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Dear Sirs and Madam:

Your system wide talks under your own Protocol Agreement have been a voluntary effort to find common solutions to shared concerns.

The Joint Union Council is an informal association of autonomous trade unions holding collective bargaining rights for institution based bargaining units.

The Post Secondary Employers' Association is established to assist the Public Sector Employers' Council carry out its role. It has primarily a co-ordinating function amongst its members .

My involvement as facilitator in your discussions has been sponsored and paid by you.

Members of the JUC and PSEA have relinquished the exercise of their right to strike or lockout under the *Labour Relations Code* as long as I consider that a continuation of the discussions is likely to achieve the goal of a Framework Agreement.

Memorandum of understanding

You had set a target of March 31, 1996 for achieving a Framework Agreement. You did not reach an Agreement by that date, but I considered it beneficial to continue the discussions. You did and on April 12 made mutual commitments for resolving the difficult issues of increasing productivity to enable greater student access and moving toward a common instructional salary grid.

On April 26 you reached a memorandum of understanding for resolving a Framework Agreement in accordance with the Protocol.

The accompanying recommendation for all terms of the Multi-institutional Framework Agreement is pursuant to this memorandum and my subsequent discussions with you.

Disparate expectations

Although I joined your discussions after you had met for several months, I found that there were disparate expectations and measures for the success of the talks among you, the Ministry of Education, Skills and Training, which encouraged the discussions, and PSEC, which nurtured their continuance.

Each of you, the Ministry, which you urged me to talk to, and PSEC willingly assisted me to understand the issues, the background to the discussions and the future challenges for the post-secondary college, institution and agency system in B.C.

Rapid change and uncertainty

The pace and uncertainty of change during your discussions and since my short involvement has reflected the changing environment within which you work.

In the last fifteen years in British Columbia, there has been public sector expenditure restraint (1983 to 1985); new governance and formula funding; amalgamation of the Pacific Vocational Institute with the BC Institute of Technology; amalgamation of the Open Learning Agency and Knowledge Network of the West into the Open Learning Institute; the Provincial Access Committee's report *Access to Advanced Education and Job Training in British Columbia* and what has flowed from its recommendations, including creation of

the University of Northern British Columbia; the establishment of university-colleges; and the evolution of the previous multi-institutional voices into the Advanced Education Council of British Columbia and its 1992 and 1996 reports, *Access for Equality and Opportunity* and *Access to Post-Secondary Education in British Columbia*.

There has been awareness of the extent of illiteracy in our province and the need for English as a second language instruction. An above national average growth in private schools offering training in a wide range of programs from ESL, computers, hairdressing, cooking, graphic design to religious education in B.C. has been encouraged, in part, by changes in federal government spending that supports training outside the public sector.

In 1993 the provincial government introduced and funded \$200 million for *Skills Now: Real Skills for the Real World* to link high schools to workplaces, create more college and university seats, retrain workers closer to home and enable persons to move from welfare to work.

Independent degree granting authority has been given to four university-colleges, BCIT and Emily Carr College of Art and Design. In November 1995 the recently constituted B.C. Labour Force Development Board issued its policy advice on future employment in B.C. and its implications for training in *Training For What?*

Tuitions have been frozen and allowed to increase from time to time. Reduced federal government transfer payments have threatened dramatic cuts. During our talks the provincial government announced immediate relief from that prospect, froze tuitions and guaranteed increased access. The focus moved from retrenchment to enlarging access with no additional resources.

National Environment

The global environment is equally fluid and challenging. Faculty collective bargaining in the twenty five or so year history of post-secondary colleges, university colleges, institutes and agencies has been one of single employer and single union negotiations at each institution.

Throughout periods of growth and restraint, there has been an emphasis on diversity which enables institutions to select their own missions and activities. The diversity manifests itself in programs, methods of delivery, single or multi-campus structures and, of course, institutional culture, values and priorities.

This diversity is confronting the changes sweeping the continent in the 1990s. One commentator to which you referred me gives the following sweeping overview which broadly captures the environment within which local

collective bargaining and your discussions have been ongoing over the past year.

