

**MEMORANDUM OF AGREEMENT**

**between**

**DOUGLAS COLLEGE**

**(hereinafter called "the College")**

**and the**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)**

**(hereinafter called "the Union")**

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

AND

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

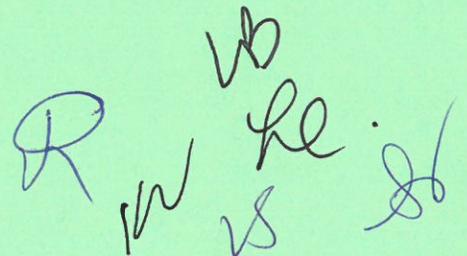
THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 01 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4 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. **Term of Agreement**

The term of the new collective agreement shall be for sixty (60) months, effective from July 1, 2014 to June 30, 2019.

4. **Appendix "A"**

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

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.

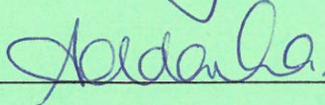
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

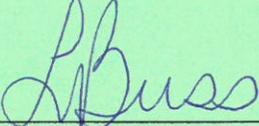
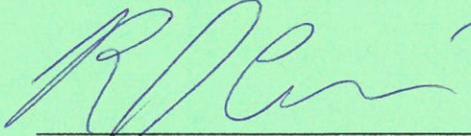
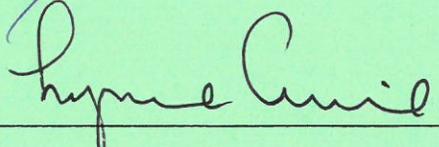
Signed this 30 day of April, 2015

2015.BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR  
THE UNION:

  
\_\_\_\_\_  
Vicki Shillington  
AVP, HR

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**April 30, 2015**

**Douglas College  
(the "College")**

**and**

**B.C. Government and Service Employees' Union (BCGEU)**

**Collective Bargaining for a Renewal of the Collective Agreement that Expired on June 30, 2014**

### **College Proposals**

The following proposals refer to articles in the parties' 2010-2014 Collective Agreement. The parties have agreed that their renewal Collective Agreement will be bargained at the local table.

The following proposals are tabled without prejudice as a package and are arranged in the order in which they appear in the current Collective Agreement. Where no change is indicated, continuation of the current Local Agreement and Common Agreement language is intended.

All College proposals are made subject to E&OE (Errors and Omissions Excepted).

## ARTICLE 2 – DEFINITIONS

### 2.4 Regular Employee

Means an employee who is appointed to a:

1. (a) continuous full-time position; or
2. (b) continuous part-time position of seventeen and one-half (17 1/2) hours or more per week; or
3. (c) repeating fixed term positions (minimum seventeen and one-half [17 1/2] hours per week) having a term of at least eight (8) months.

~~**Note:** Benefits, wage increments, vacations and holidays for part time regular employees will be paid on a pro rata basis, i.e., proportionate to their time worked; and will be in accordance with the terms of the policies with the carriers.~~

## ARTICLE 3 – UNION RECOGNITION AND RIGHTS

### 3.10 Time Off for Union Business

(a) Without Pay

Time off without pay and without loss of seniority will be granted:

- (1) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) For elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment; and
- (3) For employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.

(b) Without Loss of Pay

Time off ~~with pay and~~ without loss of pay, seniority or benefits will be granted:

- (1) To three (3) employees who are representatives on the Bargaining Committee to leave their employment to carry on with negotiations with the College;
- (2) In addition, the Union may call upon up to two (2) additional employees to assist the Bargaining Committee with technical information and advice. It is understood that this will be necessary only during the period of negotiations, and on an irregular basis;
- (3) To stewards to perform their duties pursuant to Article 3.6; and
- (4) To employees called to appear as witnesses before an arbitrator on behalf of the College or the Union.
- (5) The Chair~~person~~ of the bargaining unit or alternate designated by the Union shall be granted 25% college-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the Collective Agreement and employee-college relationships. The Chairperson shall schedule such time with their supervisor. This provision is in addition to any other college-paid release time in the Collective Agreement.

Where such leave is granted, the College will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

- (c) The College will replace employees when the Union initiates a union leave with a regular employee in the same department and/or work area. Failing this, the College will call in qualified auxiliaries for replacement. If no regular or auxiliary employee is available to substitute, the College will actively recruit qualified replacements for backfill.

It is understood that employees granted time off without loss of pay pursuant to this article shall receive their current rate of pay while on time off without loss of pay. Time off granted under this article shall include sufficient travel time. The College agrees that the granting of any of the above time off shall be subject to their requirements but shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this article, when time off without pay is granted, the time off shall be given without loss of pay and the Union shall reimburse the College the appropriate salary and benefit costs, including travel time incurred.

