

MEMORANDUM OF AGREEMENT

between

DOUGLAS COLLEGE
(hereinafter called "the College")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
(hereinafter called "BCGEU")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 01 2010 AND EXPIRING JUNE 30 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2006-2010 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 College and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

4. **Appendix "B"**

The College and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010-14 Support Staff Compensation Template (CTT).


5. **Ratification**


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

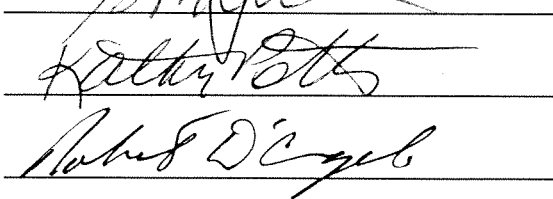
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 12th day of December, 2012.

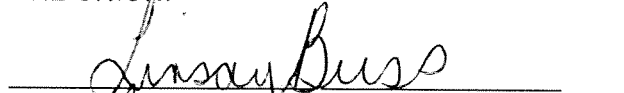
BARGAINING REPRESENTATIVES FOR
THE COLLEGE:







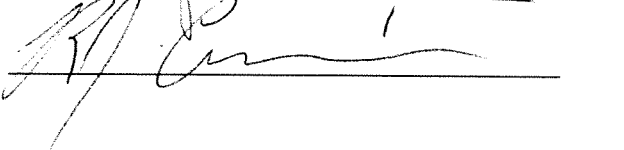


BARGAINING REPRESENTATIVES FOR
THE UNION:









APPENDIX "A"

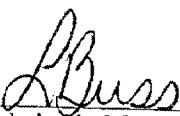
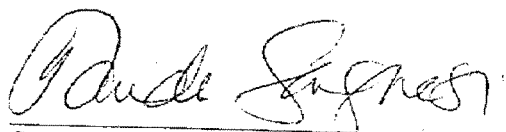
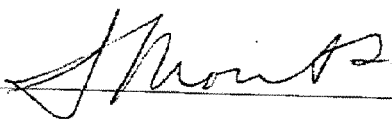
BCGEU and Douglas College (**/****)

AGREED TO LANGUAGE

Housekeeping

1. Change "personnel" to "employee" throughout the agreement.
2. Change "Employee Relations" to "Human Resources" throughout, except where it refers to Director, Employee Relations.
3. Change the "Employer" to the "College" throughout.

Agreed to


Signed on behalf of the Union
Signed on behalf of the Employer
Dated: 31 July 2012

**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTER PROPOSAL**

DATE: _____ PROPOSAL NO.: E12.6

TIME: _____

ARTICLE: 12.6

SUBJECT: Harassment

PROPOSAL:

12.6 Harassment

The ~~Union and Employer~~ **Parties** recognize the right of employees to work in an environment free from sexual harassment, personal harassment based upon discrimination, and inappropriate personal conduct. The College confers particular responsibilities upon its administrators, managers and supervisors to implement College policies and to work diligently within their **programs**, divisions or departments towards fulfilling the College's institutional commitment to provide a learning and working environment free of discrimination, harassment and other prohibited behaviours. This includes the responsibility to foster a safe and non-discriminatory environment, to inform those under their authority of their responsibilities to avoid prohibited behaviour, to monitor activities within their jurisdiction, and to deal expeditiously and effectively with reports of prohibited conduct.

All employees shall be subject to discipline should they engage in prohibited behaviours as defined in Clauses 12.7, 12.8 or 12.9.

Complaints filed under Clauses 12.7, Sexual Harassment, and 12.8, Personal Harassment, shall be investigated in accordance with procedures set out in Clause 12.10. Complaints filed under Clause 12.9, Inappropriate Personal Conduct, will be handled through Article 10 - Grievances. If a Clause 12.9 complaint proceeds to arbitration, it will be presented in accordance with Clause 11.8, with the exception that the Investigator will be experienced in harassment law and may by mutual agreement be different than the persons named in Clause 11.8.

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

L Buss J Minnits

Paula Supnes

** Words underlined with intermittent dashes were part of the tentative agreed green from 2010.

DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTER PROPOSAL

DATE: _____ PROPOSAL NO.: E12.7

TIME: _____

ARTICLE: 12.7

SUBJECT: Sexual Harassment

PROPOSAL:

12.7 Sexual Harassment

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment, or lead to adverse, job-related consequences for the complainant. ~~Both males and females~~ **Employees** can be sexually harassed by members **persons** of either sex ~~the same or a different gender~~. To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

Examples of sexual harassment include, but are not limited to:

- (a) sexual advances with actual or implied work-related consequences;
- (b) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- (c) verbal abuse, intimidation, or threats of a sexual nature;
- (d) leering, staring or making sexual gestures;
- (e) display of pornographic or other sexual materials;
- (f) offensive pictures, graffiti, cartoons or sayings;
- (g) unwanted physical contact such as touching, patting, pinching or hugging;
- (h) physical assault of a sexual nature.

The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

The legitimate study of topics of a sexual nature within the College's curriculum is not considered sexual harassment.

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

Buss Montz

Paula S. S. S.

** Words underlined with intermittent dashes were part of the tentative agreed green from 2010.

**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTER PROPOSAL**

DATE: _____ PROPOSAL NO.: E12.8

TIME: _____

ARTICLE: 12.8

SUBJECT: Personal Harassment
Based Upon Discriminatory Grounds

PROPOSAL:

12.8 Personal Harassment Based Upon Discriminatory Grounds

- (a) Personal harassment based upon discriminatory grounds means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, which would be considered reasonably to create an intimidating, humiliating or hostile work or learning environment and serves no legitimate, work-related purpose. To constitute harassment, behaviour may be repeated or persistent, or may be a single serious incident.

Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

LBuss Amos Paul Sognes

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DOUGLAS COLLEGE/BCGEU BARGAINING 2012 EMPLOYER COUNTER PROPOSAL

DATE: _____ PROPOSAL NO.: E12.10

TIME: _____

ARTICLE: 12.10

SUBJECT: Harassment

PROPOSAL:

12.10 Complaint Procedure for Sexual Harassment or Personal Harassment based on Discriminatory Grounds

(a) Initial Consultation

An employee who believes that he/she has been harassed and who is considering the initiation of a complaint may begin by discussing the matter with a Harassment Advisor. There will be a list of mutually agreed-upon Advisors who will advise and assist employees of the College in connection with harassment complaints. The Advisor will review the allegations on a confidential basis and provide the Complainant with information relating to due process, standards of confidentiality, standards of proof, College procedures and policies and advise on effective methods to resolve the matter.

~~Carole Compton-Smith, Liz Wilson, **Shahnaz Darayan**, Eleanore Dunn and **Kathy Potter**~~ Victoria Acheson are the mutually agreed ~~upon~~ Advisors.

The Labour-Management Relations Committee will create and maintain a list of Harassment Advisors and the College will make the names of the Harassment Advisors available on the College website.

Following consultation with the Advisor, the Complainant may choose any of the following options:

- (1) to resolve the matter him/herself with the Respondent;
- (2) to request the Harassment Advisor to attempt an informal resolve between the Complainant and Respondent;
- (3) to request informal mediation between the Complainant and Respondent;

- (4) to proceed with a Formal Complaint in accordance with Clause 12.10(b);
- (5) to take no further action.

(b) *Formal Complaint*

- (1) The employee shall file a complaint to the ~~Associate Vice-President~~ **Director**, Employee Relations or a mutually agreed designate*, who will arrange to have the complaint investigated and assessed by a mutually acceptable investigator, based on the factual evidence arising from the complaint. The investigator will be chosen by the Director, Employee Relations and the Union Area Staff Representative. The investigator will adhere to the principles of due process in carrying out the investigation. The proof that the Respondent has committed the harassment complained of shall be clear and convincing evidence.
 - i. For sexual harassment, the complaint must be submitted in writing within six (6) months of the latest alleged occurrence.
 - ii. For personal harassment based upon discriminatory grounds, the complaint must be submitted in writing within thirty (30) calendar days of the latest alleged occurrence.
- (2) A Formal Complaint must specify the details of the allegation(s) including:
 - i. name, classification and work location of the respondent;
 - ii. a detailed description of the specific action(s), conduct, event(s) or circumstance(s) which constitute harassment;
 - iii. the specific remedy sought to satisfy the complaint;
 - iv. date(s) of incident(s);
 - v. name(s) of witness(es), if any;
 - vi. description of prior attempts to resolve the matter, if any.
- (3) Upon receipt of the written complaint, the ~~Associate Vice-President~~ **Director**, Employee Relations or designate shall notify the Union Area Office Staff Representative and the Bargaining Unit Chairperson in writing.
- (4) The ~~Associate Vice-President~~, **Director**, Employee Relations or designate will investigate and assess the complaint based on the

facts, employing the concept of due process. The investigation must be concluded within eight (8) working days one month of the ~~Associate Vice President,~~ Director, Employee Relations receiving the written complaint.

- (5) The ~~Associate Vice President~~ Director, Employee Relations or designate may request an extension for the investigation period from the Union Area Office Staff Representative or Bargaining Unit Chairperson. Extensions will not unreasonably be withheld; if granted, shall not, in any event, be longer than five (5) working days.
- (6) The ~~Associate Vice President,~~ Director, Employee Relations or designate will inform the Complainant that he/she has the option of having a Steward present as an observer at the meeting(s) at which the Complainant is present.
- (7) The ~~Associate Vice President~~ Director, Employee Relations or designate will inform the Respondent that he/she has the option of having a different Steward present as an observer at the meeting(s) at which the Respondent is present.
- (8) Pending determination of the complaint, the ~~Associate Vice President~~ Director, Employee Relations or designate who is investigating may take interim measures to separate the employees concerned if deemed necessary.
- (9) In cases where a finding of harassment may result in the transfer of an employee, normally, it shall be the Respondent who is transferred, except where the Complainant requests to be transferred.
- (10) The ~~Associate Vice President~~ Director, Employee Relations or designate may:
 - i. make findings of fact;
 - ii. decide if the facts constitute harassment;
 - iii. attempt to mediate a resolve;
 - iv. if harassment has occurred, recommend administrative action to the President;
 - v. dismiss the complaint.
- (11) The ~~Associate Vice President~~ Director, Employee Relations or designate, who has investigated and assessed the facts as they relate to the incident(s), shall complete a written report to the President within five (5) working days of completion of the investigation.

- (12) The Union Area Office Staff Representative, the Bargaining Unit Chairperson, the Complainant and the Respondent shall be apprised in writing of the recommendation(s) and/or action(s) to be taken.
- (13) Where the Complainant is not satisfied with the final disposition, the Complainant may grieve at any step of the Grievance Procedure up to and including Arbitration. The time limits and procedures as specified under Article 10 will apply.
- (14) Where the complaint is determined to be frivolous or vindictive in nature, the College will take appropriate action, which may include discipline.

~~*The mutually agreed upon designates are: Joy Holmwood, Kathy Potter, Bob Cowin and Vicki Shillington. Trish Angus.~~

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

L Buss Shannon Paul Egnosi

** Words underlined with intermittent dashes were part of the tentative agreed green from 2010.

**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER PROPOSAL**

DATE: _____

PROPOSAL NO.: E13.2

TIME: _____

ARTICLE: 13.2

SUBJECT: Seniority List

PROPOSAL:

13.2 Seniority List

The service seniority list shall be updated semi annually and will be sent to the President of the Union or designate and to the Bargaining Unit Chairperson no later than **the last day of April** August and **October** December of each calendar year.

