

MEMORANDUM OF AGREEMENT

between

College of New Caledonia
(hereinafter called "the Employer")

and the

Faculty Association of CNC
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE FACULTY ASSOCIATION OF CNC (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2014 AND EXPIRING MARCH 31, 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012 - 2014 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for sixty (60) months from April 1, 2014 to March 31, 2019 both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A". The Employer and the Union further agree that subsequent provisions will be re-numbered accordingly and the parties will

review the agreement to correct any cross references as a result of the deletions or amendments.

5. **Appendix "B"**

The Employer and the Union also agree to the amendments to the new Collective Agreement, as signed by the Employer and the Union on Green Sheets attached to this Memorandum of Agreement as Appendix "B".

6. **Appendix "C"**

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – 2014 FPSE Template Table ("FTT").

7. **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 1st. day of September 2015.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

K. C. G. J. P.
L. C. G. J. P.
J. C. G. J. P.
E. J. C. G. J. P.
B. C. G. J. P.
A. C. G. J. P.

BARGAINING REPRESENTATIVES FOR THE
UNION:

B. C. G. J. P.
J. C. G. J. P.
J. C. G. J. P.
V. C. G. J. P.
H. C. G. J. P.

APPENDIX "A"

1. Revision of chosen arbitrators

1.2.7 Contracting Out Review Process

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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~~ Chris Sullivan

Margarite Jackson

~~Julie Nichols~~ Kate Young

Wayne Moore

Mark Brown

~~Red Germaine~~ Ken Saunders

3.6 Arbitration Procedure

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~~ Chris Sullivan

Margarite Jackson

Julie Nichols

Wayne Moore

Mark Brown

~~Red Germaine~~ Ken Saunders

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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.

2. 2.8 Union Rights to Information

The College shall provide the Faculty Association with all necessary information relating to the following matters for all faculty employees, on a monthly basis:

- Position advertisements (to be provided at the time of advertising),
- Appointments, including, term of appointment, classification, department, course title, number of hours for all part-time faculty and salary step
- Regularization appointment letters,
- transfers,
- unpaid leaves, educational leaves, exchange leaves, maternity /legal adoption leaves, political leaves, partial leaves,
- resignations,
- retirements,
- deaths,
- recalls from lay-off and refusals of recall,
- lay-offs,
- terminations.

3. Coordinator Release Time

...

5.6.5 Coordinator Release Time

It is recognized that the coordinator duties vary between Divisions, and that the release time for coordinators should reflect a measure of time appropriate to the responsibilities. The following guidelines have been developed to ensure that job duties and release time for coordinators are applied in a fair and consistent manner throughout the College. The College and the Faculty Association agree that:

- a. ~~The generic job description shall be common for all coordinators appointed under this article (5.6).~~ Normal release time from teaching duties will be approximately 20% of the maximum workload and will correspond to a normal instructional unit of that workload, eg., a section in CCP or Science. Where no normal instructional unit occurs, eg., counselling, the normal release time will be 20% of the contact hours.

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- b. The generic job description shall be common for all coordinators appointed under this Article (5.6). The generic job description for all Coordinators is as follows:

POSITION: Coordinator

TERM: 1 year, renewable

GENERAL ACCOUNTABILITY:

Each coordinator is accountable to an Educational Administrator ~~Dean/ Director~~ ~~/ Regional Director~~ for providing leadership to a program, discipline or services recognizing the professional nature of the faculty's role.

...

- d. Coordinators in Early Childhood Education, College and Career Preparation, Dental Clinic, ~~and Trades at Nicholson, Brink~~, Counselling, ~~and~~ the Centre for Student Success, Medical Laboratory, and Medical Radiography shall be approved with additional responsibilities and additional release time.

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ii. TRADES COORDINATOR

~~(NICHOLSON & BRINK)~~

Additional Responsibilities

- ~~* — respond to phone calls regarding program enquiries;~~
- ~~* — obtaining substitute instructors for emergency sick relief;~~
- ~~* — general responsibility for safety of the campus.~~

~~Additional release time 05%~~

~~Total 25%~~

Trades Coordinators shall be available for departmental consultation with students, and in collaboration with the Dean of Trades and Technologies are responsible for liaison with the Industry Training Authority, the Industry Training Organizations, and regional industry. They are responsible for coordinating program/student/industry liaison, and may be involved in providing support to Regional Campus trades faculty.

Trades Coordinators will have a maximum annual teaching assignment of thirty-five (35) weeks which includes seven (7) weeks free of instructional duties in lieu of release time.

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[New] ix. MEDICAL RADIOGRAPHY TECHNOLOGY COORDINATOR

Additional Responsibilities:

- Facilitate evaluation, revision and changes of curriculum
- Monitor progress of program outcomes
- Coordinate requests for exemptions and challenges
- Chair Program Committee
- Attend PAC meetings
- Chair and prepare for department meetings
- Act as a liaison for provincial initiatives and projects
- Liaison with BCIT and other institutions as required
- Develop and revise course and program evaluation methods for the program
- Ensure regular course and program evaluation methods are implemented
- Prepare reports for the program as required by internal and external organizations
- Ensure processes in place and required documentation is collected on a continuing basis for accreditation purposes.
- Work with and support the clinical course supervisor, including but not limited to the following:
 - communicating with chief technologists and other personnel at clinical placements
 - travelling to clinical sites
 - training preceptors
 - initiating new clinical placements.
- Oversee selection process for students admitted to the program
- Other duties as required for the successful administration of the program

Additional release time 30%

Total 50%

e. The Northern Collaborative Baccalaureate Nursing Program shall have the equivalent of forty percent (40%) release time, and the ~~Home Support/Resident~~ Health Care Assistant Program shall have the equivalent of twenty percent (20%) release time. The Faculty, in consultation with the Dean, shall determine how release time will be allocated.

4. 10.1.3

Add following program:

Web and Graphic Design Program

Addition of following courses:

ANTH 210, 220

COM 288

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CRIM 220
FASD 310, 399
FORS 251
HIST 230
KINS 240
LAW 294
PHIL 235
PSYC 105, 106, 211, 212
SOC 225, 240

10.1.4

Accounting and Finance Diploma
Applied Leadership Certificate
Business Management Certificate and Diploma

10.1.5

Sterile Processing Technician Certificate Program

10.1.7

Nursing Unit Clerk Certificate Program
Bookkeeping

10.1.8

Metal Fabrication
Mining Industry Certificate

Other:

~~PD Tourism Management → same as northern Outdoor Recreation and Ecotourism?~~
~~Post Diploma Information Technologies?~~
~~Mining Processing Operator Certificate~~
~~Mining Industry Certificate~~

5. Practical Nursing Program

10.4.2 AGREED

- d. for instructors in the Practical Nursing Program:
 - i. a maximum average of twenty (20) scheduled hours of classroom teaching, ~~and/or practicum and clinical supervision~~ and/or laboratory teaching per week;
 - ii. a maximum average of ~~twenty-four (24)~~ **thirty-two [32]** hours per week for practicum and/or clinical supervision only **in terms 1, 2, 3, and 4 for Consolidated Practice Experience clinical courses.** (This time shall include travel time between sites and the College, student placement, meetings and report writing).

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- iii. a maximum average of 25 hours per week for preceptorship (This time shall include travel time between sites and the College, student placement, meetings and report writing).

~~providing there are no more than twenty-eight (28) scheduled hours per week in semester I and no more than thirty (30) scheduled hours per week in semesters II and III for practicum and/or clinical assignments.~~

These workloads may be altered only with the written agreement of the Faculty Association.

6. Medical Radiology Technology (MRT)

10.4 Workload for Type 1(c) Faculty Employees

- 10.4.1 A faculty employee teaching a workload of twelve (12) or more Type 1(c) instructional hours per week in the Medical Radiography Technology (MRT) and Medical Laboratory Technology Science (MLTS) Program and the Dental Hygiene Program, or fourteen (14) or more hours per week in the Dental Assisting Program, or ~~fifteen (15) or more hours per week in Nursing Programs, and sixteen (16) or more hours per week in the Practical Nursing Programs, or~~ eighteen (18) or more hours per week in the Long-Term Care/Home Support Worker/Health Care Assistant Program; ~~or in each case~~ including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.4.11, 10.10 10.14, 10.15 and 10.17) is a full-time faculty employee.

10.4.2 ...

[NEW] g. For instructors in the MRT program:

- i. a maximum average of eighteen (18) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled teaching and/or laboratory hours per week. For the purpose of this sub article, maximum average shall be an average over the teaching year; or
- ii. The instructor with clinical practicum supervision responsibility shall have a maximum average of nine (9) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than ten (10) scheduled teaching and/or laboratory hours per week. For the purpose of this sub-article, maximum average shall be an average over the teaching year; or
- iii. The instructor with PACS/RADICL Lead responsibility shall have a maximum average of nine (9) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than ten (10) scheduled teaching and/or laboratory hours per week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.

