

MEMORANDUM OF AGREEMENT

between

CAMOSUN COLLEGE (hereinafter called "the Employer")

and the

CAMOSUN COLLEGE FACULTY ASSOCIATION (hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CAMOSUN COLLEGE FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP:

THAT THEIR COLLECTIVE AGREEMENT COMMENCING <u>APRIL 01 2012</u> (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the local portion of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. Effective Dates

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

3. Appendix "A"

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

4. Appendix "B"

The Employer and the Union agree to the attached amendments to the new Collective Agreement which had been previously tentatively agreed to.

5. Appendix "C"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – "2012 FPSE Compensation Template Table" signed on February 2, 2013.

De yx

6. Ratification

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

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

Signed this 30th day of Many, 2013.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

1 A

Layenge

Days

1. Clause 1.02

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the third paragraph of Clause 1.02(c) to read as follows:

"Any individual whose percentage of full-time employment is consistently 50% or higher for two successive terms (i.e. semesters or quarters) shall have a single appointment which extends through both semesters or quarters. If an individual's percentage of full-time employment at the beginning of the second term differs from the percentage at the end of the first, the period between the terms will be paid according to the percentage of employment in place at the beginning of the second term. For the purpose of this clause, May-June and July-August shall each be considered semesters."

2. Clause 3.02

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 3.02 to read as follows:

"If a transfer or bumping process occurs, the adequacy of the transferee's qualifications shall be determined by a committee composed of:

- (a) One (1) faculty member from the department which the transferee proposes joining, and one (1) from the department from which he/she is being laid off. These faculty members will be selected by the respective departments. These members will be resource persons and will not vote.
- (b) One (1) faculty-member and one (1) administrator appointed by the Union and the Employer-respectively.
- (c) One (1) dean from a school not affected by the transfer (appointed by the Vice President Education).
- (d) Two (2) faculty-members from schools not affected by the transfer (appointed by the Union executive).
- (b) Three (3) faculty members appointed by the Union from schools not affected by the transfer.
- (c) Two (2) administrators appointed by the Employer from schools not affected by the transfer.

The criteria for determining the adequacy of the qualifications of the employee attempting to bump or transfer shall be based on the standards in place at the time that the employee was initially hired at

Dark.

APPENDIX "A"

Camosun College, subject to the employees in the targeted department having the essential skills or expertise needed to meet the departmental objectives and activities after the bump or transfer."

3. NEW Letter of Agreement - Initial Placement Procedure

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to append the following Letter of Agreement to the 2012-2014 collective agreement:

"LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: INITIAL PLACEMENT PROCEDURE

To attract specialized personnel, or to facilitate transfer of continuing faculty members from other B.C. colleges and institutes, the administration may, with the agreement of the Union, offer placement on the salary scale above the maximum initial placement but not above the step which would result from the calculations of an individual's work and educational background, or above the maximum initial placement, as per Clause 4.03.

The College shall notify the Union when the maximum initial placement has been waived and provide its reasons for doing so in writing.

This Letter of Agreement will expire on March 31, 2015."

The parties agree that this Letter of Agreement will supersede the last paragraph of clause 4.04 for the duration of the Letter of Agreement.

4. Clause 10.01

(a) <u>10.01(a)(iii)</u>

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clauses 10.01(a)(iii) to read as follows:

"(iii) New faculty members, excluding faculty members converting from term appointments, must be employed by the September preceding each development year in order to be eligible for scheduled

Dent

APPENDIX "A"

development time in that development year, per clause 10.01(g). New probationary or continuing faculty members must have been employed as term, probationary, or continuing faculty members by the September preceding each development year in order to be eligible for Scheduled Development in that development year."

(b) 10.01(c)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the paragraph immediately following the table in Clause 10.01(c) to read as follows:

"Faculty members who incur a reduction in scheduled development time will carry out their regular duties or other assigned duties per clause 7.01 during the remainder of their normal development period. Faculty members who incur a reduction in scheduled development time may be required to take their remaining scheduled development at less than 100% or, for part-time continuing faculty members, at less than the level of their continuing contract. The remaining scheduled development time will be taken in their normal development period unless the faculty member and dean or director agree to another time period."

The parties agree that the remainder of 10.01(c) remains unchanged.