AGREED ON 23 October, 2012

BCGEU

James Moush
L Buss

DOUGLAS COLLEGE

[Signature]

DOUGLAS COLLEGE/BCGEU BARGAINING 2012 EMPLOYER COUNTER PROPOSAL

PROPOSAL NO.: E14.2

DATE: July 31, 2012

TIME: _____

ARTICLE: 14.2

SUBJECT: Menu of Labour
Adjustment Strategies

PROPOSAL:

14.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the Employer at the appropriate time in the employee reduction process set out in the Collective Agreement:

- job-sharing;
- reduced hours of work through partial leaves;
- transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
- paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.;
- voluntary severance;
- Purchasing past pensionable service. If permissible the Employer will match a minimum of three (3) years' contributions to the appropriate pension plan (Employer Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement.
- early retirement incentives;
- agreed secondment;
- retraining;
- ~~trial retirement;~~
- continuation of Health and Welfare Benefits; and
- combinations and variations of the above or other alternatives.

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

L Buss Thomas Paula Fagnesi

ARTICLE 14 - LABOUR FORCE ADJUSTMENT, LAYOFF AND RECALL

14.5 Pre-Layoff Canvass

Where the Employer identifies a need to proceed with a layoff pursuant to Article 14.6, the Employer shall notify the Bargaining Unit Chairperson and the Staff Representative, in writing, prior to the issuing of any layoff notices. The notice shall include where the reduction is required, the number of positions to be affected, the department(s), the campus, the pay level classification and qualifications of the position(s), the reasons for layoff, and the cost reduction.

The bargaining unit Chairperson, the Staff Representative and the ~~Labour Relations Manager~~ Employee Relations, or designate, will meet to discuss a pre-layoff canvass. The discussion will include:

- (a) identifying where the reduction(s) is required and number of position(s) to be affected;
- (b) identify specific position(s) to be canvassed based on a review of the pay level, classification and qualifications of the position(s) targeted for reduction.

Once the position(s) to be canvassed are agreed upon by the Parties, the Employer shall conduct the pre layoff canvass by sending out written notice to identified employee(s) in (b) above.

Response from employee(s) to the voluntary layoff canvass must be submitted to the ~~Employee Relations~~ Human Resources Department within ten (10) working days of issuance of the written notice. Employee responses shall be in writing.

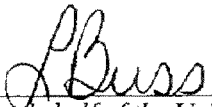
Where there is a reduction of one (1) position and two (2) employees choose severance, the employee with the most service seniority shall be granted voluntary layoff. An employee who takes this voluntary layoff is entitled to severance pay per Article 14.14 and other benefits per Article 14.13.


It is understood that employees electing severance under this provision shall not be entitled to bumping rights or recall.


The Employer will confirm the layoff with the employee in writing, this decision is final and binding on the employee and the Employer.

If no employee from among the identified employees opts for voluntary layoff, the Employer will commence with layoff notice per Article 14.6.

Agreed to


 Signed on behalf of the Union




 Signed on behalf of the Employer

Dated: 31 July 2012

**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTERPROPOSAL**

COUNTERPROPOSAL NO.: E18.1

DATE: _____

TIME: _____

ARTICLE: 18.1

SUBJECT: Paid Holidays

COUNTERPROPOSAL:**18.1 Paid Holidays**

(a) The Employer recognizes the following as paid holidays:

New Year's Day

Labour Day

Family Day

Thanksgiving Day

Good Friday

Remembrance Day

Easter Monday

Christmas Eve **Day**~~Queen's Birthday~~

Christmas Day

Victoria Day

Boxing Day

Canada Day

New Year's Eve **Day**

British Columbia Day

(b) Any other day proclaimed as a holiday by the Federal, Provincial and/or Municipal Government, in which an employee regularly works, provided that the Municipality declaring such a holiday gives its own employees a holiday as a result of such proclamations.

Employees who are on leave of absence without pay shall be entitled to the provisions of Article 18 when they have received at least ten (10) days' pay at straight-time rates during the previous thirty (30) calendar days **immediately preceding the paid holiday.**

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

L Buss Thomson And S. G. N. S.

BCGEU and Douglas College (**/****)

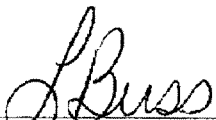
AGREED TO LANGUAGE

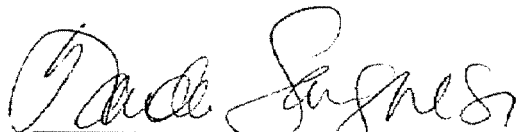
ARTICLE 20 -- HEALTH AND WELFARE

20.9 Appeals

An employee requiring clarification on their Health and Welfare Benefits or that chooses to appeal a claims decision should contact a ~~benefits specialist in the Employee Relations Department~~ Human Resources Manager, Systems and Administration, who will provide an outline of the appeal procedure.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer



Dated: 31 July 2012

ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES

23.1 Maternity Leave

- (a) A pregnant employee is entitled to up to ~~eighteen (18)~~ seventeen (17) consecutive weeks of unpaid pregnancy leave.
- (b) A pregnant employee will provide the College with a written request for leave at least four (4) weeks prior to the start of the leave and a medical certificate in support of the request for leave.
- (c) The maternity leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the employee produces a Doctor's certificate, which supports a request for a shorter period. The leave period may be extended up to six (6) weeks if a Doctor certifies that it is required.
- (d) A birth mother must request parental leave, as set out in Clause 23.2 and the Employment Standards Act, at least four (4) weeks before beginning parental leave. To take parental leave, the birth mother must begin that leave immediately after her maternity leave.
- (e) Where an employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (c) above such illness or injury shall be covered by application of the sick leave provision as follows:
- (1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave, or birth of the child(ren), whichever occurs first;
 - (2) where the illness is caused through an abnormal condition of pregnancy as verified in writing by a qualified medical practitioner and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Article 20.7(a) and 20.7(b).
- (f) On return from maternity leave, an employee shall be placed in her former position.
- (g) When an employee is on maternity leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the employee. The College will also continue to make payments to any such plans unless the employee chooses not to continue with her share of the cost of a plan. The employee is also entitled to all increases in wages and benefits which the employee would have received if not on leave.
- (h) An employee on maternity leave shall notify the College of the date when the employee shall be returning to work, four (4) weeks prior to the expiration of the maternity leave. If no notification is given, the employee shall be deemed to have abandoned the position.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: 31 July 2012

ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES

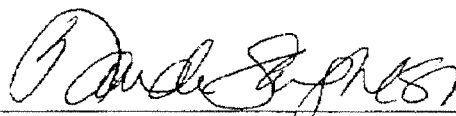
23.2 Parental and Adoption Leave

- (a) The purpose of these unpaid leaves is for the primary care and custody of the new born or newly adopted child(ren).
- (b) Eligible employees shall be granted parental leave without pay for a period of up to thirty-four ~~(34)~~ five (35) weeks following the birth or adoption of the child(ren). The birth mother must begin that leave immediately after her maternity leave. The other birth parent must begin the leave within fifty-two (52) weeks after the birth of the child(ren). Likewise, an adopting parent must take the leave within fifty-two (52) weeks after the child(ren) ~~is~~ are placed with the parent.
- (c) Where both parents are employees of the College, the employees shall determine the apportionment of parental leave between them, ~~the total of which will not exceed a combined total of thirty-four (34)~~ five (35) weeks. The leave shall only be granted to one (1) employee parent at a time.
- (d) When a birth mother requests unpaid parental leave in combination with unpaid maternity leave, the combined leaves will not exceed fifty-two (52) weeks.
- (e) The employee shall notify the College in writing, a minimum of four (4) weeks prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.
- (f) The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).
- (g) When an employee is on parental or adoption leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the employee. The College will also continue to make payments to any such plans unless the employee chooses not to continue with his or her share of the cost of a plan. The employee is also entitled to all increases in wages and benefits which the employee would have received if not on leave.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 31 July 2012

DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTER PROPOSAL

DATE: _____

COUNTERPROPOSAL NO.: E23.3

TIME: _____

ARTICLE: 23.3

SUBJECT: Supplemental
Employment Benefit for Maternity
and Parental Leave

COUNTERPROPOSAL:

23.3 Supplemental Employment Benefit for Maternity and Parental Leave

- (a) ~~Effective April 1, 2005,~~ When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (1) For up to ~~fifty-two (52)~~ seventeen (17) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.
 - (2) For up to a maximum of thirty-seven ~~five (37)~~ (35) weeks of parental leave, the birth mother, spouse, the biological father, the common-law partner or adoptive parent who is caring for their child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on his/her average base salary.
 - (3) The average base salary for the purpose of Clauses 23.3(a)(1) and 23.3(a)(2) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

- (b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
- (c) If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.
- (d) (1) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.
(2) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the benefits above on a pro rata basis.

AGREED ON _____, 2012

BCGEU

DOUGLAS COLLEGE

ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES

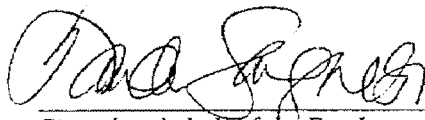
23.4 Employment Protection

- (a) The College may not terminate an employee on maternity, parental or adoption leave or change a condition of employment, without the employee's and Union's written consent.
- (b) As soon as the maternity, parental or adoption leave ends, the employee must be returned to his or her former position.

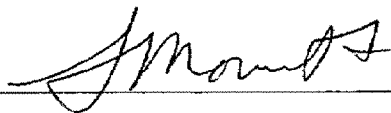
Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 31 July 2012

**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTER PROPOSAL**

PROPOSAL NO.: E23.5

DATE: July 31, 2012

TIME: _____

ARTICLE: 23.5

SUBJECT: Extension of Parental or
Adoption Leave

PROPOSAL:

23.5 Extension of Parental or Adoption Leave

~~Parental leave or adoption leave for regular employees when granted for less than thirty four (34) weeks may be extended for an additional period, so long as the combined time of the original leave and the extension does not exceed thirty four (34) weeks. Such an extension must be for health reasons for the newborn child(ren) and will be without pay.~~

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

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

AGREED ON 31 July, 2012

BCGEU

DOUGLAS COLLEGE

L Buss Stewart Paul Egner

** Words underlined with intermittent dashes were part of the tentative agreed green from 2010.

ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES


23.6 Return to Work

(a) Notwithstanding Articles 19.1 and 19.2 vacation entitlements and vacation pay for regular employees shall continue to accrue ~~while the birth mother is on maternity leave while the birth mother is on maternity leave~~ for the duration of the leave, or ~~during the first twenty-six (26) weeks' parental leave. or during the first twenty-six (26) weeks' parental leave.~~

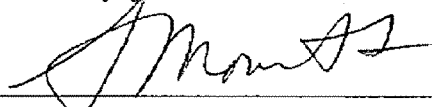
(b) In the case of maternity leave, vacation earned pursuant to 23.6(a) may be carried over to the following year, notwithstanding Article 19.12.

(c) Where the birth mother combines Clause 23.1 and 23.2 leaves, the maximum vacation entitlement will not exceed a total of twenty-six (26) weeks.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer


Dated: 31 July 2012

ARTICLE 28 - PROMOTIONS AND STAFF CHANGES

28.1 Job Postings

- (a) When a new position is created within the bargaining unit, the Employer shall post notice of the new position. The posting shall be placed on the Human Resources website Campus Personnel Notice Board for a minimum of one (1) week, and in College publications where appropriate and timely, so that all members will know about the new position. A copy of the job posting shall be forwarded to the Union, and to each steward in the bargaining unit. Should the new position be a temporary one, the posting shall clearly state that should any other regular employee be selected to fill the position it will be on a substitution pay basis.
- (b) When a vacancy occurs which the Employer intends to fill, it shall be posted as outlined in (a) above, except in the cases of temporary vacancies which shall be filled as follows:
- (1) Regular employees in the same department and/or work area shall be given the first consideration in filling the position in a substitution pay situation, without posting, pursuant to the criteria for substitution established under Article 19.6.
 - (2) If the temporary vacancy is not filled by a regular employee in the same department and/or work area it shall be posted, clearly stating that should any other regular employee be selected to fill the position, it will be on a substitution pay basis.
- (c) Temporary vacancies or new positions not exceeding thirty (30) calendar days may be filled by an on-call employee without posting, provided that the provisions of (b)(1) above have been fully exhausted. Extension of this thirty (30) day period must receive prior approval of the Union in writing.
- (d) It is understood that regular employees who have passed their initial probation (trial) period and who are successful in applying to full-time or part-time temporary positions that represent a promotion or lateral move will have their former position protected.
- (e) When a new job classification is created within the bargaining unit, the Employer shall consult with the Union regarding the placement of the job classification on the salary scale in Appendix A.
- (f) It is understood that the provisions of Article 14.9 and 14.11, Recall Rights and Procedures, shall take precedence over the terms of this Article.
- (g) In the case of a selection where there is no candidate with the minimum required knowledge, abilities and skills, the College has the sole discretion to offer the position to the most qualified candidate at a pay level two (2) steps below the pay level assigned to the position. A selection implemented under this clause will not result in a reduction in salary to the employee.