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10.4.13 c. ...

[NEW] vi. 1: 16 for the Medical Radiography Technology Program

10.4.20

- a. For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work falling between August 15 and June 15.
- b. With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.
- c. **For full-time Medical Radiography Technology faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 1 and July 31.**
- d. **For full-time Medical Laboratory Technology faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 1 and July 31.**
- e. **For full-time Practical Nurse faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 1 and July 31.**

10.4.22 For full-time instructors in the Dental Hygiene Programs there shall be a maximum of five hundred ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). Additional laboratory and/or practicum supervision hours may also be assigned, in which case there shall be a total maximum of six hundred twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work). For full-time instructors in the Practical Nurse Program there shall be a maximum of seven hundred (700) hours of classroom, laboratory, practicum and clinical supervision per teaching year. For full-time instructors in the Dental Assisting Program there shall be a maximum of seven hundred fifty (750) hours of classroom teaching and/or practicum and clinical supervision per teaching year. For full-time instructors in the MLTS Program, there shall be a maximum of six-hundred and thirty-five (635) hours of classroom, laboratory, and course review (per Article 10.4.5.c) time per teaching year.

For full time instructors in the MRT Program, there shall be a maximum of six-hundred and thirty-five (635) hours of classroom, laboratory and clinical supervision per teaching year.

REMAINDER OF 10.4 REMAINS UNCHANGED

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7. Deadline Date for Leave Request

- 12.19.2** The applicant must notify the President, in writing, by ~~March 31st~~ **February 28th** with a copy to his or her ~~Dean/Director/Regional Director~~ **educational administrator** that he/she wishes a partial leave of absence in the subsequent academic year. If granted, the period of leave shall coincide with one or more instructional periods. The College shall notify the faculty employee, in writing, by ~~April 30th~~ **March 31st**, as to whether the leave is approved or not. This time limit may be extended with the mutual agreement of the faculty employee and the College.
- 12.19.3** Notwithstanding the ~~March 31st~~ **February 28th** application deadline set out in Article 12.19.2:
- a. A faculty employee may request a partial leave by April 30th as a result of a labour adjustment strategy (see Article 6.4.2.1.b of the Common Agreement) that had only been identified subsequent to March 31st. In such circumstances the College shall notify the faculty employee, in writing, by May 30th as to whether the leave is approved or not.
 - b. A faculty employee may request a partial leave by August 31st for a partial leave that would not commence before January 1st. In such circumstances the College shall notify the faculty employee, in writing, by September 30th as to whether the leave is approved or not. The Parties recognize that for the purpose of planning it is preferred that all applications for partial leave be received by ~~March 31st~~ **February 28th** in accordance with Article 12.19.2 or April 30th in accordance with Article 12.19.3.a and accordingly preference will be given to applications made in accordance with those articles.

8. NEW - Non-Regular Part-time and Part-time faculty employees office hours

Article 10.2.8

A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. **Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours.** The faculty employee shall submit the times of his/her office hours to the appropriate Dean/Director/Regional Director on request.

Article 10.3.8

A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. **Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours.** The faculty

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employee shall submit the times of his/her office hours to the appropriate Dean/Director/Regional Director on request.

Article 10.4.8

A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. **Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours.** The faculty employee shall submit the times of his/her office hours to the appropriate Dean/Director/Regional Director on request.

Article 10.5.7

A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. **Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each lecture section where the class is scheduled for forty-five (45) or more lecture hours.** The faculty employee shall submit the times of his/her office hours to the appropriate Dean/Director/Regional Director on request.

[new] Article 10.6.14

Effective January 1, 2018 a part-time or non-regular part-time Faculty Employee shall receive three (3) office hours for each teaching contract which is scheduled for ninety (90) or more hours.

Article 10.7.2

Type 3 faculty employees' classroom requirement shall be twenty-eight (28) hours per week with two (2) hours per week of office hours. A regular part-time faculty employee shall have pro-rated office hours. **Effective January 1, 2018 a part-time or non-regular part-time faculty employee shall receive three (3) office hours for each teaching contract which is scheduled for seventy-five (75) or more hours.** Faculty shall ensure that the students have been given learning assignments normal to the course and training objectives during office hours.

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9. LETTERS OF AGREEMENT (LOAs) and Memoranda of Agreement (MOAs)

(a) Effective the date of ratification, the Employer and the Union agree to **renew** the following:

- i. DEAN APPOINTMENTS AND RE-ESTABLISHMENT OF SENIORITY
- ii. ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS
- iii. SECTION 34 APPLICATION RE: VALT
- iv. MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD

(b) Effective the date of ratification, the Employer and the Union agree to **delete** the following:

- i. PROVISION OF ADDITIONAL EDUCATIONAL RESOURCES
- ii. WORK ON STATUTORY HOLIDAYS
- iii. PRIOR LEARNING ASSESSMENT PLA (ARTICLE 4) – COMMON AGREEMENT
- iv. INFORMAL HARASSMENT COMPLAINT GUIDELINES & APPLICATION OF ARTICLE 2 (Harassment) - COMMON AGREEMENT
- v. COMMON TABLE PROFESSIONAL DEVELOPMENT FUND PER COMMON AGREEMENT LOU #6
- vi. WORKLOAD DISCUSSION
- vii. MOS REPLACEMENT COSTS FOR UNION LEAVE

(c) Effective the date of ratification, the Employer and the Union agree to **amend** Letter of Agreement #7 as follows:

LETTER OF AGREEMENT

BETWEEN:

THE COLLEGE OF NEW CALEDONIA

AND:

THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

RE: EARLY INTERVENTION SERVICES

WITHOUT PREJUDICE/WITHOUT PRECEDENT

The parties agree that the following positions from the Early Intervention Services program at the Lakes District Campus shall be included in the bargaining unit: Occupational Therapist, Physical Therapist, and Speech/Language Pathologist in. As per Articles 10.1.1 and 10.1.2 of the Collective Agreement, the parties agree that these positions will be classified as Type 4 workloads. As Type 4 faculty positions, all terms and conditions of the Collective Agreement shall apply with only the following amendments:

1. A Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist with an average of twenty two (22) to thirty-five (35) hours of service delivery is a full-time faculty employee.
2. A full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall work a maximum of thirty-five (35) hours per week. For the purpose of this article, maximum hours

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shall be an average over the working year. With the faculty employee's written permission, the maximum hours of service delivery in any one week may be increased by five (5) hours.

3. Vacation entitlement for a full-time employee:

A full-time employee in this category shall initially receive a vacation period of twenty-three (23) working days, which shall include a period of not less than twenty (20) consecutive working days if requested by the faculty employee.

~~It is specifically agreed that Chantal Phillips shall receive a vacation period of twenty four and one half (24.5) days effective 24 months after the date of signing of this letter of agreement. Thereafter, starting at the beginning of their fifth year of employment, unless other arrangements can be negotiated with the funding agency or authority, she they will receive 1.5 days of additional vacation in each subsequent year until the entitlement reaches a maximum of forty-three (43) days, the same number of vacation days as all other full-time employees covered by the Collective Agreement.~~

~~Other full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall start to progress on the special vacation entitlement granted to Chantal Phillips starting at the beginning of their fifth year of employment unless other arrangements can be negotiated with the funding agency or authority.~~

4. Vacation entitlement for a part-time employee:

A part-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist receives pro-rated vacation pay based upon the entitlement specified in #43 above, calculated on the employees' total wages for the year.

5. The scheduling of vacation shall be as per Article 12.1 (a) and 12.1(b) of the Collective Agreement. It is agreed that vacation entitlement will normally be taken at a time that is least likely to interrupt service delivery.

~~6. Given that the Article 6 Regularization provisions have not been finalized at the time of this letter of agreement; and given that this letter is only for a two year term; the parties agree that regularization provisions for this category will included in any renewal of this letter.~~

7. Given that therapy must be provided on a regular on-going basis throughout the year, professional development will be taken at times mutually agreed upon by the employee and the Regional Director such that professional development does not interrupt service delivery. It is expressly agreed that professional development time for this category of employees may be taken in increments of less than a day.

8. Either the Union or the employer can serve notification to renew or terminate this agreement after two years from the date of signing.