## ARTICLE 3 – UNION RECOGNITION AND RIGHTS

### 3.13 Future Committees

It is agreed that any future open committees struck by the College which may deal with matters affecting any employee covered by this Agreement shall include representation from within the Union's bargaining unit.

## ARTICLE 3 – UNION RECOGNITION AND RIGHTS

### 3.14 Representation ~~on Open Management Committee~~ at Open Senior Management Team Meetings

(a) The Union reserves the right to send one (1) representative to open meetings of ~~Management Committee~~ the Senior Management Team.

The union representative shall be granted sufficient time off without loss of pay and without loss of seniority or benefits to attend ~~Open Management Committee~~ open Senior Management Team meetings.

(b) The union representative ~~on Open Management Committee~~ at the open Senior Management Team meeting shall be designated from within the Union's bargaining unit.

(c) A copy of the agenda and such other information as may be assembled for use in open ~~Management Committee~~ Senior Management Team meetings shall be supplied to the Union's representative prior to each open meeting of ~~Open Management Committee~~ the Senior Management Team.

(d) The Union agrees that in no event will the College incur any additional expense for overtime or other payroll premium expense in consequence of an employee's participation in these meetings.

(e) The Union shall provide the College with the name of the representative and alternate who will represent the Union ~~on Open Management Committee~~ at open meetings of the Senior Management Team.

## ARTICLE 6 - COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) Upon hire, a new employee shall be ~~provided a copy~~ advised of the location of the Collective Agreement on the College's website and advised of name and location of stewards. A copy will be provided to each employee upon request.

(b) Within the first fifteen (15) calendar days of employment, a shop steward will be given an opportunity to interview each new employee during regular working hours, without loss of pay, for up to thirty (30) minutes. The purpose of this interview is to allow the steward to acquaint the employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the College, and the Union. This article applies to those employees who are hired for more than thirty (30) days.

~~(b)~~ (c) The Chair~~person~~ of the bargaining unit shall be advised of the name and location of all new employees through the Union Dues Deduction Form within ten (10) days of their appointment.

## ARTICLE 11 – ARBITRATION

### 11.8 Investigator – *Tabled without Prejudice*

(a) During the term of the Collective Agreement, if a difference arises between the parties relating to the dismissal or suspension of an employee, or to the interpretation, application, operation or the alleged violation of this Agreement, including any question as to whether a matter is arbitrable, ~~Nicholas Glass or Emily Burke~~ the parties may agree, shall, within thirty (30) days of the date of receipt of the request, to retain an Investigator to: and, with mutual agreement of the parties:

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

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

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

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

## 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 employment record. Any such document, other than official evaluation reports, shall be removed from the employee's file after an expiration of ~~twelve (12)~~ eighteen (18) months from the date it was issued, provided that there has not been a similar infraction.
- (b) Disciplinary action resulting from findings of harassment or violence shall be removed from the employee's file after the expiration of twenty four (24) 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 WorkSafeBC claim will not count toward the ~~twelve (12)~~ or eighteen (18) month periods.
- (d) The College 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.

## ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

### **12.6 Harassment and Inappropriate Personal Conduct**

The parties recognize the right of employees to work in an environment free from sexual harassment, personal harassment based upon discrimination, ~~and~~ inappropriate personal conduct, including bullying behaviours. 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. Bullying behaviours may fall under any of these clauses, depending on the nature of the conduct alleged.

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.

## ARTICLE 13 – SENIORITY

### 13.4 Re-Employment

(a) Regular employees who resign their position and within sixty (60) days are re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

(b) If the period between resignation and re-employment exceeds sixty (60) days, but does not exceed ~~six (6)~~ five (5) years, the employee shall, upon completion of three (3) years continuous service from the date of re-employment, have their previous length of service credited for purposes of seniority and vacation entitlement.

## ARTICLE 14 – LABOUR FORCE ADJUSTMENT, LAYOFF AND RECALL

### 14.1 Labour Force Adjustment

a) It is agreed that the College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

(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 College.

(c) It is incumbent upon the College 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 workforce reduction is necessary, the Joint Labour/Management Committee will canvass employees, starting with those directly affected, and then proceeding if necessary to 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.

e) The College and the Union agree that the pre-layoff canvass may be carried out through verbal or written communication, whichever is agreed to by the Committee.

## ARTICLE 15 - HOURS OF WORK

### 15.6 Reporting Stations and Reporting to Work

(a)-(d) *Maintain current language*

(e) In the event that the College 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, and bridge toll, if applicable, where the employee uses his or her personal vehicle, as follows:

- (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.