This offer will be contingent on the Union being advised of the name of the candidate, the selection in question, pay level, and the assigned period of time the candidate has to acquire the minimum skills for the position. The assigned period of time the candidate has been given to acquire the minimum skills will not be extended. This clause shall not apply to external candidates.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: 31 July 2012

cope 378
E&OE

July 31, 2012

**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTERPROPOSAL**

DATE: _____ COUNTERPROPOSAL NO.: ELOU#14

TIME: _____

ARTICLE: LOU#14

SUBJECT: Fiscal Dividend

PROPOSAL:

LETTER OF AGREEMENT #14

Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

~~Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of one hundred and fifty million dollars (\$150,000,000), surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.~~

~~1. — If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.~~

~~2. — The quantum of the Fund accessible for the Parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:~~

~~(i) — The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of one hundred and fifty million dollars (\$150,000,000).~~

~~(ii) — Only final surplus monies in excess of one hundred and fifty million dollars (\$150,000,000) will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed three hundred million dollars (\$300,000,000).~~

~~(iii) — The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., one hundred percent (100%) of the Fund will be available if one hundred percent (100%) of all~~

~~categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.~~

~~(iv) — Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.~~

~~1.3 — The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.~~

~~1.4 — The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:~~

- ~~• maternity or parental~~
- ~~• short-term disability~~
- ~~• long-term disability that commenced between April 1, 2009 to March 31, 2010~~

~~1.5 — The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.~~

AGREED ON _____, 2012

BCGEU

DOUGLAS COLLEGE

LETTER OF AGREEMENT #15

Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post Secondary Employers' Association (PSEA) Employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short term or long term disability leave.

The Joint Committee shall consist of four (4) members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table Employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other Union/Employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local Parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local Employer and Union, the recommendations shall be implemented only if they are adopted by both the local Employer and Union.

Employer savings resulting from the Parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: 31 July 2012

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.5 Right to Grieve Other Disciplinary Action


(a) Disciplinary action that is grievable by employees shall include written censures, letters of reprimand and adverse reports or performance evaluation. Employees shall be given a copy of any such document placed on their file which might be the basis of disciplinary action. Should employees dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel employment record. Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued, provided there has not been a similar further infraction.

(b) Disciplinary action resulting from findings of harassment or violence shall be removed from the employee's file after the expiration of 24 months from the date it was issued, provided that there has not been a similar infraction.

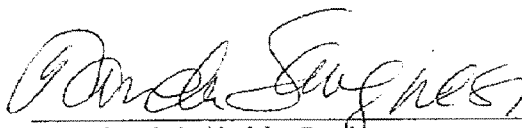
(c) Sick leave, unpaid leave, and leave on an approved WorkSafe BC claim will not count toward the 12 or 24 month periods.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer



Dated: 1 August 2012

ARTICLE 14 - LABOUR FORCE ADJUSTMENT, LAYOFF AND RECALL

14.1 Labour Force Adjustment


(a) It is agreed that the Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

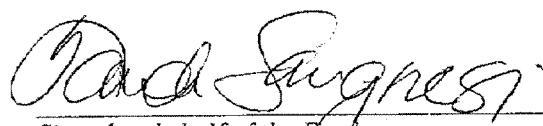
(b) Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the Employer.

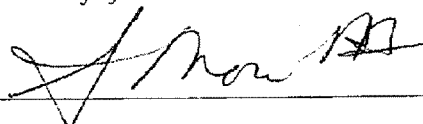
(c) It is incumbent upon the Employer to communicate effectively with employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

(d) If a work force reduction is necessary, the Joint Labour Management committee will canvas employees, starting with those directly affected, and then proceeding if necessary to in a targeted area or other areas over a fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer


Dated: 1 Aug 2012

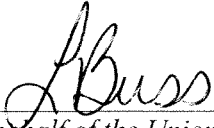
ARTICLE 20 - HEALTH AND WELFARE

20.1 Group Benefit Plan

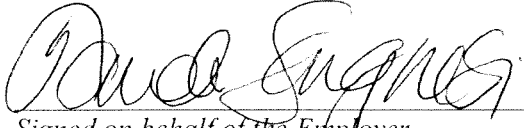
The Group Benefit Plan Booklet will provide you additional information on the benefit entitlement identified in this Article. ~~The Benefit Plans in Article 20.2, 20.3, 20.5, 20.6(b) and 20.7(b) will be paid in accordance with the schedule of benefits outlined and are subject to the limitations specified in the carrier's plan including eligibility requirements.~~ The Basic Medical Insurance, Extended Health Benefits, Group Life, Short Term Disability and Long Term Disability insurance, as well as the Dental Plan, will all be paid in accordance with the schedule of benefits listed in the carrier's plans, and subject to the limitation and eligibility requirements specified in the Plans.

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

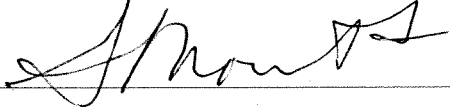
Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer



Dated: 27 August 2012

ARTICLE 20 - HEALTH AND WELFARE

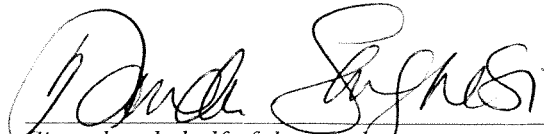
20.5 Group Life, Short Term Disability and Long Term Disability Insurance

- (a) All regular employees shall participate in a mutually agreed upon group life plan. The full cost of the premium shall be borne by the Employer.
- (b) All regular employees shall participate in a mutually agreed-upon Short Term Disability and Long Term Disability Plan. The full cost of the premiums shall be borne by the Employer.
- (c) The Employer agrees to continue the STIP and LTD provisions of Part VII of the College, University College, Institute and Agency Support and Technical Staff Accord, signed February 25, 2000.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 27 August 2012

ARTICLE 20 - HEALTH AND WELFARE

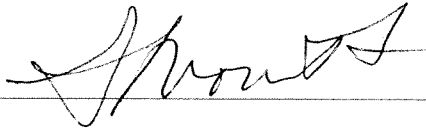
20.8

The Basic Medical Insurance, Extended Health Benefits, Group Life and Long Term Disability Insurance, as well as the Dental Plan will be paid in accordance with the schedule of benefits listed in the carrier's plans, and subject to the limitation and eligibility requirements specified in the Plans.

Agreed to



Signed on behalf of the Union



Dated: 27 August 2012



Signed on behalf of the Employer

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE:

PROPOSAL NO.: E1.4(a)

ARTICLE: 1.4(a)

SUBJECT: Gender and Singular
Terms

PROPOSAL:


1.4 Gender and Singular Terms

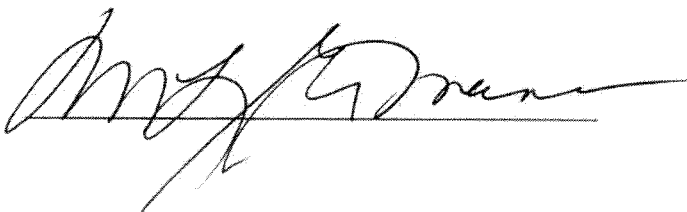
- (a) The words "employee" or "employees" are used throughout this Agreement for convenience only and the same shall be construed as meaning and including **any person employed by the College under this Agreement.** ~~employees of both the feminine and masculine genders.~~

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE





**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: E2.2

ARTICLE: 2.2

SUBJECT: Definition - Auxiliary
Employee

PROPOSAL:

2.2 Auxiliary Employee

Means an employee who is employed for:

- (a) special projects; or
- (b) temporary positions created by the Employer of eight (8) months' duration or less. These positions of seventeen and one-half (17½) hours or more per week may only be filled for consecutive terms totalling sixteen (16) months, or
- (c) replacement of employees on leave; or
- (d) part-time work of less than seventeen and one-half (17½) hours per week; or
- (e) positions as identified in Article 28.1(c).

Note: ~~Benefits for eligible auxiliary employees will be paid on a pro rata basis, proportionate to their time worked; and will be in accordance with the terms of the policies of the carriers.~~

It is understood and agreed that temporary positions created by the Employer shall be reviewed by the Employer after four (4) months in order to determine whether or not the position should be made permanent. The Employer shall report on the results of such reviews at the Labour/Management Relations Committee.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE

Elizabeth

M. J. Gorman

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: E2.7

ARTICLE: 2.7

SUBJECT: Definitions - Layoff

PROPOSAL:

2.7 Definition of Layoff

Layoff is a cessation of employment, or elimination of a job resulting from a decrease in the amount of work required to be done by the Employer, or reduction in hours that changes the employee's status, a reorganization, program termination, technological change, closure, shortage of operating funds as determined by the Employer, or other material change in organization.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE





DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.: E10.1

ARTICLE: 10.1

SUBJECT: Definition of Grievances

PROPOSAL:

10.1 Definition of Grievances

- (a) A grievance shall be defined as any dispute or controversy between the Employer and the Union or the Employer and one (1) or more of its employees covered by this Agreement in respect of any matter relating to working conditions specifically covered by this Agreement; any matter involving the interpretation or application of any provision of this Agreement; or any matter involving the alleged violation of any provision of this Agreement.

It is understood and agreed that any grievance arising during the term of this Agreement shall be settled in accordance with this procedure without any stoppage of or interruption of work, either partial or complete.

- (b) **The** Employer agrees to provide, to the President of the Union, with a copy to the Chairperson of the Bargaining Committee, a list of designated supervisors and those employees they supervise.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE

[Signature]

[Signature]

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.: E11.3

ARTICLE: 11.3

SUBJECT: Failure to Appoint

PROPOSAL:

11.3 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairman **Chair** within seven (7) days of their appointment, the appointment shall be made pursuant to Section 86 of the *Labour **Relations** Code*.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE

[Signature]

[Signature]

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER COUNTER PROPOSAL**

DATE: September 21, 2010

COUNTER PROPOSAL NO.: E15.6

ARTICLE: 15.6

SUBJECT: Reporting Stations and
Reporting to Work

PROPOSAL:

15.6 Reporting Stations and Reporting to Work

(a) Where employees are required to report to a central location in order to be assigned their work location, their shift, or workday shall commence from the time they are required to report for assignment.

(b) Every regular employee covered by this Agreement shall be assigned a regular designated reporting station, or stations. Where an employee is assigned to more than one (1) reporting station, he or she will be assigned to each reporting station on a regularly scheduled basis. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to employee's designated reporting station shall be considered as time worked.

(c) When employee's reporting stations are to be changed, they shall be given a minimum of thirty (30) calendar days' advance notice of such change.