~~Originally signed: August 24, 2000~~

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(d) New LOU

LETTER OF UNDERSTANDING
BETWEEN:
THE COLLEGE OF NEW CALEDONIA
AND:
THE FACULTY OF THE COLLEGE OF NEW CALEDONIA

RE: Implementation of Common Agreement Article 16 – Common Faculty Professional Development Fund

Whereas the 2012-2014 CNC-FACNC Collective Agreement is comprised of the 2012-2014 Common Agreement and the 2012-2014 Local Agreement; and

Whereas Article 13 of the Local Agreement provides for a Professional Development Fund ("the 0.8 Fund") that encompasses both a Professional Development Fund and an Education Leave Allocation; and outlines a process for the administration of Professional Development Fund; and

Whereas the 2012-2014 Common Agreement contains Article 16 Common Faculty Professional Development Fund ("the 0.6 Fund"); and

Whereas Article 16 of the Common Agreement stipulates that the parties will mutually agree on a process and criteria for the review and adjudication of employee applications to "the 0.6 Fund";

The parties agree that:

- 1. The 0.8 Professional Development Fund in the Local Agreement Article 13 and the 0.6 Professional Development Fund in the Common Agreement Article 16 are two separate funds to be administered consistent with the terms of the respective Articles.**
- 2. The 0.8 Professional Development Fund ("the 0.8 Fund") will continue to operate as per Article 13 of the Local Agreement.**
- 3. The 0.6 Common Faculty Professional Development Fund ("the 0.6 Fund") will operate as per Article 16 of the Common Agreement and the mutually developed local process and criteria guidelines.**
- 4. The Professional Development Committee will have responsibility for the administration of "the 0.8 Fund" and "the 0.6 Fund".**
- 5. The Professional Development Committee will administer the "0.6 Fund" as per Article 16 in the Common Agreement, including the preparation of applicable process and criteria guidelines. The parties agree that The Professional Development Committee Guidelines of March 2010 need to be revised to be in compliance with Article 16 of the Common Agreement which stipulates in Article 16.2.1 that "the local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to "the 0.6 Fund".**
- 6. The Professional Development Committee will draft the process and criteria guidelines for the review and adjudication of employee applications to the "0.6 Fund" subject to the mutual**

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agreement of the parties to the Collective Agreement. The revised process and criteria shall be submitted for approval by October 10, 2014 for a decision by October 17, 2014.

- 7. The Professional Development Committee will recommend the adjudicated applications to "the 0.6 Fund" to the Vice President Academic or designate who is responsible for the final approval of the applications. The Vice President Academic or designate will respond to the Committee with his/her decision not later than ten (10) working days from receipt of the Committee's recommendation for each application, and whenever possible will have received any further information requested. When further information is requested, the parties will develop an appropriate timeline for conclusion.**

(e) [New LOA]

LETTER OF AGREEMENT

BETWEEN

THE COLLEGE OF NEW CALEDONIA ("CNC")

AND

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

RE: REGULARIZATION FRAMEWORK AGREEMENT

May 1

By or before May 1st, the College will provide the Union in writing with a list of the faculty employees it has identified that it anticipates at the end of that appointment year (August 1st to July 31st) who will have either at least (2) two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years or who have performed a workload of at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive appointment years pursuant to Articles 5.5.1.a and 5.5.1.b (the "Regularization Thresholds"), and the College's reasonable expectation of the "ongoing employment" and "ongoing workload" (the "Workload") for the upcoming appointment year for those Faculty employees including a list of the courses or other faculty assignments that are expected to make up the Workload, the College's explanation of the reasonably expected Workload, and the following documentation or information:

Current available timetables (could be in draft form);

College Application report;

Any confirmations of externally funded programming; and

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The expected intersession work for the upcoming appointment year.

If anything changes after May 1st but before July 31st regarding whether someone has met the regularization thresholds or the College's reasonable expectation of the Workload for any faculty employee identified, the College will notify the Union in writing of that change as soon as practicable and provide the Union with documentation relevant to that change.

The Union will file any grievances regarding whether a faculty employee has met the regularization threshold or whether the relevant documentation has been produced by June 1 (a "Grievance").

The Union will refer any Grievance to the following expedited process:

- (a) By no later than June 1st, the Union shall refer the Grievance to Mark Brown, or if he is not available, Kate Young.
- (b) By no later than June 15th, the arbitrator shall convene a case management conference call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a time frame for written submissions if directed by the arbitrator, the use of will say statements, agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute.
- (c) If an oral hearing is scheduled by the arbitrator it shall be held by July 15th. The oral hearing shall not exceed one (1) day.
- (d) If a written submission process is directed by the arbitrator it shall be concluded by July 15th. The written submissions shall not exceed ten (10) pages in length.
- (e) The parties will use a limited number of authorities.
- (f) The arbitrator will issue a decision within five (5) days of the conclusion of the hearing or submission process.
- (g) The arbitrator retains jurisdiction with respect to any issue arising from their decision.
- (h) Except as set out herein the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- (i) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance, but any such mediation will not affect the time limits contemplated herein.
- (j) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- (k) Hearings may be conducted at the College or at the Union office where possible to minimize costs.

June 15 – July 15

If the Union disagrees with any of the College's reasonably expected Workload for the upcoming appointment year for any faculty employee who has met the Regularization Thresholds, the Union will notify the College in writing of its disagreement identifying the faculty employee(s) in question and providing an explanation of why and how it disagrees by or before July 15th. By or before July 15th, the College and Union will meet to discuss any areas of disagreement and the College will identify any remaining areas of disagreement and provide any further relevant documentation at or prior to the meeting.

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July 31

By or before July 31st, the College will advise the Union in writing of its regularization decisions for the appointment year starting on August 1.

August 15

The Union will file any grievances regarding the College's regularization decisions (a "Reasonable Expectation Grievance") by no later than August 15th.

The Union will refer any Reasonable Expectation Grievance to the following expedited process:

- (a) By no later than August 15th, the Union shall refer the Reasonable Expectation Grievance to Mark Brown, or if he is not available, Kate Young.
- (b) By no later than August 31st, the arbitrator shall convene a case management conference call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a time frame for written submissions if directed by the arbitrator, the use of will say statements, agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute.
- (c) If an oral hearing is scheduled by the arbitrator it shall be held by October 30. The oral hearing shall not exceed one (1) day.
- (d) If a written submission process is directed by the arbitrator it shall be concluded by October 30. The written submissions shall not exceed ten (10) pages in length.
- (e) The parties will use a limited number of authorities.
- (f) The arbitrator will issue a decision within five (5) days of the conclusion of the hearing or submission process.
- (g) The arbitrator retains jurisdiction with respect to any issue arising from their decision.
- (h) Except as set out herein the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- (i) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance, but any such mediation will not affect the time limits contemplated herein.
- (j) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- (k) Hearings may be conducted at the College or at the Union office where possible to minimize costs.
- (l) The arbitrator shall include a statement to the effect that the decision is based on a process and agreement unique to these parties and should not be relied upon by any other party.

Reasonable Expectation Assessment

The assessment of whether or not there is a reasonable expectation of Workload for a faculty employee as of July 31 will be based on the scheduled College timetables and the list of courses or other faculty assignments that are expected to make up the Workload as identified by the Parties in the Regularization Framework for that faculty employee as of July 31 with the following exceptions:

APPENDIX "A"

1. A course offering not previously run by the College;
2. A course offering not run by the College within the immediately preceding three appointment years; or
3. An unlisted Industrial Training Authority ("ITA") course for which additional funding must be obtained from the ITA for the course to go forward (i.e. Learner Demand courses).

For clarity, when the above exceptions are not determinative, whether there is a reasonable expectation of Workload for a faculty employee will be determined on a case-by-case basis.

(f) **New LOA**

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

RE: INTERSESSION WORK FOR TYPES 1A AND 1B

WHEREAS the parties have met and discussed the idea that having a complement of regular faculty employees teaching courses during Intersession terms would be beneficial to students and would enrich College program offerings; and

WHEREAS it is the common interest of the Union and the College to increase student numbers; and

THEREFORE the parties agree to pursue expanded Intersession offerings, utilizing full-time regular and probationary faculty employees, according to the following terms:

1. Prior to 31 October of each year, the parties will consult through the Joint Interest Committee (JIC) on future Intersession courses offerings during the next two years;
2. Any course offerings recommended by the Joint Interest Committee will form part of the relevant department's workload discussions, subject to the provisions of the collective agreement.
3. Full-time regular and probationary faculty employees within those identified departments will be canvassed for their interest in intersession work;
4. Intersession work will be allocated to interested fulltime regular and probationary faculty employees subject to demand and teaching needs through the academic year;
5. No fulltime regular or probationary faculty employee shall be required to teach three consecutive semesters during any academic year;
6. The Union agrees that it will not unreasonably deny necessary waivers to the collective agreement that have been recognized by the Joint Interest Committee as necessary for Intersession course offerings;
7. The Joint Interest Committee will meet to review, assess and evaluate Intersession course offerings after the conclusion of each Intersession, and to make recommendations for the coming year;

This Letter of Agreement expires March 31, 2019 unless explicitly renewed by the parties. This does not preclude faculty from completing scheduled intercession work in 2019.

APPENDIX "A"

Attach signed Greensheets - make Appendix B

Attach signed off FTT MOA - make Appendix C

HOUSEKEEPING 'GREEN'

5.5.10 (2nd Sentence)

Employees regularized in accordance with this ~~letter~~ article shall have their workload calculated as follows ...