## ARTICLE 17 – OVERTIME

### **17.2 - Overtime Entitlement** *(for clarification, tabled without prejudice)*

All overtime hours must be approved by the appropriate excluded administrator in advance of the overtime being worked. The administrator may delegate this authority to an employee in the bargaining unit who has supervisory authority.

- (a) An employee working a regularly scheduled seven (7) hour day shall be entitled to overtime after seven (7) hours of work on the regularly scheduled workday.
- (b) An employee working a regularly scheduled day of fixed duration on a modified workweek shall be entitled to overtime after the regularly scheduled hours in a day are exceeded.
- (c) An employee working a flexible schedule of daily hours shall be entitled to overtime after the total hours for the averaging period have been exceeded.
- (d) An employee shall be entitled to overtime compensation after thirty-five (35) hours in any regular workweek, seven (7) hours in any regular workday, or the agreed upon number of hours for a modified work period.

## ARTICLE 17 – OVERTIME

### 17.5 Overtime Compensation

(a) Overtime worked shall be compensated 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 workday;

(2) double-time (2x) for time worked in excess of two (2) hours of overtime on a regularly scheduled workday; and

(3) double-time (2x) for all hours worked on a day of rest.

(b) Employees who work on a paid holiday which is not a scheduled workday 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 College's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The College may determine means of travel.

(d) Employees shall have the option of receiving payment for overtime compensation or the equivalent compensating time off in lieu of being paid, to a limit of fifty (50) hours.

(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.

(f) At year end, or at termination of employment, any overtime banked during that calendar year shall automatically be paid out either on the second pay of the new year or on the employee's final paycheck, whichever applies.

(g) Overtime shall be calculated in thirty (30) minute increments.

(h) For employees whose positions with the College do not require travel but who opt to travel with the College when an opportunity arises as part of their position within their department, the Parties agree as follows:

(1) The employee will request the travel in writing to their Manager at least 4 weeks before the date of travel, where possible.

- (2) Managerial approval of voluntary travel is subject to operational requirements at the College.
- (3) If the voluntary travel is approved, the provisions of the collective agreement apply except 17.5 (c). Regular rates of pay as per Clause 32.3 will apply and the employee will not be entitled to claim overtime for social events attended or travel time outside of the employee's regular working hours.
- (4) For time spent away from the College, the employee will be entitled to claim a per diem allowance, where applicable, in accordance with the College's Expense Reimbursement rates, and is therefore not entitled to claim the Overtime Meal Allowance in Clause 17.6.

## ARTICLE 18 – HOLIDAYS

### 18.6 - Paid Holiday Pay

(a) Payment for paid holidays will be made at an employee's basic regular rate of pay at the time the holiday is worked, except if an employee has been working in a higher paid position than employee's regular position for a majority of the scheduled work hours in the sixty (60) working days preceding the holiday, in which case employee shall receive the higher rate.

(b) Holidays for part-time regular employees will be paid on a pro rata basis.

## ARTICLE 19 – ANNUAL VACATIONS

### 19.1 Vacation Entitlement in ~~Incomplete Year~~

~~During any incomplete year, i.e., a year in which an employee does not work a complete calendar year,~~

(a) ~~v~~ Vacation entitlement shall be accumulated as earned to the employee's credit at the rate of one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates as a regular employee.

(b) Employees shall be entitled to take vacation with pay in accordance with the following schedule commencing with their first complete calendar year as a regular employee:

- (i) In the first (1st) complete calendar year of employment..... 15 days
- (ii) In the fourth (4th) complete calendar year of employment .....20 days
- (iii) In the sixth (6th) complete calendar year of employment.....25 days
- (iv) In the twelfth (12th) complete calendar year of employment.....30 days
- (v) In the fifteenth (15th) complete calendar year of employment..... 31 days
- (vi) In the sixteenth (16th) complete calendar year of employment.....32 days
- (vii) In the seventeenth (17th) complete calendar year of employment .....33 days
- (viii) In the eighteenth (18th) complete calendar year of employment.....34 days
- (ix) In the nineteenth (19th) complete calendar year of employment..... 35 days

(c) In the event of an employee having taken vacation in a calendar year but failing to complete entitlement, a pro rata deduction from final pay will be made.

(d) Vacation entitlement for part-time regular employees is calculated on a pro rata basis.