"While diversity has long been the guiding principle behind the organization of Canada's higher education system, a different initiative has become evident during the 1990s. As described in detail later in this book, governments in several provinces have begun to argue that current realities, both financial and human, are such that the drastic restructuring of postsecondary education is necessary if it is to remain effective and efficient. Faced with massive changes in the requirements of the workplace (associated with technological advances and a new economic order), many individuals now seek retraining and further education. In turn, educational institutions are being challenged to provide flexible and accessible programs; to ensure maximum mobility of graduates as well as full recognition of previous learning, wherever it was obtained; and to allow for the appropriate transfer of program credits. To meet this challenge, institutions are expected to collaborate in their planning and to develop improved learning partnerships, not only among themselves, but in concert with the private sector (particularly with management and organized labour). All of these initiatives lead toward a more integrated, rather than a more diversified, institutional structure. This approach prescribes a need for restructuring and carries with it a clear government message, at both the federal and provincial level, that future financial support will be targeted to that end.

Indeed, it is financing of postsecondary education which has begun to dominate public-sector debate over the sector's continued health.

In this context, Canada provides an interesting case which defies easy comparison. Skolnik (1991) attributes the lack of national planning in higher education to the stringent constitutional reality which places higher education firmly under the aegis of provincial governments. However, he also notes the latter's unwillingness to intervene in the management of institutions under their jurisdiction. While this observation applies more accurately to the universities, colleges have also been awarded a reasonable measure of autonomy. Skolnik draws attention to the provinces' ambivalence regarding whether to move towards a free-market model of postsecondary education or to tighten public control over it. ... While Skolnik's comments are instructive, the future of Canadian colleges will assuredly rest, not upon an optimistic expectation of continuing fiscal support from provincial governments, but upon their ability to adapt to changing priorities

and to demonstrate their contribution to economic renewal. It seems, too, that government funding will be aimed at programs that demonstrate cooperation in the planning and delivery of education and training. Furthermore, colleges will be expected to ensure improved access to groups such as First Nations, those unemployed as a result of structural changes in the economy, and those seeking new skills to increase their employability." (John D. Dennison, ed., *Challenge and Opportunity: Canada's Community Colleges at the Crossroads*, UBC Press, 1995 at pp. 6 - 8)

The importance of the challenge to change that you have communicated to one another in undertaking your discussions is captured by Professor Dennison when he writes that:

"The issue for the future is how well the overall system (including public and private sectors, distance learning and workplace training, unions and employee agencies, federal and provincial governments) can adapt to the reality of a rapidly restructuring economy and the need for a differently prepared workforce to sustain it. The response to this issue will, ultimately, determine BC's position in the marketplace of the twenty-first century." (pp. 25-6)

Vision of the future

The vision of the future is unclear and the public policy environment within which you work is subject to sudden changes. Some of you are committed to the vision of a learner centered future in post-secondary education. Others of you are more cautious and sceptical.

You referred me to works such as Robert B. Barr and John Tagg, "From Teaching to Learning - A New Paradigm for Undergraduate Education," *Change* (November/December 1995), pp. 13 - 25; "Policy Perspectives - To Dance with Change," Vol. 5, No. 3, Section A, April, 1994 by The Pew Higher Education Roundtable Sponsored by The Pew Charitable Trusts; Michael G. Dolance and Donald M. Norris, *Transforming Higher Education: A Vision for Learning in the 21st Century*, Society for College and University Planning, 1995; and David Stamps, "Community Colleges Go Corporate," *Training* (December, 1995) p.36.

All of you are keenly aware of *Charting A New Course: A Strategic Plan for the Future of British Columbia's College, Institute and Agency System* (February, 13, 1996) which was being prepared and revised by the Ministry as your discussions progressed. Some of you participated in the provincial steering committee that collaborated with the Ministry in developing the strategic plan.

My appointment letter of February 12, 1996 states that: "The budget pressures resulting from federal funding cutbacks and the tripartite strategic plan currently under development will form the background to the facilitated discussions."

While future funding is uncertain, one thing does seem certain. There will be fewer public resources in the near future, if only because the purchasing value of current resources will shrink through increased costs.

Multi-institutional Discussions

In the face of these ongoing and impending challenges and changes, you entered into a Protocol November 8, 1995 with the goal to reach a Framework Agreement for the three fiscal periods 1995/96 to 1997/98 on several difficult issues, including the means to adapt to reduced funding, access, productivity, job security, compensation, labour adjustment and flexibility in program and service delivery.

These issues and the rapidly changing environment in which they have been discussed present formidable challenges for parties who have had an established relationship, a familiarity with their own and each other's respective behaviours and a proven decision making process. You had none of these.