5.5.11 Employees regularize in accordance with this ~~letter~~ article shall have....

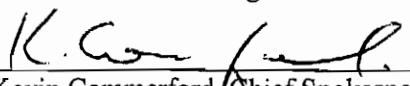
5.5.13 [underline heading] Workload for Regular Part-time Faculty Employees

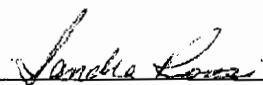
5.5.14 [underline heading] Canvass of Regular Part-time Employees

1.10.11 "Vice President" denotes the administrator directly responsible for one of the major functional areas of the College; namely, Academic, Student Services, and Administration and Finance ~~Bursar~~ wherein faculty employee positions have been established.


2.2.2 The Board agrees to deduct each month from the monthly salary of each faculty employee Faculty Association dues as determined by the Faculty Association and to deduct any other assessed charges as determined by the Faculty Association. This sum shall be transmitted to the Faculty Association without delay. Before the College is obliged to deduct any amount under 2.2.1, the Secretary or President of the Faculty Association must advise the Vice President Administration and Finance's ~~Bursar's~~ office in writing, by copy of a resolution passed at a general meeting of the Association, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Faculty Association signed by the Secretary or President of the Faculty Association. Upon receipt of such notice, such changed amount shall be the amount deducted.

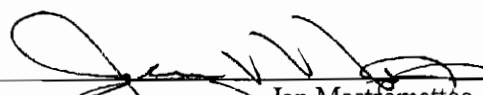
On behalf of the College of New Caledonia

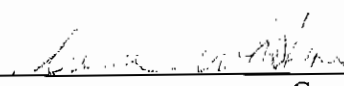

Kevin Commerford, Chief Spokesperson


Sandra Rossi,
Negotiating Committee Chairperson

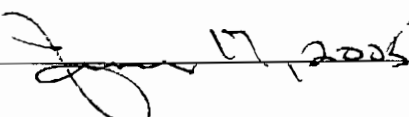
On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastroratto,
Negotiating Committee Chairperson


Carole Whitmer,
Negotiating Committee Member

Date June 17, 2015


Date

Appendix B

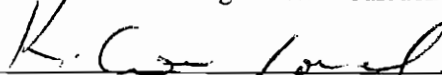
HOUSEKEEPING 'GREEN'


14.11 Moving Expenses - Full-time Faculty Employees

- d. Subject to the Vice President Administration and Finance's ~~Bursar's~~ approval, moving expenses may be charged directly to the College.
- e. Receipts for moving expenses incurred by new employees must be submitted to the Vice President Administration and Finance office ~~Bursar's~~ for reimbursement.
- f. All costs above and beyond moving expenses as described in 14.11(b) must be approved in advance by the Vice President Administration and Finance ~~Bursar's~~ or his/her designate.

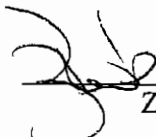
IN WITNESS WHEREOF the College Board has caused this collective agreement (comprised of the Common Agreement and the Local Agreement) be sealed with the seal of the College of New Caledonia Board, Prince George, BC and signed by the Chair and Vice President Administration and Finance ~~Bursar's~~ of the College Board and the Faculty Association of the College of New Caledonia has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this _____ day of _____ A.D., 2013.

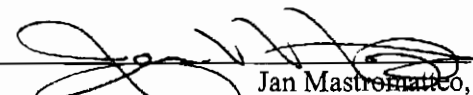
On behalf of the College of New Caledonia

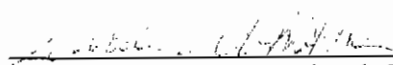

Kevin Commerford, Chief Spokesperson


Sandra Rossi,
Negotiating Committee Chairperson

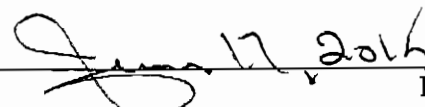
On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastroianni,
Negotiating Committee Chairperson


Carole Whitmer,
Negotiating Committee Member

Date June 17, 2015


Date

MEMORANDUM OF AGREEMENT

Between: College of New Caledonia

(hereinafter referred to as the Employer)

And: Faculty Association of the College of New Caledonia

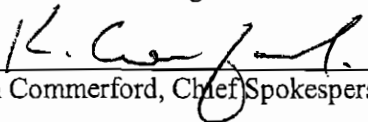
(hereinafter referred to as the Faculty Association)

And: Canadian Union of Public Employees, Local 4951


(hereinafter referred to as the CUPE)

Renew

On behalf of the College of New Caledonia



Kevin Commerford, Chief Spokesperson

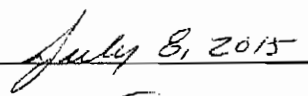
On behalf of the Union

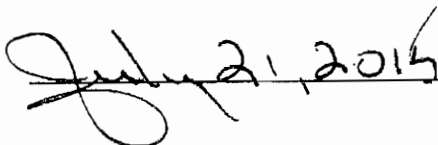

Zoe Towle, Chief Spokesperson


Sandra Rossi,
Negotiating Committee Chairperson


Jan Mastromatteo,
Negotiating Committee Chairperson


Carole Whitmer,
Negotiating Committee Member

Date  July 8, 2015


Date

LETTER OF AGREEMENT

BETWEEN

THE COLLEGE OF NEW CALEDONIA

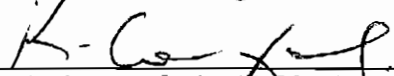
AND

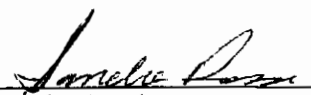
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

RE: MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD

RENEW


On behalf of the College of New Caledonia

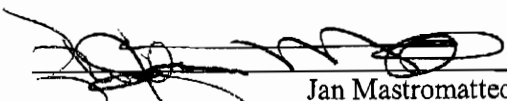

Kevin Commerford, Chief Spokesperson

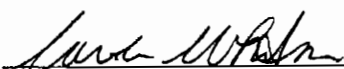

Sandra Rossi,
Negotiating Committee Chairperson

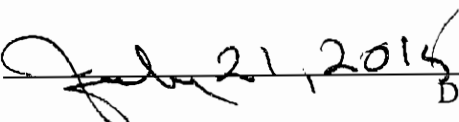
Date July 8, 2015

On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastromatteo,
Negotiating Committee Chairperson


Carole Whitmer,
Negotiating Committee Member


Date

LETTER OF AGREEMENT

BETWEEN:

THE COLLEGE OF NEW CALEDONIA

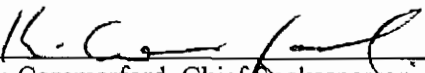
AND:

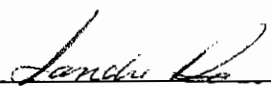
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

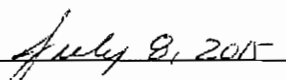
RE: ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS

RENEW


On behalf of the College of New Caledonia

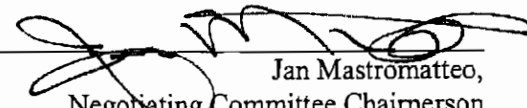

Kevin Commerford, Chief Spokesperson

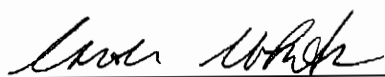

Sandra Rossi,
Negotiating Committee Chairperson



Date

On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastromatteo,
Negotiating Committee Chairperson

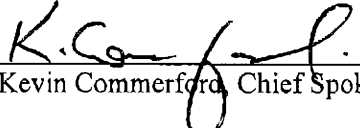

Carole Whitmer,
Negotiating Committee Member


Date

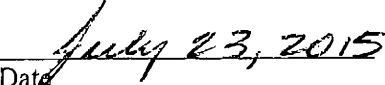
2.3 Rights of Faculty Employees

- 2.3.1 A paper copy of this Collective Agreement shall be distributed by the Board free of charge to each of the Union's stewards plus an additional twenty-five (25) paper copies will be provided to the Union. ~~to all faculty employees employed under the terms of this Agreement. In addition, a reasonable number of extra copies shall be provided free of charge at the request of the Faculty Association.~~
- 2.3.2 Within thirty (30) calendar days of ratification of ~~the~~ this a-Collective Agreement by both parties, the parties to ~~the a-~~ this Collective Agreement shall prepare and sign the new Collective Agreement. ~~Copies of the Collective Agreement shall be distributed to faculty employees.~~ The College shall provide each faculty employee with the current electronic link to the Collective Agreement within two (2) weeks of the date of signing and, place two (2) paper copies in the library.
- 2.3.3 The College shall include the current electronic link to the Collective Agreement, in the letter of appointment issued to any new faculty employee who is hired subsequent the ratification of this Collective Agreement.