## ARTICLE 19 – ANNUAL VACATIONS

### ~~19.2 Vacation Entitlement in Full Calendar Years~~

~~Employees shall be entitled to take vacation with pay in accordance with the following schedule commencing with their first complete calendar year:~~

- ~~(a) In the first (1st) complete calendar year of employment..... 15 days~~
- ~~(b) In the fourth (4th) complete calendar year of employment ..... 20 days~~
- ~~(c) In the sixth (6th) complete calendar year of employment..... 25 days~~
- ~~(d) In the twelfth (12th) complete calendar year of employment..... 30 days~~
- ~~(e) In the fifteenth (15th) complete calendar year of employment..... 31 days~~
- ~~(f) In the sixteenth (16th) complete calendar year of employment..... 32 days~~
- ~~(g) In the seventeenth (17th) complete calendar year of employment ..... 33 days~~
- ~~(h) In the eighteenth (18th) complete calendar year of employment..... 34 days~~
- ~~(i) In the nineteenth (19th) complete calendar year of employment..... 35 days~~

~~In the event of an employee having taken vacation in a calendar year but failing to complete entitlement, a pro rata deduction from final pay will be made.~~

~~In the event of an employee having taken vacation in a calendar year but failing to complete entitlement, a pro rata deduction from final pay will be made.~~

## ARTICLE 19 – ANNUAL VACATIONS

### **19.3 Prime Time Vacation Period – *table without prejudice***

Subject to operational requirements and the provisions of ~~this article~~ Article 19, it is the intent of the parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period April 1st to September 30th inclusive, which shall be defined as the prime-time vacation period.

## ARTICLE 19 – ANNUAL VACATIONS

### 19.9 Vacation Pay

- (a) Payment for vacation will be made at an employee's regular rate of pay at the time vacation is taken, except if an employee has been working in a higher paid position than employee's regular position for a majority of the scheduled work hours in the sixty (60) working days preceding employee's vacation in which case employee shall receive the higher rate.
- ~~(b) Employees employed prior to February 28, 2006 who are not regularly paid by direct deposit shall receive any manual cheques which would normally fall due during the period of their vacation two (2) full banking days prior to the commencement of their vacation, provided that the College has been given at least two (2) calendar weeks' notice of the date of which the employees will commence their vacation~~

## ARTICLE 19 – ANNUAL VACATIONS

### 19.12 Vacation Carryover – *tabled without prejudice*

(a) An employee may carry over up to ten (10) unused vacation days from one calendar year to the following year, provided that any and all vacation days carried forward are used by the employee by the end of the third following calendar year. At no time will the employee's total amount of carried over vacation days exceed fifteen (15) days. 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 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. Where the employee has neither scheduled vacation days nor indicated an intent to carry over unused vacation days as described in (a) above, the College may require the employee to do so, or the College may schedule the vacation time for the employee.

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

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

## ARTICLE 19 – ANNUAL VACATIONS

### ~~19.13 – Vacation Carryover – Archival~~

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

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

~~(b) 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.~~

~~(c) 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.~~

~~(d) Archived vacation under Clause 19.13 will be deducted prior to regular carryover vacation under Clause 19.12.~~

## ARTICLE 20 – HEALTH AND WELFARE

### **ARTICLE 20 - HEALTH AND WELFARE**

While not to be included in the collective agreement, effective January 1, 2016, the parties agree that the union's Extended Health Benefits plan will be amended such that the individual and family deductible will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.

### **20.3 Extended Health Benefits**

While not to be included in the collective agreement, effective January 1, 2017, the reimbursement for professional services/paramedicals will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefit plans. In addition, effective January 1, 2018, the per practitioner two hundred and seventy-five dollar (\$275.00) maximum reimbursement per calendar year will increase to an overall maximum reimbursement of one thousand dollars (\$1,000.00) per calendar year for all professional services combined.

In addition, the current collective agreement language shall be changed as follows:

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

- a) Total lifetime coverage level will be unlimited.
- b) Hearing aid benefit claims to a maximum of six hundred dollars (\$600) every five (5) years. Effective January 1, 2016, Hearing aid benefit claims to a maximum of one thousand (\$1000) 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. Effective January 1, 2019, vision care benefit claims will be to a maximum of four hundred (\$400) every two (2) years.
- d) Employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

- e) ~~Effective one (1) month following the date of ratification,~~ Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.

*NOTE: The MOA regarding changes to the BC Pharmacare formulary is attached for reference purposes.*

## ARTICLE 20 – HEALTH AND WELFARE

### **20.11 Joint Early Intervention Program (JEIP)**

The College proposes to insert a new provision as Article 20.11 to read as follows:

*“The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:*

*Jointly Managed – The program will be jointly managed by the Employer and the Union.*

*Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.*

*Rehabilitative – The JEIP is rehabilitative in nature.*

*Confidential - The parties involved in the program will maintain confidentiality of all information.”*

Subsequent renumbering of the current Art. 20.11-20.17 with the insertion of this provision. The Letter of Understanding #12 on the Post-Secondary Early Intervention Program can be deleted as a result of this amendment.