You were ambitious to an extreme and deserve congratulations for the successes that you have had. The JUC, consisting of four autonomous and sometimes competitive unions, came together to forge a working arrangement among themselves. The PSEA selected a committee consisting of a cross section of skills and expertise from competing, avidly autonomous institutions.

There are numerous local collective agreements with different expiry dates. While there is some commonality on many issues in the terms and conditions of these collective agreements, there is no uniformity on any issue and a wide diversity on most.

Your discussions reached an impasse and adjourned on January 26, 1996. Certain of the employees struck at some of the institutes. Despite this, you did not lose your commitment to taking a larger social and system view. You subsequently asked me to act as facilitator for the resumption of the discussions.

Challenge and recommendations

You face the formidable task of creating a frame to begin addressing a shift in strategic direction to meet future learner needs and anticipated reductions in public funding.

You are doing so after years of achieving increased efficiency in the system. B.C. has the lowest cost per unit for post secondary education in Canada.

The short term goal is to facilitate a networked system of autonomous institutions collaborating to improve human resource management practices, market effectively and harmonize program delivery in order to foster a greater learner and labour market development focus without compromising the quality of education.

You undertook your discussions with an unspecified mandate, little relevant data available, no experience in system discussions and insufficient reliable system information. You confronted some fundamental questions that have perplexed the system. You have shared personal sacrifice in commitments of time. You have shared a common commitment to relevant and quality education.

To a very great extent you are in agreement on many important initiatives. Your agreements signal a new approach and start a momentum in a new direction.

My enclosed recommendation for a Framework Agreement incorporates your agreements, with some changes to achieve internal consistency in the document. It builds on you agreements where you still have differences.

The government's commitment to create 2850 new student spaces in the system, which is 3.7% on a base of 77,000, is enabled by your agreement to enlarge class size to accommodate 1600 student FTEs in 1996/97 and 2300 student FTEs in 1997/98.

On the question of compensation, you both committed to the goal of a common instructional salary scale. Attaining it means that higher paid employees forego increases in favour of the lowest paid employees. Staged timing enables the common scale to be achieved by the end of this Framework Agreement.

Achieving a common salary scale within this time means there will be increased annualized costs immediately subsequent to the term of this Agreement. The Ministry has enabled the transition by agreeing to establish a limited system restructuring and reorganization fund as outlined in the memorandum of understanding.

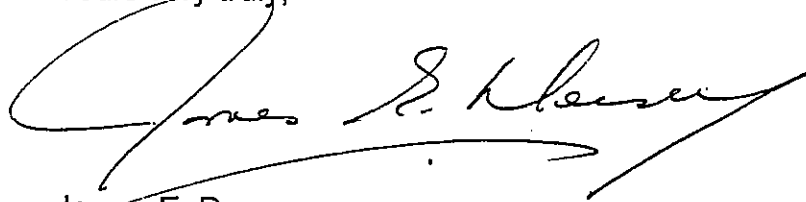
My recommendation adopts the approach on this most critical issue that it is better to do it right than fast. I can adopt this approach because there is time in this calendar year to do it right.

On enhanced job security and processes for system wide integration, my recommendation reflects the following approach: consolidate and celebrate your successes; pause for a short period to allow the Ministry to move forward with its strategic plan; introduce and implement your agreed initiatives; continue to build your relationship; and work toward acquiring the necessary information to pursue your next set of discussions.

The uncertainties associated with implementation of both the productivity and common salary scale present a risk to everyone asked to ratify this Agreement. This risk can be assessed as minimal when compared to the major gains being offered for the future of our public post-secondary college, institute and agency system.

I thank you for involving me in this important milestone and look forward to discussing my recommendation with you.

Yours very truly,

A handwritten signature in black ink, appearing to read "James E. Dorsey". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

James E. Dorsey

encl.

Facilitator's Recommendation

for

Multi-institutional Framework Agreement

**Post-Secondary Employers' Association
on behalf of member institutions
ratifying this Agreement**

- and -

**Joint Union Caucus
on behalf of trade unions
ratifying this Agreement**

Note: This recommendation incorporates agreements between the parties in principle and on specific language. Where there were differences between the parties, the language is that of one or both parties or language fashioned by the facilitator.

**May 15, 1996
James E. Dorsey**

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1.00 Definitions

"Agreement" means this Framework Agreement.

"Collective agreement" or "local collective agreement" means a current collective agreement between an Institution and a Local Union or as may be amended by this Agreement or otherwise but does not include this Agreement.