On behalf of the College of New Caledonia

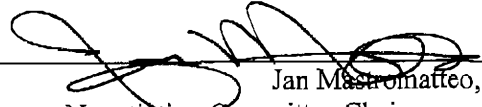

Kevin Commerford, Chief Spokesperson

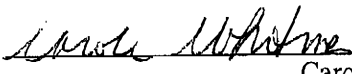

Sandra Rossi,
Negotiating Committee Chairperson

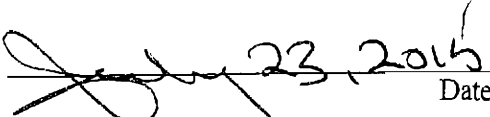

Date

On behalf of the Union


Zoe Towle, Chief Spokesperson

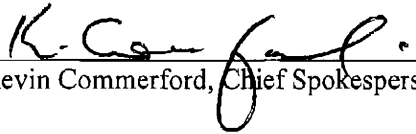

Jan Mastromatteo,
Negotiating Committee Chairperson

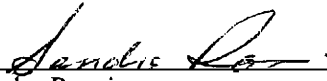

Carole Whitmer,
Negotiating Committee Member

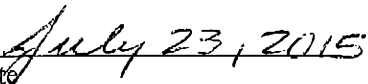

Date

- 2.2.3** [consequential to 2.3.1 and 2.3.2] The Board agrees to inform new faculty employees that a Collective Agreement between parties is in effect and with the conditions of employment set out in 2.1 and 2.2 dealing with union membership and dues checkoff. ~~New faculty employees shall be presented with a copy of the agreement with their letter of appointment.~~ The letter of appointment for new faculty employees shall include the current electronic link to the collective agreement ~~and shall be updated as necessary.~~


On behalf of the College of New Caledonia



Kevin Commerford, Chief Spokesperson

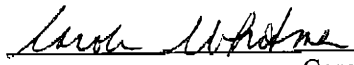

Sandra Rossi,
Negotiating Committee Chairperson

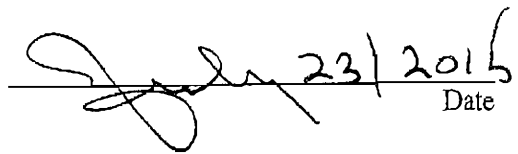

Date

On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastromatteo,
Negotiating Committee Chairperson


Carole Whitmer,
Negotiating Committee Member


Date

LETTER OF AGREEMENT

BETWEEN:

THE COLLEGE OF NEW CALEDONIA

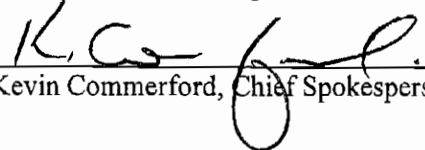
AND:

THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

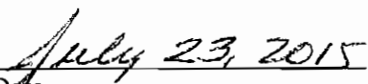
RE: WORK ON STATUTORY HOLIDAYS

MOVE TO ARTICLE 12.3


On behalf of the College of New Caledonia

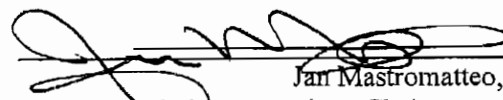

Kevin Commerford, Chief Spokesperson



Sandra Rossi,
Negotiating Committee Chairperson

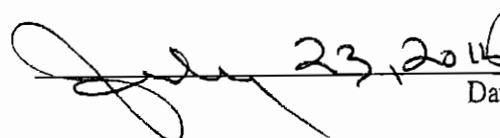

Date

On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastromatteo,
Negotiating Committee Chairperson


Carole Whitmer,
Negotiating Committee Member


Date

Note: For clarity. These changes are housekeeping only and are not intended to be substantive. Subsequent bargaining may result in changes to language that would not be reflected in this housekeeping proposal

Change the wording from “Dean/Director/Regional Director & Director/Dean/ Regional Director” to “educational administrator” throughout the agreement.

1.10.12 ~~“Associate Director” or “Director” or “School Dean” or “Regional Director”~~ “Educational administrator” **means dean, associate dean, director, associate director and regional principal, and denotes** the administrator directly responsible for the management of a faculty employee's division.

2.4.5 Absence from duties shall be permitted where it is required in connection with the handling of, or participation in, a grievance or arbitration provided that permission is received in advance from the ~~appropriate faculty employee's Dean/Director/ Regional Director~~ educational administrator or Vice President. Such permission shall not be unreasonably withheld. Time spent during a faculty employee's normal working hours in the handling of, or participation in, grievance or arbitration shall be considered time worked. Such time, as well as additional time spent in rescheduled activities, shall not qualify for overload remuneration. These provisions apply only to those members expressly identified by the Faculty Association as being involved in and integral to the procedures of grievance and arbitration, including witnesses.

2.4.6 Leave of absence with pay shall be permitted where it is required for attendance at hearings and court actions relating to the application of this Agreement, provided that permission is received in advance from the ~~faculty employee's appropriate educational administrator~~ Dean/Director. Such permission shall not be unreasonably withheld. These provisions apply only to those faculty employees expressly identified by the Faculty Association.

4.4.3 To undertake, in accordance with procedures developed by the counsellors and approved by the ~~faculty employee's educational administrator~~ Dean/Director/ Regional Director, testing and interpretation for students and prospective students in the areas of aptitude, vocational interest, intelligence and personality.

- 4.7.1 To provide a liaison between the faculty employee’s educational administrator~~Dean/Director/Regional Director~~ or Vice President and other faculty employees.
- 4.7.6 To represent the faculty employee’s educational administrator~~Dean/Director/Regional Director~~ or Vice President in certain educational and curriculum matters.

Summer, Weekend and Evening Hours

- f. If summer, weekend, and/or work on more than two (2) evenings per week was required in order to meet the triggers in 5.5.1, the faculty employee’s educational administrator~~Dean/Director/Regional Director~~ may assign workload in the same manner to the regularized faculty employee.
- g. If the College requires summer, weekend, and/or work on more than two (2) evenings per week to meet the annualized percentage for a faculty employee who did not have this pattern of work to attain the trigger, such a workload may be agreed to by the faculty employee and the his or her educational administrator~~Dean/Director/Regional Director~~. In the case of summer employment for Type 1 full-time regularized faculty, written permission of the Faculty Association is also required.

5.5.13 Workload for Regular Part-time Faculty Employees

With regard to workload allocation, regular part-time employees shall be considered in a way similar to full-time faculty employees. If assigned an increased level of work, she or he may, in consultation with the his or her educational administrator~~Dean/Director/Regional Director~~ remain at their current level, or accept the increased level of work. If the level of work decreases, she or he may accept the reduced workload, request a leave of absence without pay, be laid off, or resign. The following provisions shall apply to workload allocation:

- 5.5.13 g. If an faculty employee requests 30 consecutive days of vacation, and if it cannot be scheduled, the work may be assigned to another faculty employee; or, by mutual agreement of the faculty employee and ~~the his or her educational administrator~~Dean/Director/Regional Director, the faculty employee may accept a pay-out of vacation time.
- h. If the workload assignment makes it impossible to schedule Professional Development or Preparation Time free of instructional responsibility, those days may be rescheduled on instructional days by mutual agreement of the faculty employee and ~~the his or her educational administrator~~Dean/Director/Regional Director.
- 5.6.1 Only a full-time or regular part-time faculty employee may be appointed as a coordinator. The appointment shall normally be one working year in length commencing August 1st. The specific duties and associated release time shall be mutually agreed upon by the faculty employee and ~~his/ or her educational administrator~~Dean/Director/Regional Director. The faculty employee shall receive a letter of appointment outlining all conditions and responsibilities of the position; additional duties not specified in the letter of appointment shall not be assigned. A copy of this letter will be given to the Faculty Association. Any subsequent agreements will also be copied to the Faculty Association. Failure of the faculty employee to notify the President, or his/her designate, within five (5) calendar days from the date of offer means the appointment offer has been rejected. Coordinators shall be paid an allowance as described in Schedule A.
- 5.6.5 ii. Advise ~~the his or her educational administrator~~ Dean/Director/ Regional Director and provide liaison among faculty and staff and between faculty and ~~the their educational administrator~~ Dean/Director/ Regional Director with respect to curriculum and services.

6.10 Selection and Hiring Procedure for Faculty

The College and the Faculty Association agree the following procedures shall be used to fill full-time faculty vacancies where such vacancies will not be filled by the exercising of seniority/recall rights, automatic return to faculty by the educational administrator ~~Dean/Director/Regional Director~~ and other terms of the Collective Agreement.

The College and the Faculty Association agree that while these procedures do not apply to part-time vacancies, the intention is to involve faculty in selection and hiring of part-time faculty as circumstances permit and as it is practical.

The College and the Faculty Association agree that from time to time special circumstances may make it necessary to modify the procedures. In such cases, the parties shall mutually agree to replacement procedures. Such circumstances may include regional campus circumstances or emergency situations.

- a. The Vice President Academic shall request the appropriate educational administrator ~~Dean/Director/Regional Director~~ to establish a Search Committee and to assume or delegate the chairing of the Committee. The Search Committee shall consist of the Coordinator of the program and up to two (2) faculty selected from the program area by the faculty of the program area.