## ARTICLE 20 – HEALTH AND WELFARE

### **20.13 Legislative Changes**

~~If the premiums paid by the College for any employee benefit covered by this Agreement or applicable legislation are reduced as a result of any legislative action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.~~

## ARTICLE 20 – HEALTH AND WELFARE

### **20.15 — Contributions in Advance**

~~Except in the case of the Municipal Pension Plan, where this Agreement requires the College to deduct from an employee's pay the employee's contribution toward the premium payments for any insurance or benefit plan, such deductions shall be made one (1) month in advance. That is, deductions will be made at the end of a current month for the employee's contribution for coverage effective in the following month.~~

~~In the case of newly appointed employees or employees newly enrolled, the first deductions will be double (2x) deductions in order to pay the premiums for both the current and the following month.~~

~~As required by the applicable legislation, the deductions for the Municipal Pension Plan are made at the end of each month relative to the month then ending, not in advance.~~

~~All contributions made by the College on behalf of the employees are similarly made in advance.~~

## ARTICLE 21 – STAFF ~~TRAINING~~ LEARNING AND DEVELOPMENT

### 21.3 Staff ~~Training~~ Learning and Development Fund

A regular employee with one (1) or more years of service seniority is entitled to apply for funds for learning and development under Art. 21.

(a) Applications under this article shall be considered by a joint committee, appointed as a subcommittee of the Labour/Management Relations Committee, comprised of equal numbers of union and college representatives, maximum of two (2) representatives a piece.

(b) The Labour/Management Relations Committee shall establish criteria to be used by this Subcommittee when considering applications under this article.

(c) Applications may be approved, amended or denied by the Subcommittee. If the Subcommittee approves, ~~or approves as amended~~ the application for funding leave and the appropriate Administrator grants the leave, then the College shall grant the employee leave without loss of pay or partial pay as ~~determined~~ recommended by the Subcommittee.

It is understood that the authority of this Subcommittee to ~~grant~~ approve funding for leave under this Article is only for the specific hours in which the training is to be undertaken plus travel.

(d) Disputes arising out of application of this article shall be referred to the Labour/Management Relations Committee for resolution. Failure to resolve the dispute at that level may result in the dispute being submitted to Step 3 of the grievance procedure.

(e) The total costs approved by the Subcommittee shall not exceed the total amount set aside in Article 21.2 above. For the purposes of this article costs may include salaries, tuition fees, and/or course materials required by the applicant.

(f) Leave approved in one (1) fiscal year may be partially taken in the subsequent fiscal year where the course or seminar is scheduled so as to begin in one (1) fiscal year and conclude in a subsequent fiscal year.

(g) Leave granted under this article shall be without loss of seniority or benefits. Employees granted leave shall continue to accrue seniority and receive all benefits during the period of such leave.

## 21.4 Administration of the Fund

- (a) For the purpose of administering this fund, the year shall be divided into three (3) periods with one-third (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 one thousand, ~~four~~ five hundred dollars (~~\$1,400~~ \$1,500) over a two (2) fiscal 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 Subcommittee's approves approval of~~ approval of the application for the employee to attend the activity, ~~the College shall grant the employee leave without loss of pay/with~~ partial pay/without pay is subject to the operational needs of the College, as decided by the Subcommittee.

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 Subcommittee and would have to be dealt with via Article 22.8.

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

(l) (1) Monthly, the Subcommittee will provide the Chairperson of the Bargaining Committee a copy of the budget summary.

(2) Annually, the Subcommittee will provide the Chair~~person~~ of the Bargaining Committee a copy of the Subcommittee'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 Subcommittee 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 biweekly 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 paycheque.

## ARTICLE 22 – SPECIAL AND OTHER LEAVE

### 22.6 Medical and Dental Appointments

(a) Employees shall be entitled to time off without loss of pay for medical and dental appointments, but will make every effort to arrange them at the beginning or end of the working day. An employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

(b) Requests to accompany a spouse, dependent child or dependent parent to a medical or dental appointment will be granted by the College. The employee may use banked overtime or reschedule their workday/week or use available vacation entitlement or take leave without pay. Employees are expected to schedule such appointments in advance where possible. Leave will be granted on short notice for situations requiring immediate attention.

## ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES

### 23.3 Supplemental Employment Benefit for Maternity and Parental Leave

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

(1) For up to seventeen (17) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.

(2) For up to a maximum of thirty-five (35) weeks of parental leave, the birth mother, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the 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 College 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)~~(c)(1) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the College's employ for a period of ~~at least six (6) months or~~ equivalent to the leaves taken, ~~whichever is longer,~~ after their return to work.