(c) <u>10.01(d)</u>

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Clause 10.01(d) to read as follows:

"Faculty members applying for scheduled development time submit proposals using application forms and guidelines established by the Joint Committee on Scheduled Development. Prior to each development year, forms shall be submitted to the appropriate chair by January fifteenth (15th) February first (1st), and to the Dean or Director by February first (1st) fifteenth (15th). A formal response by the Dean or Director to all applications will be made by March first (1st) fifteenth (15th). Proposals which do not receive a response by March first (1st) fifteenth (15th) will be deemed to have been approved. If a faculty member does not submit a formal application by the deadline, he/she is deemed to have forfeited his/her scheduled development time for the coming development year."

(d) 10.01(g)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.01(g) to read as follows:

> "Scheduled development activities shall take place in one (1) uninterrupted block of time, free of regular duties, unless the faculty member and dean or director agrees to another pattern. The scheduling of the block of development time and arrangements for other patterns will be established by the agreement of the faculty member, the department Chair, and the Dean or Director."

5. **Clause 16.02**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 16.02(f) to read as follows:

- "(f) An employee may refuse to perform work he or she reasonably considers to be unsafe. The employee must report the unsafe condition to his or her Dean or Director. No employee shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties he or she reasonably considered to be unsafe."
- No employee shall be disciplined for refusal to work on a job which does not-meet-the standards established pursuant to the Workers' Compensation Act in the opinion of:
 - (i) a member of the Joint Occupational Safety and Health Committee;
 - (ii)—a person designated by the Joint Occupational Safety and Health Committee; or
 - (iii) an officer of WorkSafeBC, after an on-site inspection and following discussion with the representative of the Employer.

The employee shall return to the work situation when it is declared by the Joint Occupational Safety and Health Committee to meet the standards.

6. **Extended Health Benefits**

Effective as soon as practicably possible following the date of ratification. the Employer agrees to amend the Extended Health Benefit plan by increasing hearing aid coverage from six hundred dollars (\$600.00) per person every sixty (60) consecutive months to one thousand dollars (\$1,000.00) every sixty (60) consecutive months.



7. Clause 34

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 34 to read as follows:

"NO DISCRIMINATION OR HARASSMENT

- (a) The College and each member of the College community are responsible for creating and maintaining a working and learning environment free from discrimination and harassment.
- (b) The Employer shall not discriminate with respect to any employee, in hiring or in any matter related to College employment, on the basis of age, race, creed, colour, ancestry, place of origin, nationality, political or religious beliefs or affiliations, gender, sexual orientation, family status, marital status, disability, or summary or criminal conviction unrelated to employment responsibilities."

8. Letter of Agreement - New

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following Letter of Agreement to be included in the new Collective Agreement:

"LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

Re: Alternative Transportation Dividend

The parties agree to attempt to negotiate within six months of the ratification of the 2012-2014 Collective Agreement a letter of agreement for an Alternative Transportation Dividend. Prior to the implementation of that letter of agreement it will be subject to ratification by the parties' respective principals. The letter of agreement will be negotiated under the following parameters:

- The committee will be guided by the objectives of cost neutrality and environmental sustainability.
- The total value of the dividend will be determined by the value of the parking spots made available through

M Q

APPENDIX "A"

employees voluntarily declining the parking privileges in Article 19 within an agreed up period of time.

- The value of each parking spot will be determined by the committee in accordance with its guiding objectives.
- The dividend will be provided to all employees who do not have a parking pass and calculated by dividing the value of the dividend by the number of employees who do not have a parking pass.
- The total value of the dividend will be determined annually and adjusted according to the number of parking passes in use.
- The parties recognize a common interest in the Employer coming to this same agreement with the BCGEU, CUPE, and the CCFA."

The parties agree that the Letter of Agreement will be attached to the 2012-2014 Collective Agreement.

9. Housekeeping

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

i. Capitalization

Capitalize the following words/terms throughout the collective agreement: "Employer", "Union", "Collective Agreement" "Chair", "Employee", "College Administrator", "Faculty Member", "Dean", "President", "Director", and "Vice President".

ii. Clause 1.02(d) (3rd Paragraph)

If the disabled faculty member is unable to return to work within the period of time allowed <u>under clause 17.06 (d)</u> and (e), the indefinite term appointment will be converted to a regular probationary or continuing appointment.

iii. <u>Clause 1.03(b)</u>

(b) Probationary appointments shall be made for positions with fifty percent (50%) or more of an annual workload. The duration of the probationary period shall be two (2) academic years, irrespective of percentage of full-time equivalent employment, minus the length of accumulated <u>full-time equivalent</u> service in term positions which do not differ significantly from the position being offered.

iv. Clause 1.04(d) (first paragraph)

(d) Any faculty member on a term appointment, other than indefinite term, shall upon application to Human Resources be granted probationary or continuing employment, subject to the following conditions:

Clause 1.04(e)

(e) When a continuing position in a department becomes available, the position shall be offered to a suitable candidate from the following categories, in the following order. Suitable is defined here as meeting the minimum requirements for the position as determined in advance, by the department in consultation with the Dean.