7.1.4 Responsibility for the initiation of the evaluation process rests with the faculty employee's direct educational administrator ~~Dean/Director/Regional Director~~ or Vice President ~~as appropriate.~~ The Dean/Director/Regional Director or Vice President This supervisor who is responsible for ensuring that the evaluation procedures, as outlined in Article 7.2, are followed.

7.1.5 Regular faculty appointees may be formally evaluated annually. Sessional, Probationary and Part-time who are not regularized faculty employees may be evaluated each semester. Sessional faculty employees whose appointments are for a period of one

semester or less may be evaluated once during each appointment. A part-time faculty employee shall be evaluated at least once during his or her first appointment providing his/her regular scheduled hours total at least forty-five (45) hours, as stated on his or her hiring form. In addition, evaluations may be carried out at any time at the faculty employee's request. Only in cases of specific and serious complaints presented to the Vice President, evaluations, in addition to those previously specified, may be carried out at the faculty employee's direct educational administrator's ~~Dean/Director/Regional Director's~~ or Vice President's discretion. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.

7.2.3 The direct faculty employee's educational administrator ~~Director/Associate Director/Dean/Regional Director~~ or Vice President, as appropriate, shall advise the faculty employee in advance of the evaluation procedure to be used.

7.2.4 The faculty employee shall review all evaluation results with ~~the~~ his or her direct educational administrator ~~Director/Associate Director/Dean/Regional Director~~ or Vice President, as appropriate, at a mutually agreeable time. If a faculty employee so chooses, a third party of his or her choice may be present.

10.2.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. The faculty employee shall submit the times of his or her office hours to ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~ on request.

10.2.10 An overload is a workload in excess of the maxima designated in 10.2.2, 10.2.3, 10.2.4, or the overall student load referred to in 10.2.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.2.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in

the overall student load referred to in 10.2.13 but the overall student load must not exceed 175 students at any given time.

10.2.11 Full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their educational administrator~~Dean/Director/Regional Director~~ to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a coordinator's appointment.

10.2.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;
- b. no more than 25 students shall be allowed per technical writing section;
- c. no more than 20 students shall be allowed per university transfer lab or writing section. Maximum lab sizes for technical/career courses shall be determined by the appropriate educational administrator~~Dean/Director/Regional Director~~ in consultation with the faculty employees having due regard for available facilities and course objectives.

10.3.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. The faculty employee shall submit the times of his/or her office hours to ~~the appropriate~~ his or her educational administrator~~Dean/Director/Regional Director~~ on request.

- 10.3.10 An overload is a workload in excess of the maxima designated in 10.3.2, 10.3.3, 10.3.4, or the overall student load referred to in 10.3.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.3.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.3.13 but the overall student load must not exceed 175 students at any given time.
- 10.3.11 Type 1(b) full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their educational administrator ~~Dean/Director/Regional Director~~ to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.
- 10.4.10 An overload is a workload in excess of the maxima designated in 10.4.2, 10.4.3, 10.4.4, or the overall student load referred to in 10.4.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.4.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.4.13 but the overall student load must not exceed 175 students at any given time.
- 10.5.7 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time employee shall have pro-rated office hours. The faculty employee shall submit the times of his ~~for~~ or her office hours to

~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~ on request.

10.5.9 An overload is a workload in excess of the maxima designated in 10.5.2, 10.5.3, or the overall student load referred to in 10.5.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.5.12 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.5.13 but the overall student load must not exceed one-hundred-seventy-five (175) students at any given time.

10.5.10 Full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by ~~the their~~ educational administrator ~~Dean/Director/Regional Director~~ to carry out other duties subject to 4.2, 4.7, 5.6 and 10.10, or may, by mutual agreement of the faculty employee and ~~the his or her educational administrator~~ Dean/Director/Regional Director, be assigned Scholarly Activity pursuant to 10.5.22. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments, including Scholarly Activity, shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed forty percent (40%) consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a coordinator's appointment.

10.6.6 An overload is a workload in excess of the maximum designated in 10.6.2. Overloads shall be undertaken only in exceptional circumstances and are not a long term solution. An overload shall be permitted only upon written agreement between the full-time faculty employee and ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~.

- 10.6.7 a. ix. The number of students enrolled shall be set by mutual agreement of the faculty employee(s), and the ~~Director/Dean/Regional Director~~educational administrator, 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 his or her educational administrator Dean/Director/Regional Director~~.
- 10.6.13 The number of different courses assigned to a faculty employee who is instructing in a College and Career Preparation continuous intake program shall be set by mutual agreement of the faculty employee(s) and the educational administrator~~Dean/Director/Regional Director~~, having due regard for the available facilities, and the teaching methodology being used. Mutual agreement shall not be unreasonably denied by the faculty employee(s) or the educational administrator~~Dean/Director/Regional Director~~. In the case of probationary appointees, or non-regular faculty employees who are not on the Non-Regular Seniority List, the written permission of the Faculty Association is also required.
- 10.8.4 The normal workload for full-time faculty employees in Athletics/Recreation shall be determined by mutual agreement between the faculty employee and ~~the appropriate~~his or her educational administrator~~Dean/Director/Regional Director~~.
- 10.8.8 An overload is a workload in excess of the maxima designated in 10.8.2 and 10.8.3. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and ~~the appropriate~~his or her educational administrator~~Dean/Director/Regional Director~~.
- 10.8.9 The normal workload for full-time faculty working exclusively in program and curriculum development, with no student contact hours, shall be determined by mutual agreement between the faculty employee and ~~the appropriate~~his or her educational administrator~~Dean/Director/Regional Director~~. In the case of probationary and sessional appointees, the agreement of the Faculty Association is also required.

- 10.10.1 If a full-time faculty employee is assigned the development of a new course/program or the preparation of major curriculum revisions of a course/program in advance of implementation, the amount of workload release shall be determined by mutual agreement of the faculty employee and his/ or her educational administrator ~~Dean/Director/Regional Director~~.
- 10.10.2 If a full-time faculty employee is required to deliver a course/program concurrent with its undergoing major revisions or a course/program which is not developed, each hour of student-contact time (including lecture, seminar, laboratory, tutorial, and practicum hours, but excluding office hours and clinical hours) shall be considered the equivalent of no less than two (2) student-contact hours for the purposes of calculating workload under Articles 10.2.2, 10.3.2, 10.4.2, 10.5.2, 10.6.2, or 10.7.2. Each student enrolled in such a course/program shall be considered the equivalent of one and one-half (1 1/2) students for the purpose of calculating overall student load under Articles 10.2.13, 10.3.13, 10.4.13, and 10.5.3. This calculation of workload shall apply to the initial section of the course only. Credit for clinical hours shall be determined by mutual agreement of the faculty employee and his/ or her educational administrator ~~Dean/Director/Regional Director~~.
- 10.18.3 Since professional development needs vary greatly between individuals and disciplines, faculty shall be expected to identify and act upon their own professional development needs. A faculty employee may be required by his/ or her educational administrator ~~Dean/Director/Regional Director~~ to submit a written proposal for approval regarding his/ or her professional development activities by a date determined by ~~the appropriate his or her Dean/Director/Regional Director~~ educational administrator. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of the employee if acceptable to ~~the his or her educational administrator Dean/Director/Regional Director~~ or Vice President concerned. No reasonable request shall be refused. If the faculty employee has not submitted and had approved a schedule for his/ or her professional development activities within one (1) month of the date determined for submission, the College reserves the right to schedule the times for outstanding professional development entitlement. Professional development beyond that specified in this Agreement or in the initial letter of appointment shall not be a condition of employment.

- 10.18.4 The times chosen for professional development shall be submitted, in writing, by the faculty employee for approval by ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~. Such approval shall not be unreasonably withheld.
- 11.2.2 If an annual increment is to be withheld, the faculty employee's educational administrator ~~Dean/Director/Regional Director~~ must state the reasons in writing to the faculty employee after conclusion of the annual evaluation.
- 12.3.5 No full-time or regular faculty employee shall have a teaching assignment between Boxing Day and New Year's Day. However, all full-time and regular faculty employees without duly approved vacation or professional development time are on duty and on call. For the purpose of this clause, on duty and on call shall mean that the faculty employee is performing College business within the College region, unless other arrangements have received the prior approval from ~~the appropriate~~ his or her educational administrator ~~Dean/Director/Regional Director~~.
- 12.5.3 The President and the appropriate Vice President or educational administrator ~~Dean/Director/Regional Director~~ shall recommend suitable candidates for exchange leave to the Board.
- 12.19.2 The applicant must notify the President, in writing, by March 31st, with a copy to his ~~/or~~ her educational administrator ~~Dean/Director/Regional Director~~, that he ~~/or~~ she wishes a partial leave of absence in the subsequent academic year. If granted, the period of leave shall coincide with one or more instructional periods. The College shall notify the faculty employee, in writing, by April 30th, as to whether the leave is approved or not. This time limit may be extended with the mutual agreement of the faculty employee and the College.