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

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

## ARTICLE 32 – PAYMENT OF WAGES AND ALLOWANCES

### 32.4 – Wage increments

(a) The term "increment" as used herein shall be understood to mean the increase in salary accruing to an employee when the employee becomes entitled to payment according to the next higher increment step set out in the applicable salary scale in Appendix A.

~~(b) The first increment to which the employee becomes entitled will be payable on the first of the month concurrent with or next following the completion of six (6) months' employment with the College.~~

~~(c) For new employees hired after March 31, 2005, the~~ (b) The first increment to which the employee becomes entitled will be payable on the first of the month concurrent with or next following the completion of one (1) year's employment with the College.

In the event an employee is promoted into a new pay level at Step A, that employee will receive an increment in accordance with the paragraph above.

~~(d)~~ (c) Subsequent increments to which the employee becomes entitled shall be payable on the first of the month concurrent with or next following the yearly anniversary date of the employee's last increment increase.

~~(e)~~ (d) The employee's anniversary date for purposes of entitlement to the next increment increase will change and be effective from the date on which the employee assumes a new or different job within the bargaining unit which constitutes a promotion.

~~(f)~~ (e) The dates upon which an employee would otherwise become entitled to an increment increase in accordance with the terms of this article, will be extended by a time period equal to any authorized unpaid leave of absence granted to the employee where such leave is for more than an accumulated total of thirty (30) days in a calendar year.

(f) Part-time and repeating term employees shall become entitled to the increments set out above when they have worked the equivalent number of hours required by a full-time employee.

## ARTICLE 32 - PAYMENT OF WAGES AND ALLOWANCES

### 32.9 Kilometre Allowance

(a) An allowance for all kilometres travelled on the College's business shall be paid to the employees required by the College to use their own vehicles in the performance of their duties. Expense claim forms are available ~~at the Printing Department~~ on the College's website.

(b) When an employee is transporting the College's equipment or materials at the College's request and on the College's business, the employee shall not be responsible for loss, damage or theft of the College's equipment or materials transported in the employee's vehicle.

(c) Mileage and bridge tolls, when applicable, will be payable from an employee's normal campus and inter-campus and off-campus mileage will accumulate from there.

(d) Expense claims will be paid in accordance with the Douglas College Expense Claim Guidelines, available on the College's website.

## ARTICLE 32 – PAYMENT OF WAGES AND ALLOWANCES

### 32.16 Overpayment of Salary and Allowance

(a) Where an error has resulted in an overpayment in an employee's basic salary, premium rates or allowances it may be rectified in total and retroactively for a period not to exceed one (1) year from the date on which the error was discovered.

(b) The employee shall be provided with one (1) month's notice of the College's intent to recover any excess payment. The notice shall specify the amount, period and reason for the overpayment, and the method of repayment.

(c) The rate of recovery shall not exceed the rate at which the overpayment was made and shall be discussed between the employee and ~~his or her supervisor~~ the College's Payroll Manager prior to being repaid. Maximum recovery rate shall not exceed ten percent (10%) of an employee's basic biweekly salary.

(d) This policy does not apply to claims for damages, etc. arising from alleged violations in the application or interpretation of the Collective Agreement.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party on or after March 1, ~~2014~~ 2019, but in any event, not later than midnight, May 31, ~~2014~~ 2019.

(b) Where no notice is given by either party prior to March 31, ~~2014~~ 2019 and both parties shall be deemed to have given notice under this article on March 31, ~~2014~~ 2019 and thereupon Clause 35.3 of this Agreement applies.

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

## **HOUSEKEEPING CHANGES**

In Art. 12.10 and Art. 14.5, amend Director, Employee Relations and Director, Human Resources to Associate Vice President, Human Resources, or designate.

## LETTER OF UNDERSTANDING #2 – Re: Student Assistants

For the purpose of this Letter of Understanding, ~~the term~~ “student” shall be defined as an individual

- (a) an individual enrolled in one (1) or more credit courses at Douglas College, or
- (b) enrolled in two (2) or more credit courses at another accredited public post-secondary institution in British Columbia, or
- (c) who was enrolled at the college in the term immediately preceding the period of time in which employment is available and who has indicated an intention to enrol at the college in the term immediately following the period to be worked.

Qualified Douglas College students meeting the above criteria will be given preference over students of other qualifying institutions.