"Employee" means an employee within a bargaining unit represented by a Union participating in the Joint Union Caucus.

"Institution" means a college, university college, institute or agency created under the *College and Institute Act*, *Open Learning Agency Act*, or *Institute of Technology Act*.

"Joint Administration and Dispute Resolution Committee" or "JADRC" means a committee formed between the Parties to this Agreement;

"Joint Labour Management Committee" means a committee formed by Local Parties with equal Local Union and Institution representation.

"Joint Union Caucus" or "JUC" means a committee of the B.C. Government and Service Employees' Union ("BCGEU"), BCIT Staff Society ("BCITSS"), College and Institute Educators' Association ("CIEA") and the Emily Carr Institute of Art and Design Faculty Association ("ECIADFA") formed for the purpose of negotiating this Agreement.

"Local Union" means the trade union certified to represent employees of an institution and includes locals affiliated with CIEA, the BCGEU, and the BCITSS and the ECIADFA.

"Local Parties" means the Institution and Local Union where both have ratified this Agreement.

"Ministry" means the Ministry of Education, Skills and Training.

"Parties" means the Post-Secondary Employees' Association and the Joint Union Caucus.

"Post-Secondary Employers' Association" or "PSEA" means the employers' association established under Section 6 of the *Public Sector Employers Act*.

"Ratification" means acceptance by an Institution and a Local Union of all of the terms of this Agreement.

"System" means the aggregate of all of the public Post-Secondary Institutions.

“Union” means a faculty association or trade union certified as a bargaining agent at an Institution, both of which have ratified this Agreement.

2.00 Context of First Multi-institutional Framework Agreement

This agreement is entered into pursuant to the Protocol Agreement for System Discussions of November 8, 1995. (Appendix C) The discussions were conducted against the background of funding cutbacks and the on-going development of a new provincial strategic plan for the college, institute and agency system in British Columbia.

The Strategic Plan goals at the time of this Agreement are:

Relevance and Quality: To provide British Columbians with post-secondary education and training to enhance current and future job opportunities and to improve the quality of life and citizenship experienced in the province;

Access: To improve the availability of educational opportunities for the increasing number of British Columbians seeking post-secondary education and training;

Accountability: To enable the system to measure performance as a basis for continual improvements and reporting on overall effectiveness and efficiency;

Affordability: To allocate resources to the system in a manner which focuses the system on achieving these goals of relevance and quality, access and accountability and achieving these goals at costs that are within the provincial fiscal framework and are affordable to students.

The Advanced Educational Council of British Columbia, an association of B.C. colleges, institutes and the Open Learning Agency, recently adopted a learner focused definition of access: *that throughout their lifetimes, British Columbians should have access to educational opportunities that meet their learning needs.*

A learner centered approach to access requires the provincial college and institute system to be comprehensive and to arrange itself to enable learners to meet their learning needs. There must be more focus in the future to ensure service, program and change decisions on a system approach to fulfill this philosophy of access.

At the time of concluding this Agreement, the Provincial Government had announced restructuring of available funding into a series of "funding envelopes."

Base Operating Grants for 1996/97 are to be equal to 97.5% of the 1995/96 funding. New funding equal to 1.4% is to be available from "Learning Partnership" and "Learning Highway and Technology Innovation" funding envelopes.

The Provincial Government announced a Guarantee for Youth initiative that includes a tuition freeze at 1995/96 levels. It also committed to creating 2,850 new student spaces in the system.

The Provincial Government has committed to working closely with the education community to support the necessary changes to ensure affordable and accessible education across the province. At the same time, institutions are being asked to meet or exceed 101% of their 1995/96 approved program profile FTEs, with an additional 3% to be accomplished through the Learning Partnership Envelope.

Except for the common salary scale transition envelope, the Provincial Government is making no provisions in either the Base Operating Grant or the other funding envelopes for salary increases or internal cost pressures facing institutions. General cost increases to institutions are expected to be absorbed through further and on-going efficiency improvements.

To assist in the full implementation of a new common salary scale, the Provincial Government has committed to establish a transition funding envelope of \$1 million (0.3% of system salary costs) for each of the three years 1998/99, 1999/2000 and 2000/01.

3.00 Purposes of Multi-institutional Framework Agreement

The purposes of this Agreement are:

- to further the strategic plan goals;
- to further constructive industrial relations;
- to improve human resource management practices and support structures; and
- to facilitate opportunities to retain experienced educators within the college and institute system and to enable individuals to make choices when confronted with change.