Add a new item (iv) to read as follows and re-number existing item (v) as (vi):

Administrators with rights under Clause 1.09.

Clause 1.08(b) ٧.

"(i) College Administrators may teach at any time if the need exists, but shall not displace a continuing or probationary faculty member from employment and shall not teach more than one (1) section in any term or semester without the consent of the Union."

AND

(b) Other Exempt Employees

Other exempt employees may accept faculty assignments if they are deemed qualified by the usual faculty selection procedures. They will accept assignments on the same basis as other faculty and receiveing payment for duties above and beyond their management responsibilities, and paying prorated union dues to the Union. In no case will an exempt employee, by accepting a faculty position, displace a continuing or probationary faculty member.

vi. Clause 3.04(b)(ii)

(ii) Should positions be reinstated in the same individual's previous department, reappointment shall be based on seniority, subject to the individual qualifying for an available assignment.

vii. Clause 3.04(b)(iv)

When the qualifications are in question concerning an (iv) assignment in the individual's previous department are in question, the adequacy of the qualifications shall be determined according to a process established by the parties to this Collective Agreement.

viii. Clause 3.04(b)(v)

(v) When the qualifications are in question, concerning a position in another department are in question, the adequacy of the qualifications shall be determined by a committee with the membership stipulated in Clause 3.02

ix. Clause 4.02 (first line)

Please refer to Appendix A of the Common Agreement for the 20120-20142 salary scale.

The salary range for each of the categories described in Section 4.01 shall be as follows:

	Minimum	Maximum-	Maximum
÷	Initial Placement	Initial Placement	Salary
Category I	Step 11	Step 4	Step 2A
Category II	Step 10 (Ph.D. Step 9)		Step 4
	Step 1	•	•

Employees in Category 1 who qualify for advanced placement under Article 5.01 while at- or prior to reaching Step 3 of the new scale shall progress from Step 3 to Step 2 and then Step 1 on their increment date.

Employees in Category 1 who qualify for advanced placement under Article 5.01 while at Step 2A of the new scale shall progress from Step 2A to Step 2 and then to Step 1 on their increment date.

Clause 4.03(Title and Item (c)) Χ.

Recognition of Work Experience and Additional **Education** for Initial Placement

(c) Completion of an additional degree at the Bachelor's, Master's, or Doctoral level at a recognized university or college, relevant to the College role of the faculty member, beyond the minimum requirements in clause 4.01 and 4.02, at the

Bachelor's, Master's, or Doctoral level at a recognized university or college.

χi. Clause 4.04 (Last Paragraph)

To attract specialized personnel, or to facilitate transfer of continuing faculty members from other B.C. colleges, universities and institutes, the administration may, with the agreement of the Union, offer placement on the salary scale above the step which would result from the calculations of an individual's work and educational background, or above the maximum initial placement.

Clause 8.01(a) (4th paragraph) χij.

Vacation credit will be based on anniversary of employment. Vacation adjustments occur on September 1st of each year. Eligible employees who work less than the full September to August period shall have their vacation entitlement prorated.

Clause 8.02 xiii.

In the event that an employee requires hospitalization or is seriously ill during his/her annual vacation period, the employee shall upon request and upon presentation of a physician's statement, apply the period of illness or hospitalization to sick leave rather than vacation, provided the sick bank is not used. The employee must inform the Dean of the claim within two (2) months of returning to work.

Clause 9 XIV.

9. PAID HOLIDAYS

The following have been designated as paid holidays:

New Year's Day Family Day Good Friday Easter Monday Victoria Day Canada Day British Columbia Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

M De

APPENDIX "A"

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which the employee is working shall also be a paid holiday.

xv. Clause 10.01(e)

Professional Development focuses on the faculty member's development of knowledge, skills, and awareness related to his/her educational practice, area(s) of professional expertise, and <u>current or potential</u> college role(s).

xvi. Clause 10.01(h)(Last sentence of first paragraph)

Such projects may include, but are not restricted to, university programs, and work or other experience, relevant to the faculty member's current or potential role at the College.

xvii. Clause 13.02

In the case of death bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

xviii. Clause 15 (Title Only)

In addition to the provisions below, please refer to Article 9.3 Disability benefits in the 201207-20140 Common Agreement.

xix. Clause 15.03

15.03 Family Illness

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her Dean, to use annual sick leave entitlements up to a maximum of three (3) days at any one time for this purpose.