[REMAINDER OF LOU UNCHANGED]

**MEMORANDUM OF AGREEMENT #1**  
**Re: Market Value Stipend for Selected Systems Positions**

**MARKET ADJUSTMENT - SYSTEMS AND COMPUTING - (current)**

<b>PAY LEVEL</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>13.1</b>	HOURLY	25.8863	26.5308	27.2242	27.9440	28.7137
	BI-WEEKLY	1,812.04	1,857.15	1,905.69	1,956.08	2,009.96
	ANNUAL	47,113.00	48,286.00	49,548.00	50,858.00	52,259.00
<b>16.1</b>	HOURLY	31.7901	32.5599	33.3286	34.1720	35.4253
	BI-WEEKLY	2,225.31	2,279.19	2,333.00	2,392.04	2,479.77
	ANNUAL	57,858.00	59,259.00	60,658.00	62,193.00	64,474.00
<b>17.1</b>	HOURLY	32.5599	33.3286	34.1720	35.4253	36.9055
	BI-WEEKLY	2,279.19	2,333.00	2,392.04	2,479.77	2,583.38
	ANNUAL	59,259.00	60,658.00	62,193.00	64,474.00	67,168.00
<b>18.1</b>	HOURLY	31.1313	31.9758	33.2291	34.7093	36.2659
	BI-WEEKLY	2,179.19	2,238.31	2,326.04	2,429.65	2,538.62
	ANNUAL	56,659.00	58,196.00	60,477.00	63,171.00	66,004.00
<b>18.2</b>	HOURLY	33.3291	34.1736	35.4269	36.9071	38.4637
	BI-WEEKLY	2,333.04	2,392.15	2,479.88	2,583.50	2,692.46
	ANNUAL	60,659.00	62,196.00	64,477.00	67,171.00	70,004.00

Appendix B will be amended to reflect the affected positions.

Memorandum of Agreement #1 to be deleted

**APPENDICES, LETTERS OF UNDERSTANDING, MEMORANDUM OF AGREEMENT AND  
MEMORANDUM OF UNDERSTANDING**

- Renew App A - Re: Salary Scales
- Update and renew Appendix B – Re: BCGEU positions and Respective Pay Levels
- Update and renew LOU #1 – Re: Exclusions
- Renew App C, LOU 3, 4, 6, 7, 8, 9, 10
- Delete LOU 5, 12
- Amend and renew amended LOU #11 to include Directors, HR Assistant and Labour Relations (LR) Advisor
- Incorporate contents of MOU#1 into the Joint Job Evaluation Plan and delete MOU

## MEMORANDUM OF AGREEMENT #XX

The parties agree that the following items will form part of the Memorandum of Agreement ("MOA") between them for the renewal of the collective agreement that expired June 30, 2014. The parties agree to recommend this MET template agreement to their respective principals.

### 1. BC PROVINCIAL PHARMACARE FORMULARY PROCESS IMPROVEMENT COMMITTEE (FPIC)

While not to be included in the collective agreement:

(a) Effective the date of ratification, a joint committee called the "BC Provincial Pharmacare Formulary Process Improvement Committee" ("FPIC") will be formed. The FPIC will:

(1) be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees; two (2) of the members will be appointed by the British Columbia Government and Service Employees' Union, and four (4) of the members will be appointed by the Post-Secondary Employers' Association ("PSEA");

(2) The FPIC will complete their work by December 31, 2015 (the "Completion Date") ;and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date; and

(3) Each appointing party will be responsible for all costs related to their members' involvement in the FPIC.

The purpose of the FPIC will be to:

(i) identify process problems that have been experienced since the transition to the BC. Provincial Pharmacare Formulary ("Pharmacare Formulary") including issues related to customer service by the insurance carrier;

(ii) recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;

(iii) investigate the feasibility of implementing electronic filing of Special Authority claims; and

(iv) develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.

(b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a formulary drug (the "Formulary Drug") and that drug was recently delisted from the Formulary (the "Delisted Drug") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug, the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.

(c) Effective November 1, 2015 or the date of ratification, whatever is later, the employers and unions agree that where an individual who is covered by the extended health care insurance plan is:

(1) prescribed a drug that is not part of the Pharmacare Formulary ("*Non-Pharmacare Formulary Drug*"); or

(2) prescribed a drug that is on the Pharmacare Formulary but which requires "*Special Authority*" ("*Special Authority Drug*") and the individual either:

(i) does not want to go through the approval process to obtain the Special Authority Drug; or

(ii) does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

## **2. PROVINCIAL JOB EVALUATION / CLASSIFICATION PLAN:**

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

**Letter of Understanding – Re: Vacation Carryover Archive – NEW**

The parties agree that effective the date of ratification of this collective agreement, Clause 19.13 Vacation Carryover Archive will be deleted and employees with more than fifteen (15) days' vacation time in the archive will have ninety (90) days to elect either to

- (a) schedule the archive days at a mutually agreeable time, but no later than the end of the following calendar year, or
- (b) request that the overage in the archive bank be paid out at the hourly wage the employee was receiving at the time vacation was banked.