4.00 Comprehensive Public System

4.01 Contract Training and Marketing Society

Education is a public - not just a private - good. It is an integral part of our social fabric. Contract training is an extension of the mission of the public post-secondary colleges and institutes education system and should be an enhanced part of the system. The partners in the system need to effectively and collaboratively market institutional expertise and experience.

The parties will form a system contract training and marketing society to facilitate, enhance and support the initiatives of participating member institutions.

A. Objectives

- To increase the contract training opportunities of the participating institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- To develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- To assist member institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.
- To enhance the employment opportunities within the system.
- To facilitate the development of programs and services in response to contract training needs.
- To assist member institutions in the establishment, development and enhancement of contract training capacities.
- To effectively market contract training and service abilities of the public post-secondary system.
- To assist institutions design contract training activities.
- To provide a mechanism for member institutions to work together as a system, such as a consortium, in order to deliver contract training activities.

- To provide a single contact point or referral agency when desired between purchasers of contract training activities and member institutions with the capacity to deliver the programs and/or services.
- To enable institutions to produce surplus revenues in support of the institutions.

B. Structure

Authority: *Societies Act*

Membership: One representative from each participating institution, one representative from each participating institution selected by the local union(s) and one representative of the Ministry of Education, Skills and Training. Participating institutions means the institutions who have ratified this Agreement and who have chosen to join the Contract Training and Marketing Society.

Directors: Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Joint Union Caucus and one member appointed by the Ministry of Education, Skills and Training.

Two thirds of the directors appointed by each must have expertise relating to contract training and be employed at participating institutions.

Membership Activities: Approve annual business plan of the Society.

Director Activities: Supervise and report on the activities of the Society.

Society Activities:

- To develop appropriate annual financial/business plans.
- To appoint staff as required to fulfill operational requirements.
- To develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives.
- To facilitate the co-ordination of contract training/marketing/career development activities.
- To develop strategies for marketing contract training.
- To meet with potential "customers" to promote the system.

- To meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage.
- To review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs.
- To liaise with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities.
- To develop an inventory of contract training expertise of member institutions.

C. Funding

The parties recommend that base funding be allocated by the Ministry of Education, Skills, and Training for the purpose of the operation and activities of the Society. (Estimated start up costs \$300,000.)

Incorporation and continuance of the Society is subject to the commitment of funding by the Ministry of Education, Skills and Training.

D. Performance of certain work

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members of local unions at the institution.

4.02 Contracting out

A. Additional limitation on contracting out

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

(1) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees; or

(2) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

B. Certain inter-institutional arrangements permissible

Despite any limitation in a local collective agreement, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s) who are covered by this Agreement.

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

C. Scope

Article 4.02 applies only to the employees included within the bargaining units covered by this Agreement.

5.00 Learner Access and Outcome Success

Decreasing resources and increasing demand for learner access require that the education community create efficiencies and promote new methods of appropriate and continuous learning in accessible learning environments.

The introduction of operational changes needs to be managed thoughtfully and to allow for creativity and leadership at the local institution and community while respecting the needs of employees and students.

5.01 Information technologies, instruction and learning

A. Objective

To enhance relevance and quality, access, flexibility, and affordability in post-secondary education, information technologies, such as real-time interactive video, e-mail, Internet-based instruction and other electronically based means for instruction and learning, can and should be applied to supplement class room based learning.

B. Uses of Information technologies

Information technologies can and should be used to:

- maintain and enhance the quality of education and educational support;
- increase access to education and learning by providing greater flexibility for students in relation to their location, schedules, employment status, financial resources, and style and pace of learning;
- provide greater flexibility and choice regarding educational delivery and methods of learning;
- deliver education and educational support more cost-effectively, where appropriate, consistent with relevance and quality;
- maximize access to and utilization of the existing educational capacity of institutions; and
- facilitate collaboration among institutions in achieving efficiencies across two or more institutions through activities such as shared courses.

C. Development and implementation strategies

The development and implementation of specific applications of information technologies to the delivery and support of educational programs should be subject to:

- consultation between the institution, the local union and the faculty in the subject or program in which the specific technological application is planned to occur;
- professional faculty determination of curriculum, subject to the institution's established curriculum-approval processes including the Education Council;

- consideration of the appropriateness of specific technologies and the need for face-to-face interaction or group activity for certain subjects and programs;
- provision of study opportunities, training, practise and orientation to instructors through the use of professional development funds;
- exploring partnerships among institutions to fund exploratory and innovative technologies; and
- pursuing measures to gain acceptance of new technologies by the community.