(d) Where a position's regular designated reporting station is to be changed, the Employer will canvass employees in the targeted position to determine if there are any volunteers for the change in reporting station. Where more than one employee volunteers, reassignment will be determined on the basis of service seniority. Where no employee volunteers, the employer will assign to the

changed reporting station the most junior employee(s), provided that the junior employee has the knowledge, skills and abilities to perform the work required by the Employer.

(d) **(e)** In the event that the Employer requires the employee to change reporting stations before the expiry of the minimum thirty (30) calendar days of the notice period, then she or he will be eligible to receive the standard College per-kilometre allowance, where the employee uses his or her personal vehicle, as follows:

(e) **(f)** (1) once per day for each day within the unexpired notice period, on which the employees report to the new reporting stations, and

(2) only to compensate the employee for the number of additional kilometres necessarily travelled between their residence and the new reporting station.

AGREED ON Sept 21, 2010

BCGEU

DOUGLAS COLLEGE

Jeffery H.

Donna Mann

1:55 PM.

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER COUNTER PROPOSAL

DATE: September 21, 2010

COUNTER PROPOSAL NO.: E16.3

ARTICLE: 16.3

SUBJECT: Notice of Shift Schedules

PROPOSAL:

16.3 Notice of Shift Schedules

- (a) Schedules of shift work for regular employees and auxilliary employees working a scheduled shift shall be posted at least five (5) days in advance of the starting day of a new schedule. However, the Employer will make every effort to post shift schedules fourteen (14) days in advance and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability.
- (b) In the event that employees' schedules of shift work and/or hours of work are changed without the five (5) days' advance notice required, they will receive a premium of fifty cents (50¢) per hour for work performed on the first new scheduled shifts to which they changed in addition to their regular pay. Subsequent shifts worked on the new schedules shall be without this premium.
- (c) **In the event that an employee's schedules of shift work are changed without forty-eight (48) hours' advance notice, the employee may choose to decline the shift scheduled.**

AGREED ON Sept. 21, 2010

BCGEU

DOUGLAS COLLEGE




1:55 P.M.

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
COUNTER PROPOSAL**

DATE: June 30, 2010

PROPOSAL NO.: E17.5

ARTICLE: 17.5

SUBJECT: Overtime - Compensation

PROPOSAL:

17.5 Overtime Compensation

- (a) Overtime worked shall be compensated ~~for~~ at the following rates:
- (1) time and one-half ($1\frac{1}{2}x$) for the first two (2) hours of overtime on a regularly-scheduled work day;
 - (2) double time ($2x$) for time worked in excess of two (2) hours of overtime on a regularly-scheduled work day; and
 - (3) double time ($2x$) for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

- (b) Employees who work on a Paid Holiday which is not a scheduled work day shall receive their regular day's pay, and they shall receive additional compensation at the rate of double time ($2x$) for all hours worked. However, for Christmas Day and New Year's Day, they shall receive additional compensation at the rate of double time and one-half ($2\frac{1}{2}x$) for all hours worked.
- (c) Employees on travel status who are required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) Employees shall have the option of receiving ~~cash~~ **payment** for overtime compensation or the equivalent compensating time off in lieu of being paid, to a limit of fifty (50) hours. Such requests will be made to the Administrator in writing.

- (e) If employees elect to take compensating time off for overtime compensation, they shall be entitled within sixty (60) days to schedule such earned time off.


At year end, or at termination of employment, any overtime banked during that calendar year shall automatically be paid out either on the first pay of the new year or on the employee's final pay cheque, whichever applies. ~~in cash.~~

Overtime shall be calculated in thirty (30) minute increments

AGREED ON June 30, 2010

BCGEU

DOUGLAS COLLEGE





**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: E17.9

ARTICLE: 17.9

SUBJECT: Overtime for Part-Time
Employees

PROPOSAL:


17.9 Overtime for Part-Time Employees

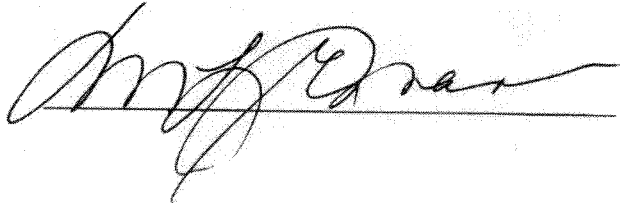
Part-time employees working less than seven (7) hours per day, and who are required to work in excess of their regularly scheduled hours, shall be paid at the rate of straight-time for the hours so worked up to and including seven (7) hours in the working day. Regular overtime rates ~~would~~ shall apply after seven (7) hours in the day and for all work performed on Statutory holidays and days off designated by the College. Any employee working more than thirty-five (35) hours in a week shall receive overtime after the thirty-five (35) hours.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE





DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.: E19.8

ARTICLE: 19.8

SUBJECT: Scheduled Vacations

PROPOSAL:

19.8 Scheduled Vacations

Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between the employee and the Employer.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE

Alfred

MJ Ennis

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: E19.11

ARTICLE: 19.11

SUBJECT: Callback on Vacation

PROPOSAL:

19.11 Callback on Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. Employees called back shall be compensated at the rate of double time (2x) for all time worked and shall be entitled to schedule vacation at a later date. Expenses incurred in callback, including transportation costs, etc. shall be reimbursed by the Employer.
- (b) Time necessary for travel in returning to the employee's place of duty and returning again to the place from which the employee was recalled shall not be counted against the employee's remaining vacation entitlement.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE



**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER COUNTER PROPOSAL**

DATE: September 21, 2010

COUNTER PROPOSAL NO.: E19.12

ARTICLE: 19.12

SUBJECT: Vacation Carryover

PROPOSAL:

19.12 Vacation Carryover

(a) An employee may carry over up to five (5) days' vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must **will normally** be taken not later than the third consecutive vacation year.

(b) Where the carried over vacation is taken before the end of the third consecutive vacation year, the vacation will be paid out at the hourly wage the employee is receiving at the time the vacation is taken.

(c) The restrictions in this clause do not apply in situations where the Employer does not permit scheduling of the vacation prior to the end of the year.

19.13 Vacation Carryover - Archival

(a) Where an employee wishes to continue to carry over vacation beyond the third consecutive year, the following process will apply:

(b) Once per year, between December 1 and December 31 annually, an employee who wishes to carry over vacation will advise the Employer in writing of the amount of vacation the employee wishes to continue to carry over;

(c) The archived vacation will be banked at the hourly wage applicable at the time it was transferred into the archive bank and may be scheduled at a later date, subject to operational requirements and the approval of the employee's supervisor.

(d) Where the carried over vacation is taken beyond the third consecutive year, the vacation will be paid out at the hourly wage the employee was receiving at the time the vacation was banked.

(e) Archived vacation under clause 19.13 will be deducted prior to regular carry over vacation under clause 19.12.

19.14

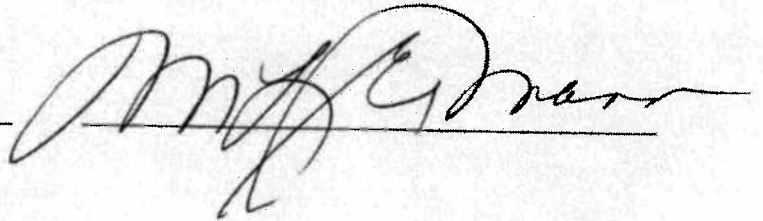
Employees shall not receive cash in lieu of vacation time, except upon termination.

AGREED ON Sept 21, 2010

BCGEU

DOUGLAS COLLEGE





6:18.

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: E20.3

ARTICLE: 20.3

SUBJECT: Extended Health Benefits

PROPOSAL:

20.3 Extended Health Benefits

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

- (a) Total lifetime coverage level will be unlimited.
- (b) Hearing aid benefit claims to a maximum of six hundred dollars (\$600) every five (5) years.
- (c) Vision care benefit claims will be to a maximum of two hundred and fifty dollars (\$250) every two (2) years.
- (d) Effective April 1, 2005, employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE

[Signature]

[Signature]

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: E20.11

ARTICLE: 20.11

SUBJECT: Sick Leave Form

PROPOSAL:

20.11 Sick Leave Form

An employee absent from work through illness or injury shall submit, within three (3) days of returning to work from the initial absence, ~~shall submit~~ a fully completed sick leave form. The Employer may also request a fully completed report from a qualified medical practitioner in one (1) or more of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for five (5) consecutive scheduled days of work;
- (3) where at least fifteen (15) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

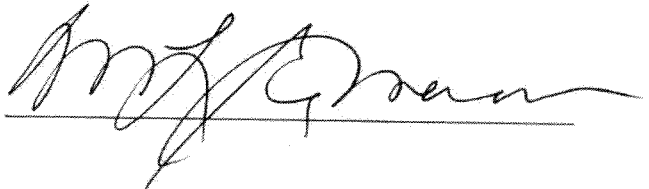
Where the Employer requests a report from a medical practitioner, the Employer will bear the costs incurred in obtaining same.

AGREED ON Jul 27, 2010

BCGEU

DOUGLAS COLLEGE





**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
UNION PROPOSAL**

PROPOSAL NO.: U21.4

DATE: _____

TIME: _____

ARTICLE: 21.4

SUBJECT: Administration of the
Fund

PROPOSAL:

1.1 Administration of the Fund

- (a) For the purpose of administering this fund, the year shall be divided into three (3) periods with one-third ($\frac{1}{3}$) of the total amount in the fund allocated for expenditure in each period.
- (b) Applications received by December 1, February 1, April 1, June 1, August 1 and October 1 will be reviewed and approved/rejected within thirty (30) days.
- (c) Applications received after the dates specified will receive consideration within thirty (30) days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.
- (d) Any funds unexpended to the end of a period will be carried forward for expenditure in subsequent periods. Funds may be carried from one (1) fiscal year to the next.
- (e) Approval for funding may be approved retroactively.
- (f) Preference shall be given to an application which clearly shows that the activity to be funded is part of the employee's plan for career development, over an application for funding for an activity unrelated to any plan.
- (g) The funds shall be used for credit and credit-free courses and activities.
- (h) No single employee shall be sponsored for education and training at a total cost to the fund in excess of ~~seven hundred dollars (\$700) in one (1) fiscal year~~ one thousand four hundred dollars (\$1,400) over a two year period for tuition fees, course materials and travel expenses. The cost of travel expenses shall not exceed the cost of tuition fees.
- (i) (1) Activities shall be funded up to one hundred percent (100%) of the cost of tuition, not to exceed the limit outlined in 21.4(h).

(2) Preference will be given to activities offered by an accredited recognized institution and/or a professional association which form part of a course of studies leading to a diploma, certificate, or degree.

(j) The fund shall be charged only for replacement salaries, tuition fees, and/or course materials.

(k) If the activity only occurs during the employee's normal working hours, it is understood that if the Sub-committee approves the application for the employee to attend the activity, the Employer shall grant the employee leave with pay/partial pay/without pay as decided by the Sub-committee.

Where such leave is granted, it shall only be for a period sufficient to cover attendance at the activity plus travel time. Any request for leave exceeding the time frame specified in this paragraph is beyond the jurisdiction of this Sub-committee and would have to be dealt with via Article 22.8.

The supervisor, on behalf of the Employer, has the sole discretion to determine if a replacement is necessary.

(l) (1) Monthly, the Sub-committee will provide the chairperson of the Bargaining Committee a copy of the budget summary.

(2) Annually, the Sub-committee will provide the chairperson of the Bargaining Committee a copy of the Sub-committee's financial records which show the specific allocations and expenditures.

(m) None of the above is to be interpreted as limiting the discretionary power of the Sub-committee in assessing special and unique cases and making recommendations to the Labour/Management Relations Committee.