The number of days drawn from an employee's sick leave account for family illness cannot cause the employee's own sick leave balance for personal use to fall below twelve (12) days.

Where an employee requires additional days for family illness, up to the maximum number of days allowed within this clause, such extra days may be obtained through application to the Sick Leave Bank.

M D

APPENDIX "A"

xx. Clause 17.06 (e) (Last Sentence)

In order to return to work after a period longer than two (2) years (plus the time before the next semester, etc.) the employee must have maintained or developed the skills and knowledge required for the program to be delivered his or her faculty role.

xxi. Clause 21.01 (2nd Paragraph)

The Union and the Employer agree to attempt to resolve disputes and complaints at the earliest possible stage through procedures which bring together the concerned faculty member(s) and the appropriate excluded <u>administrator(s)</u> administration for frank and open discussion. A faculty member registering a complaint is entitled to have a representative of the Union present for such discussions.

xxii. Clause 22.02

All employees covered by this Agreement shall as a condition of employment, hold and maintain membership in the Union except where exempted and as outlined according to the laws of British Columbia.

xxiii. Clause 23.01

No employee covered by this Agreement shall be required, or permitted, to make a written or oral agreement with the Employer, or its representatives, which may conflicts with this Agreement.

xxiv. Clause 28.02(a) (2nd to last paragraph)

At the discretion of the employee, other relevant components, including written submissions, from other sources internal or external to the College that attest to the employee's performance for the period under review may also be submitted.

xxv. Clause 28.03(a) (2nd to last paragraph)

At the discretion of the employee, other relevant components, including written submissions from other sources internal or external to the College that attest to the employee's performance for the period under review may also be submitted.

xxvi Clauses 28.02, 28.03, 28.04 (Same sentence in each)

M D

APPENDIX "A"

With the exception of students, all contributors to the Appraisal process must be identified to the employee being evaluated.

xxvii. Clause 30

The current College policy on selection of new faculty shall not be changed without the agreement of the Union.

All external advertising of vacant positions at the College will be posted on designated College bulletin boards in each College centre <u>and on the College's website</u> and will be forwarded to any employee laid off within the previous two (2) years.

xxviii. Clause 31 (Title)

31. COMMUNITY INVOLVEMENT AND ENTREPRENEURIAL ACTIVITY

xxix. Letter of Agreement 1 (Last Line)

The process of review, inclusive of the decision of the appropriate vice-president, will occur in response to applications for advanced placement under Clause 5.01(e).at the request of either party-on a quarterly basis.

The Employer and the Union agree that the housekeeping amendments listed above do not amend the interpretation of any of the amended provisions, or any other provisions of the Collective Agreement.

10. Existing Appendices and Letters of Agreement

Appendix A – Professional Development Committee – Renew

Appendix B – Chair's Stipend and Step 2A Salary – Renew with amendments consistent with the general wage adjustments in item 9 of the "2012 FPSE Compensation Template Table" agreement signed on February 2, 2013.

Appendix C – Summary of Benefit Coverage for Term Employees – Renew

Appendix D - Deferred Salary Leave Plan - Renew

Letter of Agreement 2 – Joint Committee on Scheduled Development – Renew

Letter of Agreement 3 – Faculty on Secondment to Administrative Positions - Renew

Letter of Agreement 4 - Co-op Supervision - Renew



Letter of Agreement 5 – Common Faculty Professional Development Fund – Renew

Letter of Agreement 6 – Alternative Transportation Committee - Delete

W D

APPENDIX "B"



Employer proposal Clause 3.03(b) Housekeeping Retraining March 21, 2013

An employee who was previously employed by the Province and transferred to College employ October 1, 1975, shall be entitled to up to ten (10) months full-salary while retraining. The nature of the retraining shall be the employee's choice. The retraining may commence anytime within a twelve (12) month period after the termination date. The salary will be the monthly salary at time of termination.

april 12/13

Pohert Donk

politica

K. Pitmen



Employer proposal Clause 6.06 Term of Office of Chairs March 21, 2013

The term of office shall be three (3) years with the position being declared vacant and posted for one (1) month, at least two (2) months prior to the end of the three (3) year term. The appointment of the incumbent will be automatically renewed if no applications for the position besides the incumbent's are received. An evaluation will be conducted at least once in each chair's term. An evaluation may be conducted at any time during the term of the appointment and may result in an early termination of the Chair's assignment. In addition, an evaluation will be conducted upon a request of other employees within the department. When a chair position is vacated during the term, the position shall be posted for two (2) weeks, and a replacement appointed as soon thereafter as is practical. In consultation with the department, the Dean may choose to appoint the replacement Chair for any period of time between the remainder of the three (3) year term and three (3) years.