D. Agreement to increase some class size and facilitate full enrolment

1. Second to fourth year lectures, tutorials or seminars may be increased as follows:

- Where established enrolments is limited to a maximum of 35 students then:

One additional student may be added;
Up to 25% of students may be remote.

- Where established enrolments is limited to greater than 35 students but less than 70 students then:

Up to two additional students may be added;
Up to 40% of students may be remote.

- Where established enrolments is limited to a maximum of 70 students then:

Up to three additional students may be added
Up to 50% of students may be remote

2. E-mail may be substituted for "office hours" type of instructor contact for remote students at any level.

3. Inter-institutional agreements concerning shared courses shall be subject to mutual agreement among the participating institutions and Education Councils.

4. Unless otherwise agreed by local parties, first year and entry level classes will continue to be limited to current class size limits as provided in the collective agreements or as previously established by the institution. Nothing in this Agreement restricts the use of information technologies in these classes.

E. Technological change notice abridged to minimum in some cases

When the introduction of information technologies in the above noted circumstances does not result in the layoff of faculty or in the reduction in the established appointment levels of faculty, time lines for notice and implementation of technological change in the local collective agreement are amended for the duration of this agreement to provide for notice no greater than the notice required by section 54 of the *Labour Relations Code*.

If the introduction of the technological change, however defined in the local collective agreement or in its absence as provided by section 54 under the *Labour Relations Code*, results in a lay-off of faculty or a reduction in the established appointment level the provisions of the local collective agreement apply.

5.02 Access, flexibility, efficiency and productivity

The parties recognize that, to meet the goals of access, affordability and accountability in the context of shrinking public resources and increasing demand for access, all components of the provincial system must strive to be more accountable and cost effective.

Extensive employee and employer collaboration is required to ensure the quality, creativity and willing acceptance of initiatives intended to improve cost effectiveness.

The Parties understand that, consistent with the current Strategic Plan, the Ministry of Education, Skills and Training proposes to implement a system of funding incentives to meet the appropriate performance ranges of student full time equivalent capacity.

Specific strategies by which individual institutions will meet their access targets will be determined on a local institutional basis.

A. Efficiencies aid in increasing access

In this context, the parties agree as follows:

1. Upon ratification, each institution and local union will establish a local Joint Labour Management Committee. There may be one or more such joint committees at each institution as determined appropriate between the institution and the local unions.
2. The structure, composition and procedures of a Joint Labour Management Committee will be agreed to by the parties at each institution.
3. Within six (6) months of ratification of this Agreement, each Joint Labour Management Committee will undertake to identify the monetary savings which may be realized from efficiencies within its institution and which do not impact on collective agreements or result in the layoff of bargaining unit employees. A report on efficiencies identified, their potential monetary savings and the plans of action with respect to implementation will be filed with the JADRC and Ministry no later than March 31, 1997.

B. Access and increased student FTEs targets

The parties further agree that:

- (1) during the academic year 1996/97 student FTEs may be increased by 1400 and an additional 200 FTEs, for a total of 1600, may be added through the use of information technologies under Article 5.01 of this Agreement; and
- (2) during the academic year 1997/98 student FTEs may be increased by 1800 and an additional 500 FTEs, for a total of 2300, may be added through the use of information technologies under Article 5.01 of this Agreement.

C. Increased class size to achieve access targets and increase productivity

The increase in student FTEs will be allocated to institutions on a pro-rated basis. Increases in student FTEs will be calculated on the 1995/96 base of 77,000 student FTEs.

To accomplish these student FTE increases, class size limits may be increased for the purpose of meeting the targets.

For the purpose of determining adequate enrolment levels for course offerings, the threshold test will remain at the level established by the institution prior to an increase in student FTEs.

Immediately upon ratification, local parties will develop a plan to implement the allocated increase student FTEs.

If a dispute arises on the local implementation of the increased student FTEs, it will be referred to the JADRC as a Framework Agreement dispute for expeditious resolution.

Except for identification and implementation of efficiencies by the Joint Labour Management Committee, no further productivity gains through changes to local collective agreements will be sought in local collective bargaining during the term of this Agreement.