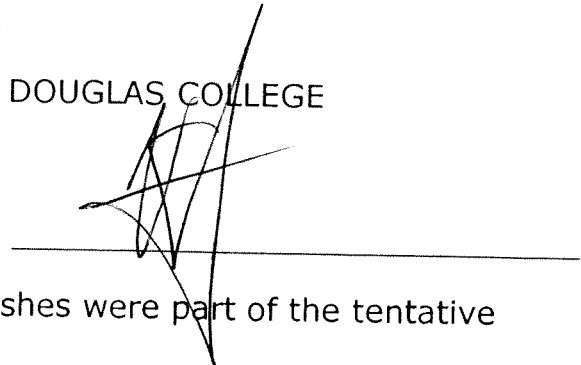
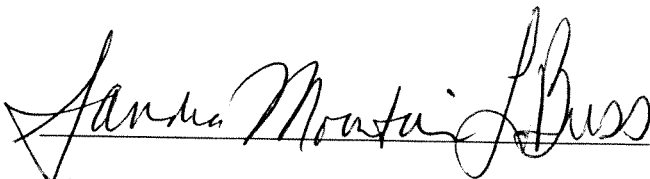
(n) In the event that an employee does not attend, fails or withdraws from an approved education and training activity, the College is authorized to commence payroll deductions until the total amount paid by the Education and Training Fund has been deducted (maximum recovery rate shall not exceed five percent (5%) of an employee's basic bi-weekly salary).

(o) If an employee terminates employment with the College prior to completion of a course, the College is authorized to deduct the total fee from the employee's final paycheck.

AGREED ON 23 October, 2012

BCGEU

DOUGLAS COLLEGE



** Words underlined with intermittent dashes were part of the tentative agreed green from 2010.

College Counter Proposal to Union Proposal

June 30, 2010

22.5 Family Illness

In the case of unanticipated illness or hospitalization of a spouse, dependent child or parent, when no one at the employee's home other than the employee can provide for the needs of the affected person, the employee may request leave with pay. Such requests shall be made in writing to his/her administrator. ~~This leave is for up to two (2) days with pay at any one (1) time.~~ In no circumstances will paid leave under this clause be granted for more than thirty-five (35) hours over a calendar year.

AGREED ON June 30, 2010

BCGEU



DOUGLAS COLLEGE



**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: September 20, 2010

PROPOSAL NO.: E28.4

ARTICLE: 28.4

SUBJECT: Role of Seniority in
Promotions and Transfers

PROPOSAL:

28.4 Role of Seniority in Promotions and Transfers

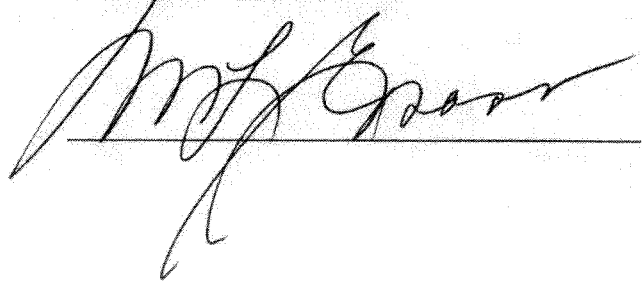
Both Parties recognize:

- (a) The ~~principal~~ **principle** of promotion within the service of the Employer.
- (b) Current language
- (c) Current language

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE



College Counter Proposal to Union Proposal

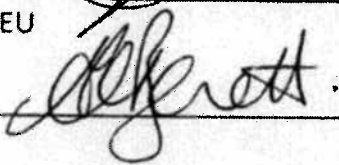
June 30, 2010

33.3 Loss of Seniority

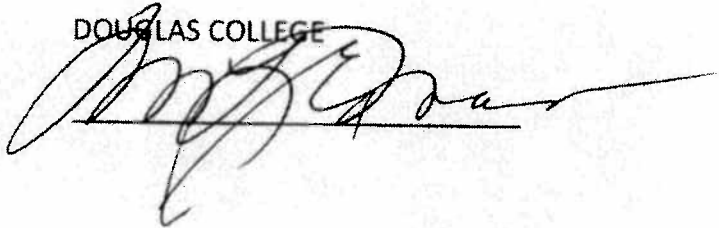
Auxiliary employees shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate or abandon their employment with the College;
- (c) they are on layoff for more than six (6) months;
- (d) they turn down ~~three (3)~~ five (5) consecutive jobs in which the duration and nature of the work is reasonably similar to that which they carried out prior to layoff.

AGREED ON June 30, 2010
BCGEU



DOUGLAS COLLEGE



APPENDIX B

Re: BCGEU POSITIONS AND RESPECTIVE PAY LEVELS

PAY LEVEL / JOB TITLE

1 This level is to be used exclusively for auxiliary on-call work of less than thirty (30) days' duration, which encompasses less than half of the principal duties of any job description in the bargaining unit.

2 It is agreed that Pay Level 2 is eliminated from Appendix B.

3 No Positions

4	Activities Attendant - <u>Centre for Campus Life</u> Bookstore Shipper/Receiver Assistant - Bookstore <u>Office Assistant II</u> Clerk Typist II - Special Projects	Media Maintenance Assistant Registrar's Telephone Receptionist Stagehand Utility Worker
5	Bookstore Cashier	Media Production Assistant
6	Clerical Assistant - Dispensing Optician Program Clerk Typist III - Special Projects <u>Office Assistant III</u> Clerk Typist/Receptionist Mail Clerk	Filing Clerk Mail Clerk Native Language Speaker (Student Development) Shipper/Receiver Switchboard Operator
7	Admissions Assistant Assessment Services Assistant Cashier Clerk Clerical Assistant (Generic) Training Group Clerk - Student Services Centre (New Westminster Campus) Clerk - Student Services Centre (David Lam Campus)	CRDO - Clerk CRDO - Research Clerk ESL Classroom Assistant <u>General Clerk Assistant I (Registrar's Office)</u> Information System Assistant Native Language Speaker (Modern Languages) Purchasing Clerk-Typist <u>Data Entry Clerk - Bookstore</u>
8	Accounts Payable Clerk Admissions Officer Building Service Worker CEIT Support Clerk Clerical Assistant - SE Program Clerk Typist III (Commerce & Business) Clerk Typist IV - Special Projects <u>Office Assistant IV</u> <u>Office Assistant - Sr. Admin</u> Community Music School Assistant Departmental Assistant I (Adult Special Education) Departmental Assistant I (Health Sciences) Departmental Assistant I (Instructional Division) Departmental Assistant I (Child, Family & Community Studies) <u>Departmental Assistant I (LLPA)</u>	<u>Departmental Assistant I (Centre for Campus Life)</u> <u>Departmental Assistant I (Humanities & Social Sciences)</u> Departmental Assistant I, Development Education Employee Relations Clerk/Receptionist Event Assistant - <u>Centre for Campus Life</u> Information Services Assistant PLAR Assistant Program Assistant I - Continuing Education Program Assistant I - Co-op Education <u>Program Assistant I - Health Sciences</u> Program Assistant I - Special Project (Generic) Records Assistant Registrar's General Clerk Site Services Assistant (David Lam Campus) Site Services Assistant (New Westminster Campus) <u>Departmental Assistant I - Regular</u> <u>Event Assistant - Registrar's Office</u>