15.6.5 Pursuant to Regulation 8.24 of the Industrial Health and Safety Regulations, a faculty employee may refuse to perform assigned work when the employee has reasonable cause to believe that to do the assigned work may be a danger to the health and safety of him/her self or anyone at or near the workplace. In this event, the faculty employee shall forthwith report the situation to his or her educational administrator~~Dean/Director/Regional Director~~ or the Safety Coordinator. The situation shall then be investigated and, if possible, resolved through the following sequence:

- a. by ~~the appropriate~~ his or her educational administrator~~Dean/Director/Regional Director~~ and the faculty employee concerned and/or his/ or her Faculty Association representative;
- b. by a faculty representative of the Occupational Health and Safety Committee and the Safety Coordinator;
- c. by an officer of the Worksafe BC or relevant inspector.

The Faculty Association shall be informed by the educational administrator~~Dean/Director/Regional Director~~ of all complaints at step a. of the above sequence.

16.1 Appointment of Administrators

16.1.1 The Faculty Association shall be notified a minimum of fifteen (15) calendar days in advance of any College decision to fill ~~instructional~~educational administrative positions. The Faculty Association shall be notified in advance of any College decision to assign new supervisory responsibilities to existing instructional administrative positions.

The College agrees no new ~~instructional~~educational administrative positions shall be proposed or created without consultation with the Faculty Association. For the purposes of this article, consultation shall mean no less than thirty (30) calendar days

notification of the proposed position including a rationale for the creation of such a position, an opportunity to discuss the qualifications, duties, responsibilities and other relevant matters for the position and an opportunity to formally respond to the proposal.

16.1.2 The College and the Faculty Association agree that continuing ~~instructional-educational~~ administrative vacancies and continuing senior administrative vacancies, shall be filled according to the following procedure:

16.1.3 For the purposes of this article, Regional ~~Directors~~ Principal's and administrative positions in the student services area to which faculty report shall be considered ~~instructional-educational~~ administrative positions.

16.1.4 When filling the position of President, the procedures as set out in Article 16.1.2. a, b, c, d and f shall apply except that:

- a. the Search Committee Chair shall be the Chair of the College Board or another member of the Board as designated by the Chair of the College Board.
- b. With regard to Article 16.1.2.c.i the Search Committee will make recommendations to the Chair regarding the short listing of candidates.

16.1.5 When filling acting ~~instructional-educational~~ administrative vacancies and acting senior administrative vacancies:

LETTER OF AGREEMENT

BETWEEN:

THE COLLEGE OF NEW CALEDONIA

AND:

THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

RE: ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS

2. Curriculum Development:

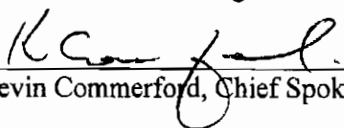
- a. A full-time or regular faculty employee developing an online course shall be provided with a minimum of one (1) section of release for every course he or she develops. The workload release will be determined by mutual agreement of the faculty employee and his or her educational administrator~~Dean/Director/Regional Director~~. The extent to which the College provides technical assistance to the faculty employee in placing the course materials online may be a factor in determining the workload release. This workload agreement shall occur in advance of implementation.
- b. If a full-time or regular faculty employee is required to prepare major curriculum revisions or successfully makes a case that major curriculum revisions are necessary, the workload release shall be determined by mutual agreement of the faculty employee and his/ or her educational administrator~~Dean/Director/Regional Director~~ as outlined in Article 10.10.1 of the Local Agreement. This workload agreement shall occur in advance of implementation.
- c. Non-regular part-time faculty employees developing or revising course materials are considered Type 4. The hours required for the course development shall be reached by mutual agreement of the faculty employee and his/ or her educational administrator~~Dean/Director/Regional Director~~. This workload agreement shall occur in advance of implementation. The written agreement of the Faculty Association is also required. It is recognized that the nature of on-line development opportunities requires that the parties reach agreement in a timely manner.


3. Course Instruction:

- a. For faculty employees, the course delivery hours will equal the length of the course.
- b. Since the online environment may be a new experience, faculty employees using this medium for the first time will be given additional time to assist with delivery. This additional time will be determined by mutual agreement between the faculty employee and his or her educational administrator~~Dean/Director/Regional Director~~. This workload agreement shall occur in advance of the implementation. The Faculty Association shall be informed of this workload agreement in accordance with Article 10.19.2 of the Local Agreement.

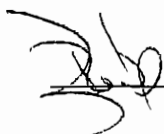
4. **Class Size:** The number of students to be enrolled shall be set by mutual agreement of the faculty employee and ~~the his or her educational administrator~~ Dean/Director/Regional Director having due regard for the method of delivery, the kind of course offered and the demands of an online environment. Mutual agreement shall not be unreasonably denied by the faculty employee or ~~the his~~ or her educational administrator ~~Dean/Director/Regional Director~~.

On behalf of the College of New Caledonia

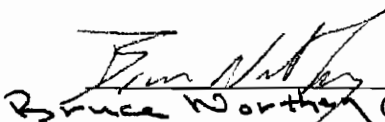

Kevin Commerford, Chief Spokesperson


Sandra Rossi,
Negotiating Committee Chairperson

On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mastromatteo,
Negotiating Committee Chairperson


Bruce Worthen, ~~Carole Whitmer,~~
Negotiating Committee Member

August 31/2015
Date

Sept 1, 2015
Date

2014/19 Negotiations – Agreed to Item “Greensheet”
College of New Caledonia and the Faculty Association of CNC, FPSE Local 3

12.3 Statutory Holidays

...

12.3.6 [new] Work on Statutory Holidays

12.3.6.1 Due to the nature of contract training, faculty employees may be required to work on a statutory holiday. If a faculty employee is required to work on a statutory holiday, the following shall apply:

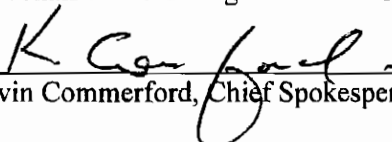
12.3.6.2 When a regular, sessional or part-time faculty employee or a faculty employee on the Non-Regular Seniority List is required to work on a statutory holiday, he/she must give prior written permission. ~~In the case of sessional or part time appointees not on the Non-Regular Seniority list, the permission of the Faculty Association is also required.~~

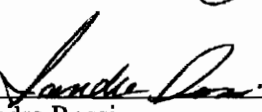
12.3.6.3 An employee who works on a statutory holiday must be paid one and one half (1 1/2) times the employees' regular wage for time worked for that day.

12.3.6.4 In addition, the College must give the employee a working day off with pay.

THE REMAINDER OF THE ARTICLE REMAINS UNCHANGED


On behalf of the College of New Caledonia

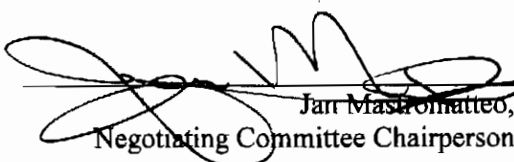

Kevin Commerford, Chief Spokesperson


Sandra Rossi,
Negotiating Committee Chairperson

September 1, 2015
Date

On behalf of the Union


Zoe Towle, Chief Spokesperson


Jan Mashonmatteo,
Negotiating Committee Chairperson


Bruce Norther

Carole Whitmer,
Negotiating Committee Member

Sept 1, 2016
Date

B 10E

2014 - FPSE TEMPLATE TABLE ("FTT")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the 2014 FTT

("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 2014
FTT

(FPSE locals referred to as "the Unions")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the 2014 FPSE Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Agreement together with the applicable local 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.

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

All of the terms of the 2012-2014 FPSE Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.5(c) 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 determined by the investigator to preserve confidentiality.
- (c) The complete 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 respondent alleged harasser. The employer will state, in a covering letter, that the

report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.

- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

- (e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

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

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.

- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.

- (i) The investigator's report will not be placed on an employee's file."

2. Article 3 - Employer / Union Relations

(a) Effective the date of ratification, the Employer and the Union agree to amend Article 3.2.3(d) as follows:

"3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
 - (i) ~~Jurisdictional Disputes Resolving process~~
 - (ii) ~~Suspension and Discharge Grievance Resolution~~
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs."

