FPSE Local 6, CORFA


FPSE Local 9, SCFA


FPSE Local 10, SCFA


FPSE Local 11, AWU


FPSE Local 12, CCFA

Karen Smith

FPSE Local 15, VCCFA

[Signature]

FPSE Local 16, NCCFA

[Signature]

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

- Camosun College / Camosun College Faculty Association (FPSE Local 12)
- College of New Caledonia / Faculty Association of the College of New Caledonia (FPSE Local 3)
- College of the Rockies/ College of the Rockies Faculty Association (FPSE Local 6)
- Douglas College / Douglas College Faculty Association (FPSE Local 4)
- Nicola Valley Institute of Technology / Nicola Valley Institute of Technology Employees' Association (FPSE Local 19)
- North Island College / North Island College Faculty Association (FPSE Local 16)
- Northwest Community College / Academic Workers' Union (FPSE Local 11)
- Okanagan College / Okanagan College Faculty Association (FPSE Local 9)
- Selkirk College / Selkirk College Faculty Association (FPSE Local 10)
- Vancouver Community College / Vancouver Community College Faculty Association (FPSE Local 15)

SCHEDULE 2

LETTER OF UNDERSTANDING

Re: Harassment Investigators

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

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall begin meeting by May 1, 2013 and complete their duties by June 30, 2013.

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



SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature appears to be 'J.M.' and the second is a stylized 'W'.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the local parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as inappropriate behaviour, interpersonal conflict and bullying in the workplace may be inappropriate create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

Further to Article 2 - Harassment, the parties agree that, in addition to the educational and training programs currently offered by the employer, they local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and will:

(a) jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) the identification and reduction of enhance understanding of inappropriate interpersonal conflict and bullying, and the effects thereof in the workplace;
the effects of mental health issues in the workplace, and
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.



(b) review local and common collective agreement language with the goal of standardizing the harassment language and harmonizing procedures across the post-secondary sector.

3. Committee Timelines

The Committee established under the Letter of Understanding re: Harassment Investigators will be used for this purpose. The dates for the Committee to begin meeting and to complete their duties under that Letter of Understanding will also apply, but may be extended by mutual agreement.

3. Local Joint Process

~~The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.~~

4. Expiry of this Letter

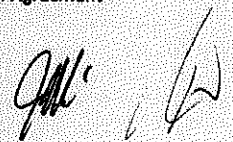
~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.



For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.12 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.11 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. ~~The Parties agree that for the term of this agreement, Article 34 (Support Staff Salaries) of the NVIT local agreement remains in force, and that Appendix A (Provincial Salary Scale) of this Agreement does not apply to the NVIT support staff.~~ Support staff salary: The parties agree to the following:
 - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

2010 – Faculty Common Table

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")

participating (and whose employers are participating) in the Faculty Common Table,

and

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

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

(FPSE and BCGEU together referred to as "the Unions")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the Faculty Common Agreement. The parties listed in Appendix A agree to recommend this Memorandum of Agreement to their respective principals.

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

All of the terms of the 2007-2010 Faculty Common Agreement continue except as specifically varied below.

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions as follows:

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



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2. Mediation

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.3 as follows:

"2.3.3 Mediation

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

3. Terms of Reference for Investigators

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

"2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by **code initials-determined by the Investigator to preserve confidentiality.**
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by **code initials** only. However, a **reference** key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding."

4. Labour Adjustment Strategies: Workplace Organization

Effective the date of ratification, the Employers and the Unions agree to amend Article 6.4.2.1 by deleting ***"(h) Trial retirement"*** from the list of labour adjustment strategies offered by institutions:

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5. Donor Leave

Effective the date of ratification, the Employers and the Unions agree to add a new Article 7.9 to read as follows:

"An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable."

The current Article 7.9 (Jury Duty and Court Appearances), 7.10 (Public Duties), 7.11 (Exchange Leave), and 7.12 (Deferred Salary Leave) will be re-numbered to follow the new Article 7.9 Donor Leave.

6. Joint Committee on Benefits Administration

Effective the date of ratification, the Employers and the Unions agree to amend Article 9.1.2 by adding a new Article 9.1.2 (e) to read as follows:

"Training for local Joint Rehabilitation Committees."

7. Joint Rehabilitation Committee (JRC)

Effective the date of ratification, the Employers and the Unions agree to add a new Article 9.3.6 to read as follows:

"Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer."

The operation of the JRC is subject to the terms and conditions of the disability benefits plan."

The current Article 9.3.6 will be re-numbered to 9.3.7.

8. Common Faculty Professional Development Fund

Effective the date of ratification, the Employers and the Unions agree to move the content of Letter of Understanding 6: Common Faculty Professional Development Fund into the body of the Faculty Common Agreement as Article 16 to read as follows:

"1. Purpose

- 1.1.1** The Common Faculty Professional Development Fund ("the Fund") is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional



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competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

2. Process

- 2.1.1** The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

- 3.1** The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.
- 3.2** Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

Note: The effective date of this provision for Okanagan College/Okanagan College Faculty Association will be April 1, 2012.

9. Term

Effective the date of ratification, the Employers and the Unions agree to amend Article 16: Term as follows:

"This Agreement shall be in effect from April 1, ~~2007~~ **2010** to March 31, ~~2010~~ **2012**, and shall continue in force until the renewal of this Agreement."

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.

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11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- Benefits trust
- Tendering of the carrier contract

The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "*Article 3.4 Contract Training and Marketing Society*";
- (c) amend Article 13.3 by renumbering "*Article 6.7 – Educational Technology / Distributed Learning*" to read "*Article 6.6 – Educational Technology / Distributed Learning*";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;



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- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read "'Institution" means a *post-secondary institution* that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.

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The date of ratification will be the date the parties to a local agreement conclude the ratification of the local portion and the Common Agreement portion of their 2010-2012 collective agreement. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the December 15, 2011.

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712

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Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

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APPENDIX A

- Camosun College / Camosun College Faculty Association FPSE Local 12/ BCGEU Local 701
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- North Island College / North Island College Faculty Association FPSE Local 16
- Northern Lights College / BCGEU Local 710
- Nicola Valley Institute of Technology / NVIT Employees' Association FPSE Local 19
- Northwest Community College / Academic Workers' Union FPSE Local 11/ BCGEU Local 712
- Okanagan College / Okanagan College Faculty Association FPSE Local 9/ BCGEU Local 707
- Selkirk College / Selkirk College Faculty Association FPSE Local 10/ BCGEU Local 709



Appendix "A"

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	1-Jan-13 to 31-Mar-13	01-Apr-13 to 31-Aug-13	01-Sep-13* to 31-Dec-13	01-Jan-14 to 31-Mar-14
1	\$ 84,063	\$ 84,904	\$ 85,753	\$ 86,611
2	\$ 78,750	\$ 79,538	\$ 80,333	\$ 81,136
3	\$ 73,354	\$ 74,088	\$ 74,829	\$ 75,577
4	\$ 70,352	\$ 71,056	\$ 71,767	\$ 72,485
5	\$ 67,775	\$ 68,453	\$ 69,138	\$ 69,829
6	\$ 65,199	\$ 65,851	\$ 66,510	\$ 67,175
7	\$ 62,622	\$ 63,248	\$ 63,880	\$ 64,519
8	\$ 60,045	\$ 60,645	\$ 61,251	\$ 61,864
9	\$ 57,468	\$ 58,043	\$ 58,623	\$ 59,209
10	\$ 54,891	\$ 55,440	\$ 55,994	\$ 56,554
11	\$ 52,315	\$ 52,838	\$ 53,366	\$ 53,900

* or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later).