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| <p>9 Accounts Receivable/Cashier
 Assistant - International Education
 AV-Attendant
 Bookstore Clerk
 Buyer
 <u>CAFD Office Coordinator</u>
 Circulation/ILL/Intercampus Assistant
 Circulation/Periodicals Check-in Assistant
 Circulation/Reserves/Serials/Orientation Asst
 Circulation/Systems Asst/ILL/Intercampus
 Clerk, Student Finance
 <u>Client Service Assistant</u>
 Clinical Placement Assistant <u>Officer</u>
 Collection Control Assistant
 Collections Control Assistant DL
 <u>Departmental Assistant II (Centre for Health &
 Community Partnerships)</u>
 Departmental Assistant II (Child, Family and
 Community Studies)
 Departmental Assistant II (Commerce &
 Business)</p> | <p>Departmental Assistant II (Health Sciences)
 Departmental Assistant II (Humanities & Social
 Sciences)
 Departmental Assistant II (Learning Resources)
 Departmental Assistant II (Office of the Registrar)
 Departmental Assistant II (Employee Relations)
 Departmental Assistant II (Psychiatric Nursing)
 Departmental Assistant II (Science & Technology)
 Desktop Publishing Specialist
 Employee Relations Clerk-Benefits
 General Ledger Accounting Clerk
 Instructional Services Library Technician
 Language & Literature Assistant
 Performing Arts Assistant
 Production Assistant
 <u>Purchasing Clerk</u>
 Records Officer – Course Scheduler
 Records Officer – Transfer Credit <u>Articulation</u>
 <u>Student Employment Services Assistant</u>
 Student Life Assistant - International Education
 <u>Foundation Assistant</u></p> |
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| <p>10 Assistant Lab technician—Nursing
 AV Inventory/Distribution Assistant
 AV-Library Assistant/Equipment Booking
 AV-Library Assistant/Software Booking
 Career Resource Centre Assistant
 Circulation/Inter-Library Loan Assistant
 Co-op Education Placement Officer
 Coursepack/Copyright Coordinator
 Distance Library Technician
 Duplicating Operator
 Information Technology Lab Technician—
 Opportunities Enabled Program
 Layout Technician & Direct Mail/
 Accounts Coordinator
 <u>Marketing Assistant</u>
 Media Production Technician I
 Graduation/CAPP Officer
 Overdues/Holds/Reserves/CILS Assistant
 <u>Library Technician – Public Services</u>
 <u>Program Assistant II CE</u></p> | <p><u>Program Assistant II SE-Program</u>
 Program Assistant II (Centre for Sport, Recreation &
 Wellness <u>Campus Life, Sport Institute</u>)
 <u>Program Assistant II (Commerce & Business)</u>
 Program Assistant II (Child, Family & Community
 Studies)
 Program Assistant II (Health Sciences)
 <u>Program Assistant II Special Projects</u>
 <u>Program Assistant II (TTG)</u>
 Publications & Documentation Specialist
 Senior Admissions Officer
 Senior Bookstore Clerk – <u>Buyer</u>
 <u>Sport Facility Assistant</u>
 Technical Services Assistant—Acquisitions
 Technical Services Assistant—Cataloguing
 Technical Services Assistant—Cataloguing/Acquisitions
 Technical Services Assistant—General
 Technical Services Assistant—Cataloguing/Processing
 Web Site/Graphics Specialist</p> |
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| <p>11 Alumni Association Officer
 Assessment Coordinator (David Lam) Services Advisor
 Assistant Editor – Event
 Bookstore Accounting Coordinator
 Centre Coordinator (Centre for Sport, Recreation & Wellness Campus Life)
 Communications & Marketing Coordinator
 Divisional Secretary/Education Council Secretary
 Employee Development Assistant
 Financial Aid Advisor
 Graphic Designer I
 Instructional Facilitator/Lab Technician CFCS
 –Child & Youth Care Counsellor/Early Childhood – Education Focus
 Instructional Facilitator/Lab Technician – Interpersonal Focus
 Instructional Facilitator/Lab Technician – Therapeutic – Recreation Focus
 Bookstore Logistics Coordinator
 Buyer</p> | <p><u>International Admissions/Recruitment Officer</u>
 <u>Library Technician – Technical Services</u>
 <u>Marketing Specialist</u>
 <u>Media Production Technician/Trainer I</u>
 <u>Media Support Technician</u>
 <u>Payroll Officer</u>
 <u>Printing Services Technician</u>
 <u>Program Technician – INTR</u>
 <u>Publications Specialist/Trainer</u>
 <u>Senior Accounting Clerk</u>
 <u>Senior Admissions Officer</u>
 <u>Senior Bookstore Clerk – Textbooks</u>
 <u>Senior Information Services Assistant</u>
 <u>Senior Records Assistant</u>
 <u>Senior Registration Clerk – CE and TTG</u>
 <u>Senior Student Information System & Records Coordinator (CE/TTG)</u>
 <u>Web and Social Media Content Specialist</u>
 <u>Web Design/Systems Assistant</u>
 <u>Writer/Media Specialist</u></p> |
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| <p>12 Academic Advisor
 Academic Advisor/Admissions/Records
 Assistant Lab Technician – Dispensing Optician
 Program DC Vision Centre
 Business Systems Specialist
 CMO MCO Graphic Designer
 Co-ordinator, I-Care Program
 Costume Assistant
 Dental Technician - UBC Program
 Facilitator, Disabled Student Services Centre for Students with Disabilities
 Foundation Coordinator
 Instructional Facilitator
 (Career & Employment Preparation)
 Instructional Facilitator
 (Consumer & Job Preparation)
 International Education – Advisor
 International Education Student Life Coordinator
 Lab Technician - Dental
 Lab Technician – Nursing
 Lab Technician – UBC Dental</p> | <p><u>International Academic Advisor</u>
 <u>Sport Science Coordinator</u>
 <u>Lab Technician II - Biology</u>
 <u>Lab Technician II - Chemistry</u>
 <u>Language & Cultural Facilitator</u>
 <u>Math Assistant</u>
 <u>Media Production Technician II</u>
 <u>Payroll Officer</u>
 <u>Recruitment Specialist</u>
 <u>Student Life Coordinator - International Education</u>
 <u>Support Technician – Educational Technology</u>
 <u>Theatre and Stagecraft Technician</u>
 <u>Training Facilitator - Basic Occupational Education</u>
 <u>Training Facilitator – Customer Service and Cashier Training</u>
 <u>Training Facilitator – Light Warehouse Training</u>
 <u>International Project Coordinator</u>
 <u>Tutor/Coordinator (I CARE)</u>
 <u>Web Designer (MCO)</u>
 <u>Sr. Financial Aid Advisor</u></p> |
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| <p>13 <u>Alumni Relations Coordinator</u>
 Advertising and Marketing Coordinator
 Budget Accounting Analyst
 Computer Technician
 Computer Technician (Help Desk)
 Coordinator, First Nations Services
 Coordinator, Women's Centre
 Client Learning Services Designer/Trainer
 Education Technology Facilitator - EASL
 Employment Specialist
 <u>FHS Simulation Technician</u>
 Graphic Designer II
 Health & Safety Coordinator
 <u>Lab Supervisor – Mathematics</u>
 <u>Math Assistant</u>
 <u>International Marketing Coordinator and Support</u></p> | <p><u>Specialist</u>
 <u>Learning Centre Services Coordinator</u>
 <u>Learning Resources Coordinator</u>
 <u>Media Production Technician/Trainer II</u>
 Network Computer Technician
 On-line Services Coordinator
 Performing and Creative Arts Event Officer
 <u>Student Recruiting & Support Specialist</u>
 Supervisor, Audio Visual Unit
 Supervisor, Bookstore
 Supervisor, Circulation
 Supervisor, Circulation DL
 Supervisor, Purchasing
 Supervisor – The Training Group
 Web Site Designer/Trainer (CLS)
 <u>Library Technician – Web and Systems</u></p> |
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| <p>14 <u>Activities/Athletics Coordinator</u>
 Administrative Officer Facilities Services
 Administrative Officer HSS
 Assessment Services Coordinator
 CMO MCO Production Supervisor
 <u>Campus Life Coordinator</u>
 <u>Administrative Officer I (Sci & Tech)</u>
 <u>International Advising and Articulation Specialist</u></p> | <p>Co-operative Education Coordinator
 <u>Media Buyer</u>
 <u>Online Learning Designer/Training</u>
 Senior Analyst
 Supervisor, Print Shop
 Unit Supervisor, Technical Services
 <u>Administrative Officer (Finance)</u>
 <u>Advertising Specialist and Media Buyer</u></p> |
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| <p>15 Accounts Receivable Supervisor
 <u>Biological Control Technician</u>
 Development Officer
 Lab Technician - Dispensing Optician Program
 <u>Lab Technician IV – Animal Health Technology</u>
 Lab Technician IV - Biology
 Lab Technician IV - Chemistry
 Lab Technician IV - Computing science
 Lab Technician IV - Geography
 Lab Technician IV – Geology
 Lab Technician IV - Physics
 Lab Technician IV - Psychology
 <u>Lab Technician IV – Sport Science Instructional</u>
 <u>Lab Assistant</u></p> | <p><u>Library Operations Supervisor NW</u>
 <u>Library Operations Supervisor (DL)</u>
 <u>Library Operations Supervisor – Technical Services</u>
 Facilities Services Officer
 <u>Registrar Operations Supervisor</u>
 Senior Marketing Officer <u>Specialist</u>
 Supervisor Admissions
 <u>Supervisor, Bookstore</u>
 Supervisor, Information Services
 Supervisor, Records
 Supervisor, Web Production and Administration
 <u>Urban Ecology Technician – IUE</u>
 <u>Learning Centre Services Supervisor</u>
 <u>Lab Technician IV – Math and Science Teaching</u></p> |
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| <p>16 Network Technician/System Administrator
 Programmer/Analyst
 Production Supervisor, CLS</p> | <p><u>Purchasing Officer</u>
 Web Administrator/Operating Systems Specialist</p> |
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17 Administrative Officer (Child, Family & Community Studies)
~~Administrative Officer (Commerce & Business Administration)~~
~~Administrative Officer (Developmental Education)~~
Administrative Officer (Health Sciences & Psychiatric Nursing)
~~Administrative Officer (Humanities & Social Sciences)~~
Administrative Officer (Language, Literature & Performing Arts)

Administrative Officer (Science and Technology)
~~Administrative Officer (Student Development)~~
~~Administrative Officer (Student and Enrolment Services)~~
~~Administrative Officer (TTG)~~
Data Base Administrator/Programmer
Operations Supervisor (Adult Special Education)
~~Operations Supervisor (Developmental Education)~~
~~Operations Supervisor (Student Services)~~
~~Programmer/Analyst~~

18 Health Sciences Simulation Lab Supervisor
Lab Supervisor – Biology
Lab Supervisor – Chemistry
Supervisor, Client & Office Support

Supervisor, Financial Aid & Placement
Supervisor, Instructional Computing & Desktop Services
Supervisor, Production & Network Services

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____ 2012

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 30, 2010

PROPOSAL NO.: EAppC

ARTICLE: Appendix C

SUBJECT: STIIP/LTD

PROPOSAL:

~~APPENDIX C~~

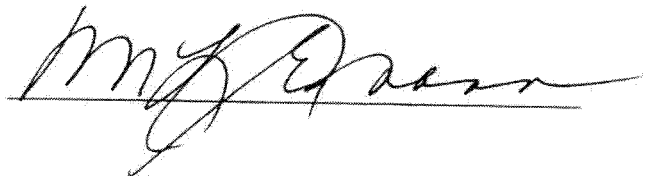
~~The Parties agree to determine, through discussions assisted by the B.C. Government Employees' Union Coordinated Bargaining Representative at Labour/Management Committee, provisions regarding the Long Term Disability Plan and STIIP to be included in this Appendix for information purposes within three (3) months of the signing of this Agreement.~~

AGREED ON June 30, 2010

BCGEU

DOUGLAS COLLEGE





**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: June 29, 2010

PROPOSAL NO.: EAppD

ARTICLE: Appendix D

SUBJECT: Layoff Registry

PROPOSAL:

APPENDIX D


**Re: POST SECONDARY EMPLOYERS' ASSOCIATION REGISTRY
FORM 001**

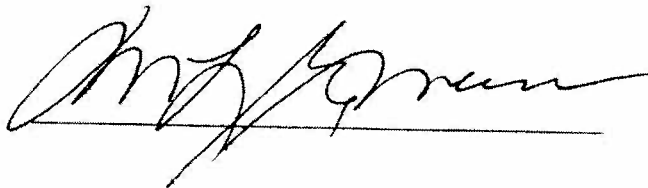
Retain current language.

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE





**DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER PROPOSAL**

DATE: Oct 23, 2012

COUNTER PROPOSAL NO.: ELou#1

TIME: 1:07 PM

ARTICLE: LOU#1

SUBJECT: Exclusions

PROPOSAL:

LETTER OF UNDERSTANDING #1

Re: EXCLUSIONS

Positions agreed upon as excluded from the bargaining unit of Local 703, BCGEU.

1. It is understood and agreed that the following positions are excluded from the bargaining unit to which this Agreement applies:
 1. College President **and Chief Executive Officer**
 2. Vice President, Educational Services
 3. Vice President, Finance and Administration
 4. Vice President, Education **Academic**
 5. Associate Vice President, Employee Relations **Human Resources**
 6. Associate Vice President, External Relations
 7. **Associate Vice President, International Education Douglas International**
 8. Dean, Commerce & Business Administration
 9. Dean, Child, Family and Community Services **Studies**
 10. Dean, Language, Literature and Performing Arts
 11. Dean, Science & Technology
 12. Dean, Health Sciences
 13. Dean, Humanities and Social Sciences
 14. **Special Projects Officer, Office of the Vice-President, Education Academic**
 15. Director, Facilities Services

16. Director of Finance
17. **Director, Safety, and Security, and Risk Management**
18. **Director, of Student and Enrolment Services and Registrar**
19. **Executive Director, The Training Group**
20. Director, Centre for Educational and Information Technology
21. Director, Communications and Marketing **Marketing and Communications**
22. **Visiting Scholar, Office of the Vice-President, Education Academic**
23. Associate Dean, Commerce and Business Administration
24. **Associate Dean, Child, Family and Community Studies**
25. Associate Dean, Health Sciences
26. **Associate Dean, Humanities and Social Sciences**
27. **Associate Dean, Science and Technology**
28. **Associate Dean, Language, Literature and Performing Arts**
29. Associate Director, The Training Group
30. Director, Learning Resources
31. Associate Director, Facilities Services
32. Comptroller
33. Director, Institutional Research
34. Director, Centre for Sport, Recreation and Wellness **Campus Life and Athletics**
35. **Director, Nursing**
36. **Director, Employee Relations**
37. Manager, Accounting Information & Internal Audit
38. Manager, Accounting Information, Self-Funded Activity
39. **Manager, Douglas International, Contracts and Projects**
40. **Manager, International Marketing and Recruitment**
41. Associate Registrar
42. Manager, **Human Resources** Employee Relations, Pensions and Benefits
43. Manager, Applications Services
44. Manager, Client and Learning Services **Learning Support and Client Services** – CEIT
45. Manager, Facilities Services (3)
46. Manager, Office of **for** New Students
47. Manager, Payroll Systems and **Services and Systems** (2)
48. **Manager, Projects & Business Solutions**


49. **Manager, Technology Services**
50. Manager, Bookstores
51. Manager, Financial Systems and Information
52. **Manager, Institutional Research**
53. Manager, Marketing & Operations Communications—CMO – **MCO**
54. Employee Relations Coordinators **Human Resources Advisor** (4)
55. Executive Secretary **Assistant** to the Board
56. Executive Secretary **Assistant** to the President
57. Administrative Assistant (Education **Academic**)
58. Administrative Assistant (Educational Services)
59. Administrative Assistant (Finance and Administration)
60. Administrative Assistant to Associate VP – Employee Relations **Human Resources**
61. Administrative Assistant (David Lam Campus) **to Associate VP - External Relations**
62. **Administrative Assistant to Associate VP – Douglas International**
63. Employee Relations **Human Resources** Assistant
64. Weekend and Evening **and Weekend** Administrator
65. Manager, Services, Centre for International Education **Douglas International**
66. **Chief Information Officer**
67. **Office Administrator, The Training Group**
68. Director, Centre for International Education
69. Director, Community and Contract Services
70. Director, Psychiatric Nursing
71. Director, Educational Liaison
72. International Business Officer, Special Advisor on Chinese Affairs and Head, International Project Office
73. Dean, Student Development-Developmental Education
74. Manager Employee Relations, Labour Relations
75. Manager Employee Relations, Generalist
76. Manager Employee Relations, Systems and Services
77. Associate Registrar, Admissions and Information Systems
78. Associate Registrar, Records and Systems
79. Manager, Computing Support Services
80. Manager, Administrative Application Services

81. ~~Operations Manager~~ ~~The Training Group~~
82. ~~Executive Director~~, ~~International Education~~

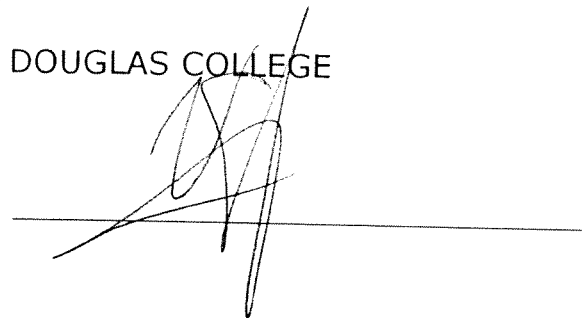
****This proposal replaces the tentatively agreed proposal from 2010**

AGREED ON Oct. 23, 2012

BCGEU

A handwritten signature in cursive script, appearing to read "B. Buss", written over a horizontal line.