6.00 Commitment to Ongoing Employment

6.01 System wide Registry of laid off employees and job postings

A. Electronic Registry

The PSEA will establish and maintain a system wide electronic Registry of eligible employees and the necessary supporting data base.

B. Eligible Employees

Employees covered by this Agreement are eligible for listing on the Registry if they are:

1. Employees who have received notice of layoff or have been laid off since April 1, 1995 and are either
 - (a) regular employees with one (1) FTE year of service; or
 - (b) non-regular employees with two (2) or more FTE years of service accrued through working at fifty percent (50%) workload or greater.
2. Employees who meet the service requirements of 1(b) and have not had appointments renewed since April 1, 1995 are eligible for listing on the Registry.

These employees not eligible for listing on the Registry if they have had their employment terminated for just and reasonable cause, they have accepted early retirement or they have voluntarily resigned their employment.

C. Length of Listing

An employee listed on the Registry may continue to be listed until the earlier of obtaining equivalent employment as a result of being listed on the Registry or the expiration of the term of this Agreement.

D. Implementation

1. An employee applies for listing through his/her Employee Relations Department by completing the agreed form in Appendix A1.
2. The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
3. Unions, employers and eligible employees have the right to access the information on the Registry through a designated computer terminal in any institution or through another computer.
4. A registrant is responsible to ensure the information on the Registry is current and to immediately notify the employer and the local union if s/he is no longer available for employment through the Registry.

E. Notice of Posting

1. Institutions are encouraged to use the Registry for the posting of all available positions.
2. Institutions will post on the Registry all faculty employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the agreed form in Appendix A2.
3. Postings will be removed from the Registry one week after the closing by the institution that entered the posting.

F. Applying for Vacancies

1. It is the responsibility of employees listed on the Registry to inquire and apply for available positions.
2. Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

G. Rights for Employees on the Registry

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be

interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

H. Available Work

A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual and subsequent layoffs. In the case of the hiring from the Registry of an instructor represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.

I. Relocation Costs

Any relocation costs for successful registrants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices, if any, for the position for which the registrant was hired. If funding is available, the cost will be reimbursed to the hiring institution from the Labour Adjustment Fund.

J. Recall and Repayment

An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay all relocation costs received from the institution that hired him or her. Any requirement to make repayment of any severance payment received by him or her from the recalling institution is unaffected by this Agreement.

6.02 Program transfers and mergers

A. Notice of program transfer/merger

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

B. Transfer/merger agreements

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

C. Disputes

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

6.03 Targeted labour adjustment

A. Values

The employers recognize that human resources are one of the most valuable components of the post-secondary education system.

The parties wish to maintain harmonious industrial relations among employers, employees and their unions.

The parties believe that voluntary, local solutions provide the best approach to accommodating and achieving labour force adjustments.

B. Employer commitments

It is agreed that the institutions will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on their work force.

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

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvass employees in the targeted area or other related areas over a fourteen (14) day period, or such longer time as the joint labour management committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

C. 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 institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s).

1. Job sharing.
2. Reduced hours of work through partial leaves.
3. Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
4. Paid and unpaid leaves of absence for use to seek alternate employment, pre-retirement adjustment, retraining, etc.
5. Voluntary severance with up to six months' severance payment.
6. Workload averaging.
7. Purchasing past pensionable service. If permissible, the employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.

8. Combined pension earnings and reduced workload arrangements to equal 100% of regular salary.
9. Early retirement incentives pursuant to local collective agreements.
10. Agreed secondment.
11. Retraining.
12. Trial retirement.
13. Continuation of health and welfare benefits.
14. Combinations and variations of the above or other alternatives.

D. Layoffs may occur

Once strategies other than layoff have been explored, the institutions will proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system wide layoff Registry will be available.

E. No stacking of entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

6.04 Labour Adjustment Fund

The parties agree to request the Ministry of Education, Skills and Training to establish a Labour Adjustment Fund to be administered by PSEA for the benefit of all employees and institutions covered by this Agreement.

The purpose of the fund is to accommodate the needs of employees and institutions in achieving targeted labour adjustments at an institution through cost sharing.

The Fund is to provide 50% of the cost of labour adjustment strategies up to the amount allocated to the Fund.

The parties recommend that the Ministry consult with them on the eligibility requirements for an institution to gain access to cost sharing from the Fund.