This proposal is made without prejudice to the Employer's position that it presently can appoint replacement Chairs as per the above clarification.

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013.05.30

Employer proposal Clause 10.01(b) Housekeeping Combining Scheduled Development Activities and Professional Development March 21, 2013

Combining Scheduled Development Activities and Professional Development

- With the approval of the Dean or Director, faculty members shall be entitled to take their scheduled development time as part of an extended development project which includes a period of paid or unpaid professional development leave. The criteria for approval of such proposals shall be consistent with the criteria normally used in relation to applications for scheduled development time. Such proposals shall not be unreasonably denied. The provisions for the reduction of scheduled development time in clause 10.01(c) do not apply to approved scheduled development activities taken in combination with paid or unpaid professional development leaves.
- (ii) If such a leave is greater than one (1) year, a faculty member is eligible for scheduled development time in connection with that leave one time only.
- (iii) Time taken on brief professional development activities, approved and funded by the Professional Development Committee, and taken outside the scheduled development period, is not considered part of the faculty member's scheduled development time.
- (iv) Faculty members on scheduled development projects may apply for Professional Development Committee funds or other College funding for expenses incurred in their projects.

(v) Scheduled development time may be used in combination with regular assigned duties.

July win



Employer proposal Clause 15.04(e) Housekeeping Sick Leave Bank March 21, 2013

The Employee who is eligible for coverage as per 15.04 (e)(d) above is considered to be on an unpaid sick leave.

april 12/13 Oelle

Joh Kin

K. Pihan



Employer proposal
Clause 16.01 Housekeeping
いっというには、 Sick Leave Bank
March 21, 2013

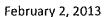
The Employer shall maintain WorkSafeBC coverage for all employees.

Where an employee is on a Claim recognized by WorkSafeBC, the employee shall be entitled to leave, at his/her regular rate of salary, up to a maximum of one hundred twenty-six (126) working days for any one (1) claim. Where an employee elects to claim leave with pay under this clause, the compensation payments received by the employee from WorkSafeBC, shall be remitted to the Employer. There shall be no deduction from an employee's sick leave as a result of this clause.

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013.05.30 Page 21 of 48

John de de l'it

NR OD





2012 - FPSE COMPENSATION TEMPLATE TABLE

between

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

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")

representing those of its local unions participating (and whose employers are participating) in the 2012 FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

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

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

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

1. Article 2 - Harassment

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

"2.1 Statement of Commitment

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

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

Page 1 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013

Page 23 of 48

A

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

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

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

New - Letter of Understanding - Harassment Investigators (b)

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

2. BC Provincial PharmaCare Formulary

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

New - Letter of Understanding - Expedited Arbitration 3.

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

4. Article 13 - Effect of This Agreement

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

"Letter of Understanding - Expedited Arbitration"

2012 FPSE Compensation Template Table Memorandum of Agreement





5. <u>Article 16 - Common Faculty Professional Development Fund</u>

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

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

6. Article 17 - Term

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

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

7. <u>Letter of Understanding 4 – Respectful Working Environment</u>

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

8. Nicola Valley Institute of Technology

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

9. Article 12 - Salaries

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

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

Page 3 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2019

Page/25 of 48



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

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

(b) "12.2 Secondary Scale Adjustment

- 12.2.1 Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- 12.2.2 Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- 12.2.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- 12.2.4 Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- 12.2.5 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1."