(b) Effective the date of ratification, the Employer and the Union agree to delete Article 3.2.6 as follows:

~~"3.2.6 Suspension and Discharge Grievance Resolution~~

~~Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.~~

~~Process, timelines and costs will be in accordance with Article 3.2.5."~~

(c) Effective the date of ratification, the Employer and the Union agree to delete Article 3.3 as follows:

~~"3.3 Jurisdictional Dispute Resolving Process~~

~~1.1.2 Preamble~~

~~The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.~~

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

1.1.3 Process

- (a) When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- (b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute, a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.
- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
- (j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - (i) job elements;
 - (ii) past practice;
 - (iii) impact on industrial relations;
 - (iv) community of interest;

- ~~(v) employee preference, fairness and equity;~~
- ~~(vi) certification definition(s);~~
- ~~(vii) and such other factors as deemed appropriate by the Umpire.~~

~~(k) The Umpire will render a decision within twenty one (21) days after the conclusion of the hearing.~~

~~(l) The parties will accept the decision as final and binding on each of them."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(d) Effective the date of ratification, the Employer and the Union agree to amend Article 13.3 as follows:

"The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- ~~Article 3.3 - Jurisdiction Dispute Resolution Process~~
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Article 13 – Letter of Understanding – Expedited Arbitration"

3. Article 8 – Parental Leave

Effective the date of ratification, the Employer and the Union agree to delete Article 8.5.3 as follows:

~~"8.5.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits."~~

4. Article 9 – Health and Welfare Benefits

(a) Effective the date of ratification, the Employer and the Union agree to delete Article 9.1.3 as follows:

"9.1.3 Savings

~~All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(b) While not to be included in the Common Agreement, effective the first of January following the date of ratification, the Parties agree that Extended Health Benefits plans will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five (\$25).

(c) The Employers agree to amend the Extended Health Benefits plans as follows:

- (i) Effective January 1, 2017, vision care coverage shall be increased to \$500 every two (2) years.
- (ii) While not to be included in the Common Agreement, effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (iii) Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
- (iv) While not to be included in the Common Agreement, effective January 1, 2017, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

(d) While not to be included in the Common Agreement, effective the first of the month following the date of ratification, the Employers agree that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

The Unions agree that the STD benefits beyond age 65 component of all current grievances, with regard to the continuation of STD benefits beyond age 65 shall be withdrawn on a with prejudice basis; however, this is without prejudice to the positions of the Parties regarding the long term disability benefits and other components of current grievances. No new grievances on the STD issue will be advanced by any Union listed in Schedule "1" to this agreement.

[Handwritten initials]

5. Article 12 – Salaries

Effective the date of ratification, the Employers and the Union agree to amend Article 12 as follows:

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

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

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #7 – Appendix "A" of this Memorandum of Agreement.

(b) "12.2 Secondary Scale Adjustment

12.2.1 All steps on secondary scales will be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later); one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

12.2.2 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) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

6. Article 17 – Term

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

"This Agreement shall be in effect from April 1, 2012~~2014~~ to March 31, 2014~~2019~~, and shall continue in force until the renewal of this Agreement."

7. Appendix A

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	01-Apr-14 to 31-Mar-15	01-Apr-15 to 31-Mar-16	01-Apr-16 to 31-Mar-17	01-Apr-17 to 31-Mar-18	01-Apr-18 to 31-Mar-19	01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22	01-Apr-22 to 31-Mar-23
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,188	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³ Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

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

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

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

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

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

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

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

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

The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 – Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend;
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

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

8. Appendix B

Effective the date of ratification, the Employer and Union agree to amend Appendix B as follows:

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
Irene Holden
~~Deborah Lovett~~ Betty Baxter
Ana Mohammed
~~John Sanderson~~ Louise Pohl

9. Appendix D

Effective the date of ratification, the Employer and Union agree to amend Appendix D as follows:

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4 and 3.2.6:

~~Bob Blasina~~ Irene Holden
~~Joan Gordon~~ Gordon
Judi Korbin
Chris Sullivan
Colin Taylor

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

10. Letters of Understanding

(a) Effective the date of ratification, the Employer and the Union agree to delete the following Letters of Understanding:

- i. Letter of Understanding #1 – JADRC Operational Review
- ii. Letter of Understanding #2 – Employee Security and Regularization
- iii. Letter of Understanding #3 – Partial Sick Leave and Partial Disability Benefits
- iv. Letter of Understanding #4 – Respectful Working Environment
- v. Letter of Understanding #6 – 2001 Local Negotiations
- vi. Letter of Understanding #7 – Salary Stipend

(b) Effective the date of ratification, the Employer and the Union agree to renew Letter of Understanding #5 – Variant Applications of Common Agreement Provisions to the NVIT Parties.

- (c) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #8 as follows:

LETTER OF UNDERSTANDING 8

HARASSMENT INVESTIGATORS

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 December 31 June 30, 2013~~2015.

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

- (d) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #9 as follows:

LETTER OF UNDERSTANDING 9

EXPEDITED ARBITRATION

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 thirty (30) ~~ten (10)~~ calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

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

If none of the listed arbitrators is available to hear the grievance within thirty (30) ~~ten (10)~~ calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days. ~~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.

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*.

- (e) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

REVIEW OF COLLECTIVE AGREEMENTS

Re: Review of Collective Agreements

1. The Employers and the Union agree to establish a Joint Review Committee (the "Committee"). The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and
 - Report the committee's findings back to the parties' respective principals.
2. The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.
3. The findings of the Committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.
5. Both employers and unions will bear the cost of their respective representatives' attendance including travel.
6. The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.

- (f) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

WORKING COMMITTEE ON SECONDARY SCALES

The Employer and the Union agree to participate in a joint committee (the "Committee") with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
 - o what types of work and which employees may require salary adjustment;
 - o what the transition would entail; and
 - o what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

"Secondary Scales" is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. "Secondary Scales" are distinct from "other salary scales," which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e. not faculty.

Costs for leaves and expenses to be borne by each party.

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee will go to each party's respective principals (Institution Board and PSEA Board in the case of the Employer, and Presidents' Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018, and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

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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 discuss process issues that may be slowing down the payment of weekly indemnity benefits under the Faculty Common Disability Plan.

The JCBA will conclude its work on these matters no later than December 31, 2015. 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 Employer and the Union agree to the following housekeeping amendments:

- (a) Amend the Table of Contents by Capitalizing the entire heading of Article 16 to "COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND."
- (b) Number each of the definitions on the "Definitions" page;
- (c) "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in the ~~Protocol Agreement dated January 29, 2013~~ "Parties" or "Common Parties definition."
- (d) "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established ~~under~~ pursuant to Article 3.2 below, of this Agreement."
- (e) "Parties" or "Common Parties" means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - 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)
 - 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)
- (f) "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement ~~pursuant to the Protocol Agreement of January 29, 2013~~. The local unions and institutions are those listed in (e) above."

(g) Delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the 2014 Common Agreement.

(h) Delete 9.2.1(b)(vii) as follows:

~~"Effective April 1, 2007 vision care coverage shall be doubled to a maximum benefit of \$500 every two (2) years and a minimum benefit of \$300 every two (2) years."~~

(i) Re-number existing 9.3.2 to 9.3.2(a), and add a new Article 9.3.2(b) to read as follows:

"The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009."

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Template portion of their 2014-2019 collective agreement.

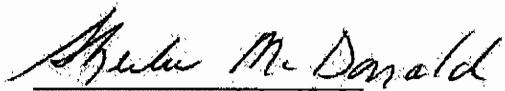
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

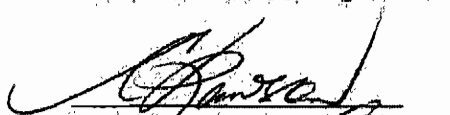
Signed by the Parties at Vancouver, British Columbia, on the February 5, 2015.

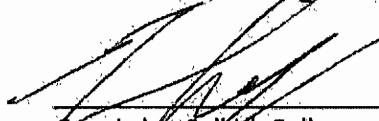
For the Employers:


Anita Bleick, Chair

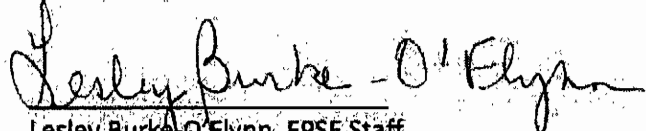

Sandra Rossi, College of New Caledonia


Sheila McDonald, College of the Rockies


Chris Rawson, Okanagan College

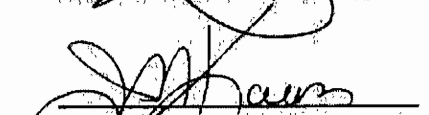

Gary Leier, Selkirk College

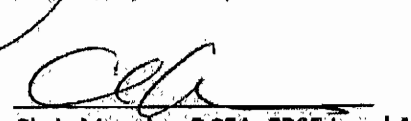
For the Unions:


Lesley Burke-O'Flynn, FPSE Staff


Judith Hunt, CCFA, FPSE Local 12


Jan Mastromatteo, FACNC, FPSE Local 3


Joan Kaun, CORFA, FPSE Local 6


Chris Maguire, DCEA, FPSE Local 4


Anne Cumming, NICFA, FPSE Local 16



Melanie Wilke

Melanie Wilke, AWU/CUPE 2409, FPSE Local 11

Melissa Munn

Melissa Munn, OCFA, FPSE Local 9

Victor Villa

Victor Villa, SCFA, FPSE Local 10

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SCHEDULE "1"

- 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
- 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