## **Wage Increase**

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

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effective on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

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

## Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

### Re ECONOMIC STABILITY DIVIDEND

#### Definitions

##### 1. In this Letter of Agreement:

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

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

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

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

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

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

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

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

#### The Economic Stability Dividend

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

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

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

### **Annual Calculation and publication of the Economic Stability Dividend**

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

### **Availability of the Economic Stability Dividend**

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

### **Allowable Method of Payment of the Economic Stability Dividend**

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

**2014 – SUPPORT STAFF MULTI-EMPLOYER TABLE (“MET”)**

between

**POST-SECONDARY EMPLOYERS’ ASSOCIATION (“PSEA”)**

*(“the Employers”)*

and

**BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES’ UNION (“BCGEU”)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES (“CUPE”)**

The parties have agreed that the following items will form part of the Memorandum of Agreement (“MOA”) between them for the renewal of the local parties’ collective agreements that expired in 2014. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2014 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

**1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)**

While not to be included in the Collective Agreement:

- (a) Effective the date of ratification, a joint committee called the *“BC Provincial Pharmacare Formulary Process Improvement Committee” (“FPIC”)* will be formed. The FPIC will:
- i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees, two (2) of the members will be appointed by the British Columbia Government and Service Employees’ Union, and four (4) of the members will be appointed by the Post-Secondary Employers’ Association (“PSEA”);
  - ii. the FPIC will complete their work by December 31, 2015 (the *“Completion Date”*) and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date. ; and
  - iii. Each appointing party will be responsible for all costs related to their members’ involvement in the FPIC.

The purpose of the FPIC will be to:

- a. identify process problems that have been experienced since the transition to the BC Provincial Pharmacare Formulary (*"Pharmacare Formulary"*) including issues related to customer service by the insurance carrier;
  - b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
  - c. investigate the feasibility of implementing electronic filing of Special Authority claims; and
  - d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.
- (b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the *"Formulary Drug"*) and that drug was recently delisted from the Formulary (the *"Delisted Drug"*) and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
- (c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:
- i. prescribed a drug that is not part of the Pharmacare Formulary (*"Non-Pharmacare Formulary Drug"*); or
  - ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" (*"Special Authority Drug"*) and the individual either:
    - 1. does not want to go through the approval process to obtain the Special Authority Drug; or
    - 2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

## **2. Administrative Service Delivery Transformation Project (ASDTP):**

The Employer and the Union agree to authorize the PSEA and the CISSBA to write a joint letter to the Ministry of Advanced Education seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertaking.

## **3. Provincial Job Evaluation / Classification Plan:**

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

## **4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal**

- (a) Effective the date of ratification, the Employers and the Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, to add the following provision under the sick leave provisions for each of the Parties' applicable local agreements, and existing provisions renumbered accordingly. It is agreed that this housekeeping proposal does not change the intent of the JEIP Letter of Understanding as negotiated at the 2010-14 Support Staff Compensation Template Table.

### **"Joint Early Intervention Program**

**The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:**

- a. **Jointly Managed – The program will be jointly managed by the Employer and the Union.**
- b. **Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.**
- c. **Rehabilitative – The JEIP is rehabilitative in nature.**
- d. **Confidential - The parties involved in the program will maintain confidentiality of all information."**

(b) Effective the date of ratification, the Employers and Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, that the following Letter of Understanding on the Post-Secondary Joint Early Intervention Program that was negotiated at the 2010-14 Support Staff Compensation Template Table, will be deleted from each of the Parties' applicable local agreements.

**"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."~~

## **5. Term of Agreement**

The term of the new collective agreements shall be for sixty (60) months, effective from July 01, 2014 to June 30, 2019.

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

## **6. Wage Increase**

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

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effective on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

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

Signed by the Parties at Burnaby, British Columbia on November 21, 2014.

For the Employers:

For the Unions:

\_\_\_\_\_

Anita Bleick, PSEA CEO

\_\_\_\_\_

Linsay Buss, BCGEU Staff

\_\_\_\_\_

Rhonda Bender, PSEA

\_\_\_\_\_

Ian McLean, CUPE Staff

## Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

### Re ECONOMIC STABILITY DIVIDEND

#### Definitions

##### 1. In this Letter of Agreement:

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

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

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

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

“Calendar year” Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

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

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

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

#### The Economic Stability Dividend

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

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

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

## **Annual Calculation and publication of the Economic Stability Dividend**

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

## **Availability of the Economic Stability Dividend**

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

## **Allowable Method of Payment of the Economic Stability Dividend**

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