DOUGLAS COLLEGE

A handwritten signature in cursive script, written over a horizontal line. The signature is stylized and partially obscured by a vertical line.

MEMORANDUM OF AGREEMENT

LETTER OF UNDERSTANDING #2

Re: STUDENT ASSISTANTS

~~For the purposes of this Letter of Understanding the term "student" shall be defined as an individual enrolled in one or more credit courses at Douglas College or other accredited public post secondary institution in British Columbia.~~

1. Students hired to carry out the principal duties of a job covered by an existing classification specification shall be classified accordingly and paid according to the rate established for that position.

Student Assistant I

2. Students hired to carry out the principal duties for a job not normally covered by an existing classification specification in the bargaining unit shall be classified and paid according to the following wages/benefits:

(i)

	<u>July 1, 2009 2010</u>	<u>May 1, 2011</u>	<u>November 1, 2011</u>	<u>May 1, 2012</u>	<u>December 1, 2012</u>	<u>March 1, 2013</u>	<u>July 1, 2013</u>	<u>April 1 2014</u>
*Base Rate	\$8.70	<u>\$8.75</u>	<u>\$9.50</u>	<u>\$10.25</u>	<u>\$10.35</u>	<u>\$10.45</u>	<u>\$10.55</u>	<u>\$10.66</u>

*Per hour or minimum wage, whichever is greater

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

(iii) Vacationat four percent (4%) of regular earnings.

Student Assistant II

3. Students hired as Peer Tutors, Access Aides and students employed for fixed-term special projects shall be classified and paid according to the following wages/benefits:

(i)

	<u>July 1, 2009 2010</u>	<u>December 1, 2012</u>	<u>March 1, 2013</u>	<u>July 1, 2013</u>	<u>April 1, 2014</u>
*Base Rate	\$10.87	<u>\$10.98</u>	<u>\$11.09</u>	<u>\$11.20</u>	<u>\$11.31</u>

*Per hour or minimum wage, whichever is greater

- (ii) Health & Welfareforty-seven cents (47¢) per hour;
- (iii) Vacationat four percent (4%) of regular earnings.

4. In the event there is a dispute as to whether an employee hired under this program should be classified in accordance with Points 1 or 2 preceding, the dispute shall be dealt with through the grievance procedure in the Collective Agreement.

5. The Parties agree that individuals employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement but not be subject to or affected by any layoff and recall provisions in the Collective Agreement. Auxiliary employees hired as Student Assistants shall be ~~considered discharged for just cause~~ terminated upon completion of the term of employment and they shall not retain seniority.

6. All Student Assistant employees are exempt from the Articles set out in Clause 33.5. In addition, Student Assistant II employees are exempt from Article 16 – Shift Work.

7. The provisions of Article 15.1(a) shall apply to Student Assistants with the exception that Student Assistants can be scheduled to work on both Saturday and Sunday.

8. The standard hours of work for Student Assistants will be no more than ~~fifteen (15)~~ twenty (20) hours per week. A student must be enrolled in ~~two (2)~~ one (1) or more courses to be covered by this Agreement. Overtime compensation as outlined in Article 17 shall apply to Student Assistants for time worked in excess of a seven (7) hour day.

Student Research Assistants

9. Students hired as research assistants are exempt from the agreement that BCGEU members will not be supervised by faculty.

10. This Agreement shall form part of the Collective Agreement between the B.C. Government and Service Employees' Union and Douglas College.

LETTER OF UNDERSTANDING #3

Re: JOB TRAINING FOR STUDENTS IN THE CONSUMER AND JOB PREPARATION PROGRAM FOR ADULTS WITH ~~SPECIAL NEEDS~~ DISABILITIES

The Parties recognize that there is a need to provide job training at the College for adults with a mental ~~handicap-disability~~ who are enrolled in the Consumer and Job Preparation Program.

Subject to the procedure set out below to ensure that these ~~mentally handicapped~~ students are not employed to do jobs which are performed by members of the bargaining unit, the Parties agree that such students are part of the B.C. Government Employees' Union bargaining unit.

1. A committee will be struck comprised of an appointee from each of the Union and the College.
2. The Committee shall review the site and operational skills components in each proposal submitted by the Faculty Coordinator of the Consumer and Job Preparation Program. The Committee shall approve the applications based on the following criteria:

- (a) Only students enrolled in Consumer and Job Preparation Program are eligible for the job training.
- (b) The job training does not entail work performed by B.C. Government Employees' Union members.
- (c) There will be a maximum of four (4) students in job training at any one time.
- (d) Students hired will not receive operational skill training either in excess of fifteen (15) hours a week or for greater than six (6) months.

3. Students hired to carry out the operational skills of the job training shall be paid according to the following wages:

(i)

	July 1, 2010	<u>May 1, 2011</u>	<u>November 1, 2011</u>	<u>May 1, 2012</u>	<u>December 1, 2012</u>	<u>March 1, 2013</u>	<u>July 1, 2013</u>	<u>April 1, 2014</u>
*Base Rate	\$8.70	<u>\$8.75</u>	<u>\$9.50</u>	<u>\$10.25</u>	<u>\$10.35</u>	<u>\$10.45</u>	<u>\$10.55</u>	<u>\$10.66</u>

*Per hour or minimum wage, whichever is greater

- (ii) Health & Welfareforty-seven cents (47¢) per hour;
- (iii) Vacation.....at four percent (4%) of regular earnings.

4. The Parties agree that individuals employed and paid ~~as per~~ in accordance with this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement but will not be subject to or affected by any layoff and recall provisions in the Collective Agreement. Individuals hired ~~under as per~~ this Agreement shall be considered ~~discharged for just cause~~ term employees whose employment is terminated upon completion of the term of employment and they shall not retain seniority.

5. Any dispute in the application of the terms of this Letter of Understanding shall be resolved by the grievance and arbitration procedure of the Collective Agreement between the two (2) Parties.

LETTER OF UNDERSTANDING #4

Re: CO-OPERATIVE EDUCATION STUDENT TRAINING PROGRAM PLACEMENT

The Parties recognize the advantages in assisting students in obtaining practical work experience as part of co-operative education. In recognition, this Agreement will establish the salary rate and working conditions for Co-operative Education students hired to work at the College.

1. This Agreement will apply to students registered in a recognized Co-operative Education Program at a participating post-secondary institution.

2. A Co-operative Education Student Training Committee will be struck composed of an appointee from each of the Union and College. This Committee will both review the applications for placing Co-operative Education students, and will monitor the students once placed to ensure that the work being performed does not include the majority of the ~~principle-principal~~ duties covered by an existing job description in the bargaining unit.

The Co-operative Education Students shall be paid according to the following wage/benefits:

(i)

	July 1, 2010	December 1, 2012	March 1, 2013	July 1, 2013	April 1, 2014
*Base Rate	\$10.87	\$10.98	\$11.09	\$11.20	\$11.31

*Per hour or minimum wage, whichever is greater

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

(iii) Vacation.....at four percent (4%) of regular earnings.

3. The Parties agree that Co-operative Education students employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement, but will not be subject to or affected by layoff and recall provisions in the Collective Agreement. Co-operative Education students, as auxiliary employees, shall be considered terminated ~~for just cause~~ upon completion of the term of employment and shall not retain seniority.

4. No Co-operative Education student will be hired when regular employees are on layoff and have the necessary qualifications, abilities and experience to perform the work. Auxiliary employees will not be displaced by the College as a result of the employment of Co-operative Education students.

5. The standard hours of work for Co-operative Education students will be seven (7) hours per day and thirty-five (35) hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Co-operative Education student does not work more than ten (10) hours in one (1) day and seventy (70) hours in a biweekly period. Notwithstanding the above, there will be a maximum of five (5) students employed by the College per semester with the maximum duration of any one (1) placement or work experience to not exceed four (4) months.

6. This Agreement shall form part of the Collective Agreement between the B.C. Government and Service Employees' Union and Douglas College.

7. Any dispute in the application of the terms of this Letter of Understanding shall be resolved by the grievance and arbitration procedure of the Collective Agreement between the two (2) Parties.

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 30, 2010

PROPOSAL NO.: ELou#5

ARTICLE: LOU#5

SUBJECT: Hours of Work


PROPOSAL:

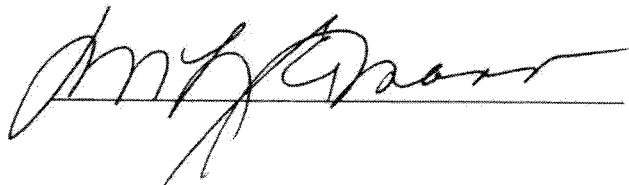
Delete

AGREED ON June 30, 2010

BCGEU

DOUGLAS COLLEGE

_____

_____

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 30, 2010

PROPOSAL NO.: ELou#6

ARTICLE: LOU#6

SUBJECT: Alphabetical Listing

PROPOSAL:

Retain current language

AGREED ON June 30, 2010

BCGEU

DOUGLAS COLLEGE

Alfred

Mr. [Signature]

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.: ELou#8

ARTICLE: LOU#8

SUBJECT: Job Sharing

PROPOSAL:

Retain current language

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE





DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.:

ELou#9

ARTICLE: LOU#9

SUBJECT: Contracts to Purchase
Services

PROPOSAL:

Retain current language

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE

Albert

M. J. G. name

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 30, 2010

PROPOSAL NO.: ELou#10

ARTICLE: LOU#10

SUBJECT: Wage Levels

PROPOSAL:

Delete

AGREED ON June 30, 2010
BCGEU

DOUGLAS COLLEGE

[Signature]

[Signature]

DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.: ELou#11

ARTICLE: LOU#11

SUBJECT: Human Resources
Database

PROPOSAL:

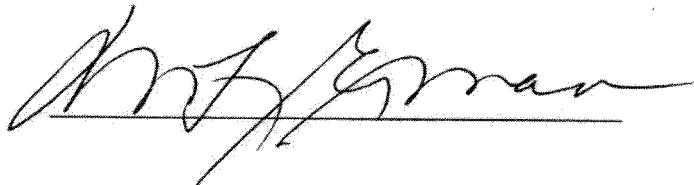
Retain current language

AGREED ON July 29, 2010

BCGEU

DOUGLAS COLLEGE





DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL

DATE: June 29, 2010

PROPOSAL NO.: Elou#12

ARTICLE: LOU#12

SUBJECT: Electronic Registry

PROPOSAL:

Retain current language

AGREED ON June 29, 2010

BCGEU

DOUGLAS COLLEGE





**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER PROPOSAL**

DATE: September 21, 2010

PROPOSAL NO.: ELouNEW

ARTICLE: LOU#NEW

SUBJECT: Exclusions – Exclusion
from Article 3.1 (NEW)

PROPOSAL:

LETTER OF UNDERSTANDING #NEW

The parties agree that this Letter of Understanding will supplement Article 3.1 – Bargaining Unit Defined.