(c) "12.6 Faculty Administrative Stipends

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

2012 FPSE Compensation Template Table Memorandum of Agreement





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

10. Sectoral Non-regular Research Project

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

11. Northwest Community College

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

12. Housekeeping

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

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

Page 5 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

> ement - 2013.05.30 Page 27 of 48

1/1

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013/09



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



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

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

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

FOR THE PARTICIPATING EMPLOYERS:

FOR THE PARTICIPATING UNIONS:

Rob D'Angelo, PSEA, Chair

Anita Bleick, PSEA, CEO

FRSE Local 3, FACNO

FPSE Local 4, DCFA

FPSF Local 6, CORFA

FPSE Local 9, OCFA

FPSE Local 10, SCFA

FPSE Local 11, AWU

FPSE Local 12, CCFA

Page 6 of 26

2012 FPSE Compensation Template Table Memorandum of Agreement

MM

Karen Short

FPSE Local 15, VCCFA

FPSE Local 16. NICFA

FPSE Local 19, NVITEA



SCHEDULE 1

Parties

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



A D

SCHEDULE 2

LETTER OF UNDERSTANDING

Re: Harassment Investigators

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

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

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

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

Page 9 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement

D



SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

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

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viil. 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.

Page 10 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement









3. Expedited Arbitrators

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

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

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

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

7. Procedure

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

8. Mediation

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

Page 11 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2014.05. Page 33 of W



9. Issuance of Decision

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

10. Status of the Decision

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

11. Costs

- 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.

Page 12 of 26 am of Agreement

2012 FPSE Compensation Template Table Memorandum of Agreement





SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

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

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

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

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

2. Mandate

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

- (a) jointly develop and offer mandatory educational and training programs at each institution, designed to:
 - (i) the identification and reduction of enhance understanding of inappropriate <u>interpersonal</u> conflict and bullying, and the effects thereof in the workplace;
 - the effects of mental health issues in the workplace, and
 - (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
 - (iii) actively promote the development and maintenance of a respectful workplace environment.

Page 13 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013



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

3. Committee Timelines

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

3. Local-Joint Process

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

4, Expiry of this Letter

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

Page 14 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

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

Page 15 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2017 A Page 37 of 4

2014 M2



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

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

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

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

Page 16 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement



SCHEDULE 6

2010 - FACULTY COMMON TABLE

between

<u>POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")</u> representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE") participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU") representing those of its local unions participating (and whose employers are participating) in the Faculty Common Table

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

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

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

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

1. Protected Grounds – BC Human Rights Code

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

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

2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013, MA

(J)



2. Mediation

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

"2.3.3 Mediation

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

3. Terms of Reference for Investigators

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

"2.3.5 Terms of Reference of the Investigator

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

4. Labour Adjustment Strategies: Workplace Organization

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

Page 18 of 26

2012 FPSE Compensation Template Table Memorandum of Agreement



5. Donor Leave

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

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

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

6. Joint Committee on Benefits Administration

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

"Training for local Joint Rehabilitation Committees."

7. Joint Rehabilitation Committee (JRC)

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

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

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

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

8. Common Faculty Professional Development Fund

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

"1. Purpose

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

Page 19 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013.05791 Page 41 of 48 D



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

2. Process

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

3. Fund

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

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

9. Term

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

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

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

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

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

of 26

Page 20 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

D. M

2010 - Faculty Common Table

11. Joint Committee on Benefits Administration

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

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

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

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

12. Housekeeping

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

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

Page 21 of 26 dum of Agreement

2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013.47.47 Page 43 of 48

148



- (I) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 - 2010 Common Agreement:
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read ""Institution" means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.





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

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

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

For the Employers:	For the Unions:				
Rob D'Angelo, Co-Chair	Jeff McKeil, FPSE Staff				
Anita Bleick, Co-Chair	Nanci Lucas, Co-Chair, FPSE				
Chris Rawson, Okanagan College	Janet Seccia, BCGEU Staff				
Ian Brindle, Camosun College	Stu Seifert, Co-Chair, BCGEU				
Gary Leier, Selkirk College	lan McAlpine, BCGEU Local 709				
	Cam McRobb, BCGEU Local 707				
	John Turner, BCGEU Local 710				
	Steve Iverson, BCGEU Local 701				
	Anne-Marie Merkel, BCGEU Local 712				

Page 23 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement .

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013.05

N



Sheldon Clare, FACNC
Leslie Molnar, CORFA
Nolan Fretz, OCFA
Lui Marinelli, SCFA
Sheree Ronaasen, AWU
Darryl Ainsley, CCFA
Anne Cumming, NICFA
Matt Pasco NV/ITFA

(3)



APPENDIX A

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

Page 25 of 26 2012 FPSE Compensation Template Table Memorandum of Agreement

Camosun-CCFA 2012-2014 Memorandum of Agreement - 2013/05



Appendix "A"

APPENDIX A PROVINCIAL SALARY SCALE

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

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