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

1. **President**
2. **Vice President**
3. **Associate Vice President**
4. **Dean**
5. **Associate Dean**
6. **Employee Relations Manager**
7. **Employee Relations Advisor**
8. **Comptroller**

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

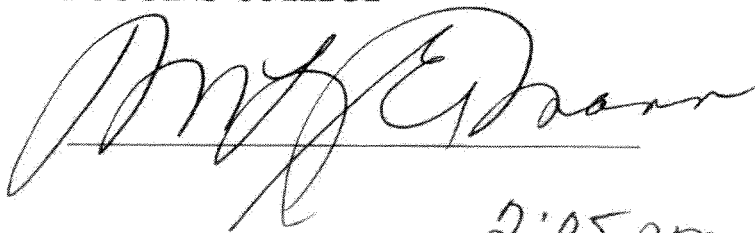
AGREED ON Sept. 21, 2010

BCGEU

DOUGLAS COLLEGE



2:05.



2:05 pm

MEMORANDUM OF AGREEMENT #1**RE: MARKET VALUE STIPEND FOR SELECTED SYSTEMS POSITIONS**


In recognition of the recruitment and retention issues that arise due to the market value for certain information technology positions, Douglas College and the B.C. Government Employees' Union agree to the following guidelines to cover the payment of a market value stipend to incumbents in selected Centre for Educational and Information Technology positions.

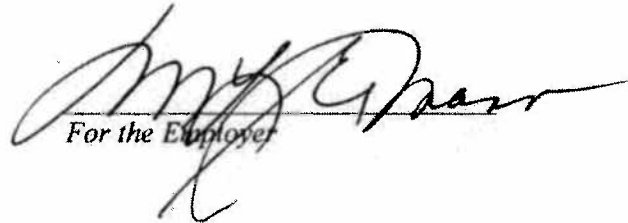
1. The positions have been evaluated using the Job Evaluation Plan and have been placed in the appropriate band.
2. Effective June 1, 2000, a market-value stipend was added to each step of the salary ranges for selected Centre for Educational and Information Technology positions as provided in Paragraph 8 below. These amounts were determined by comparing the salaries paid to these positions at Douglas College with the salaries paid to similar positions in other public and private sector organizations in B.C.
3. New employees in the affected positions will receive the market value stipend provided in Paragraph 8 below and will be placed on a step in the salary scale (based on each individual circumstance) and will progress up the salary scale in accordance with the Collective Agreement to the maximum range for that position.
4. Current incumbents in the affected positions will receive the market value stipend provided in Paragraph 8 below effective June 1, 2000 or on the first day of actual work after being hired.
5. Incumbents will continue to receive the market value stipend for the length of time they remain in the position.
6. At the end of two (2) years, the Parties will review the market value stipend to determine if it is still required. If at the end of two (2) years, the market value is no longer required, then the incumbents will continue to receive the stipend but their salary on the salary grid will be red-circled.
7. In the future, when a position in these classifications becomes vacant, Douglas College and the B.C. Government and Service Employees' Union will review the situation to determine if the market value stipend is still required.
8. In the event similar new positions are created in the Systems and Computing Department where similar market concerns are identified, consultation with the Union will occur prior to the position being posted.
9. The stipend(s) will be as follows:

Title	Stipend (Annual)
Supervisor, Instructional Computing and Desktop Services	\$ 8,000.00
Supervisor, Production and Network Services	\$12,000.00
Analyst/Programmer	\$12,000.00
Database Administrator/Programmer	\$12,000.00
Web Administrator/Operating Systems Specialist	\$12,000.00
Computer Technician	\$ 5,000.00
Computer Technician (Help Desk)	\$ 5,000.00
Network Computer Technician	\$ 5,000.00

10. The Market Value stipend will be reflected on all internal and external postings.

Agreed to:


For the Union


For the Employer

Date June 30/2010

**DOUGLAS COLLEGE/BCGEU BARGAINING 2010
EMPLOYER COUNTERPROPOSAL**

DATE: September 21, 2010

PROPOSAL NO.: UMOUNEW

ARTICLE: MOU#NEW

SUBJECT: Revisions to the JJEP
Manual (NEW)

COUNTER PROPOSAL:

MEMORANDUM OF UNDERSTANDING #NEW

Subfactor 1: Skill

- **Definition: This factor does not measure the actual education level of employee(s). This factor measures the minimum education and training necessary to prepare an individual for the job in question.**

Subfactor 4: Physical Demands

- **Description:**
 - o **Frequent (~~20-70%~~) (20 - 40%)**
 - o **Almost Continuous/Continuous (~~more than 70%~~) (more than 40%)**
- **Equivalency: Add "pushing or pulling" to "lifting," so that it reads, "Forces exerted are equivalent to lifting, pushing or pulling between X and X pounds."**

Subfactor 9: Environmental Working Conditions

- **Under "Work Surroundings - Exposure to," add "animals"**
- **Under "Physical Hazards and Personal Health and Safety Risks," add "air travel"**
- **- Degree 4 Equivalency: Add "air travel" and "animals"**

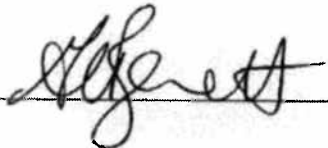
Subfactor 10: Safety of Others

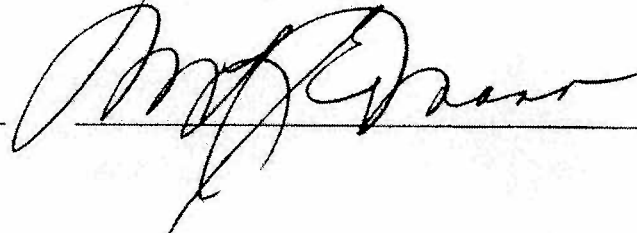
- **Degree 3 Equivalency: Add "animals"**

AGREED ON Sept 21, 2010

BCGEU

DOUGLAS COLLEGE





6:20

DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTERPROPOSAL

DATE: _____

COUNTERPROPOSAL NO.: E25.7

TIME: _____

ARTICLE: 25.7

SUBJECT: Computer Monitors

PROPOSAL:

~~25.7 Computer Monitors~~

~~When employees are required to monitor computer monitors which use cathode ray tubes, then:~~

- (a) ~~When a majority of an employee's daily work time requires monitoring such computer monitors, such employees shall have their eyes examined by an ophthalmologist of the employee's choice prior to the initial assignment to computer monitor equipment or if medical facilities are not available prior to initial assignment to computer monitors equipment, the examination will take place as soon as possible after the assignment.~~

~~The employee may request a further examination six (6) months after the first examination and annually thereafter.~~

~~The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay.~~

- (b) ~~When the majority of an employee's daily work time requires continuous operation of a video display terminal, the employee shall be entitled to two (2) additional ten (10) minute rest breaks.~~
- (c) ~~Pregnant employees shall have the following options:~~
- ~~(1) not to continue monitoring computer monitors, or~~
 - ~~(2) not working in the area of one (1) meter of computer monitors which use cathode ray tubes, or~~

- (3) ~~when a pregnant employee chooses not to monitor such computer monitors, if other work at the same level or lower is available within the College, for which the employee is qualified, she shall be reassigned to such work and paid at her regular rate of pay.~~
- (4) ~~Where work reassignment is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.~~
- (d) ~~Where an employee is on leave of absence pursuant to (c) above, and opts to maintain coverage for medical, dental, extended health, group life, and long term disability, the Employer will continue to pay the Employer's share of the required premiums.~~
- (e) ~~The Employer shall ensure that new equipment shall:~~
 - (1) ~~have both keyboards and screens that tilt;~~
 - (2) ~~meet radiation emission standards established by the Workers' Compensation Board;~~
 - (3) ~~have vertically and horizontally adjustable keyboards, screens, and chairs.~~

~~The Parties agree that item (e)(3) above, will be phased in over the term of the current Collective Agreement.~~

~~The Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Workers' Compensation Board, as outlined in the publication "*Working with Video Display Terminals*" are being met.~~

- (a) The Employer shall ensure that new equipment will:
- (1) meet radiation emission standards established by WorkSafe BC;
 - (2) have both keyboards and screens that tilt; and
 - (3) have vertically and horizontally adjustable keyboards, screens and chairs.
- (b) The Health & Safety Committee shall review and make recommendations ~~to ensure that consistent with the lighting and break standards~~ practices recommended by **the** WorkSafe BC are met, ~~as outlined in the~~ publication: "How to Make Your Computer Workstation ~~For~~ Fit You."

AGREED ON _____, 2012

BCGEU

DOUGLAS COLLEGE

DOUGLAS COLLEGE/BCGEU BARGAINING 2012
EMPLOYER COUNTERPROPOSAL

COUNTERPROPOSAL NO.: E21.10

DATE: _____

TIME: _____

ARTICLE: 21.10

SUBJECT: Staff Training and
Development

COUNTERPROPOSAL:

21.10 Professional Development for Specialized Positions

(a) Employees filling regular positions that require a degree or equivalent shall be entitled to up to two ~~(2)~~ days' leave with pay per fiscal year for the following purposes:

(1) to attend conferences or conventions related to the employee's field or specialization;

(2) to participate in seminars, workshops, symposia, or other similar out-service programs to keep up-to-date with knowledge and skills in the employee's respective field.

(b) Requests for leaves greater than two ~~(2)~~ days, but not exceeding five ~~(5)~~ days may be granted at the sole discretion of the appropriate Administrator. These additional days (if approved) will be from the department's budget.

Under no circumstances will an employee be reimbursed for more than the maximum allowed in (e) below.

(c) Professional development leave shall not be cumulative.

(d) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job.

(e) The Employer shall reimburse an employee, proceeding on professional development, all or part of ~~his/her the~~ expenses to a maximum of ~~two hundred and fifty dollars (\$250)~~ **\$500** per fiscal year.

Eligibility for reimbursement is subject to the availability and sufficiency of funds in the Staff Training and Development Fund referenced in Clause 21.2.

AGREED ON _____,2012

BCGEU

DOUGLAS COLLEGE

December 2, 2012

To the Union on December 2, 2012

TIME: 1106 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

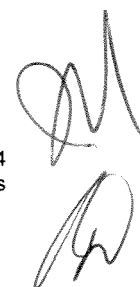
The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.

Two handwritten signatures in black ink are located in the bottom right corner of the page. The top signature is a stylized 'M' or 'J' shape, and the bottom signature is a more complex, cursive scribble.

2010-14 – Support Staff Compensation Template Table

The continuation language of each local Agreement's Term of Agreement provision, if any, shall remain as it is in the Agreement currently in force.

2. Health Welfare Benefits

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

3. Wage Increase

All wage scales for classifications or positions in the BCGEU, CUPE, and COPE collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). 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.

4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".


5. Housekeeping

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

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.


Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

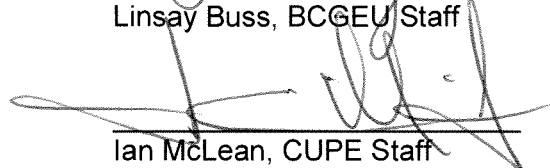
For the Employers:


Rob D'Angelo, PSEA, Chair


Anita Bleick, PSEA CEO

For the Unions:


Lindsay Buss, BCGEU Staff


Ian McLean, CUPE Staff

Schedule “1”

Letter of Understanding

Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee's prognosis for early managed return to work;
- The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013.