The compensation provided to an employee under this article will not exceed the severance provisions for the displacement of an individual as provided in the local collective agreement.

6.05 Future funding reductions that are likely to cause layoff

The parties recommend that at the time of any a future funding reduction in the total amount of the Base Operating Grant and other funding envelopes during the life of this Agreement that will likely result in layoffs at an institution beyond those contemplated by the terms of the Labour Adjustment Fund, the Ministry of Education, Skills and Training establish a special early retirement incentive fund to encourage voluntary early retirement at each institution consistent with its targeted needs.

The parties recommend that the Ministry consult with the parties about the application and administration of the fund.

The institutions and unions will jointly canvas each bargaining unit to identify strategies to minimize potential layoffs before affected employees may choose voluntary early retirement.

The purpose of the fund is to resolve downsizing problems when other solutions are unavailable or unlikely to resolve the problems within a reasonable time. Priority candidates for early retirement are likely to be employees employed at an institution where there is limited alternate employment and in circumstances where early retirement would assist in other voluntary reduction initiatives. When more than one employee qualifies for the early retirement incentive, candidates would be chosen on the basis of service seniority.

The parties recommend that eligible employees at each institute who opt for voluntary early retirement be able to choose to receive a lump sum payment from the special fund, or the equivalent in paid leave prior to retirement.

Eligible employees will not be permitted to stack the lump sum payment from this special fund onto existing early retirement plans under local collective agreements. They will be eligible for retirement provisions or allowances which would normally be afforded retirees.

7.00 Human Resource Practices and Support Structures

7.01 Labour relations database

The parties believe that their on-going and collective bargaining relationships can be enhanced through useful, timely and accessible data on relevant matters, including those listed below.

The parties agree to provide and support the accumulation and dissemination of available data to the Information Management Centre initiative proposed in the Ministry's March 11, 1996 "Strategies for British Columbia's College, Institute and Agency System." The parties may undertake joint projects for the comparative analysis of the data.

The parties recommend that the Ministry of Education, Skills and Training provide one-time funding to assist in the gathering of the data.

Health & Welfare:

- types of coverage
- participation rates
- premiums
- cost sharing
- commission costs
- available studies commissioned by Government agencies
re: comparative benefit analysis
- carrier contracts

Collective Bargaining

- salary information by classification
- demographics - age, gender, salary, placement, status
- collective agreements within system - disks
- pension plan participation rates

Contract Administration

- arbitration, Labour Relation Board and other decisions and costs thereof for the system
- local letters of understanding

7.02 System benefit administration

The Parties agree to work together to achieve competitive benefits that serve the interests of employees and institutions.

The PSEA will consult the JADRC regarding the development and implementation of system-wide efficiencies in the provision and administration of employee benefits.

7.03 Resolving jurisdictional disputes

The Jurisdictional Dispute Resolving Process in Appendix B will be used by all institutions and local unions covered by this Agreement for the duration of this Agreement.

7.04 Joint Administration and Dispute Resolution Committee

A. Formation and composition

A Joint Administration and Dispute Resolution Committee (JADRC) will be formed by the parties to this Agreement by July 15, 1996. The Committee will consist of four (4) representatives of the PSEA and four (4) representatives of the JUC.

B. Operation

The Committee will meet every two (2) months or as often as required to review outstanding matters. A quorum for making any decision must be a minimum of four (4) representatives with equal representation from PSEA and JUC. The Committee will establish its own procedures and protocols; however, decisions will be mutual decisions between the parties.

C. Purpose

The purpose of the Committee will be to assist the parties to this Agreement and local parties in the administration of collective agreements and resolution of disputes by:

- providing a forum for dialogue between the parties to this Agreement respecting issues impacting labour relations;
- resolving local disputes over the implementation of increases in class size to achieve local access targets and recommending resolutions for any other local dispute referred to it;
- appointing mutually agreed Umpires as needed for the operation of the Jurisdictional Disputes Resolution process at Appendix B to this Agreement; and

- developing strategies to reduce arbitration and related costs.

D. Functions

The functions of the Committee will be as follows.

(1) Framework Agreement Disputes

When the local parties identify an issue of dispute, they will attempt to resolve that issue locally on a without prejudice basis to this Agreement.

The process for dealing with unresolved disputes arising from the interpretation, application, operation or alleged violation of this Agreement will be as follows:

(a) The dispute will be referred to the JADRC for a binding recommendation for settlement of the dispute within thirty (30) calendar days of referral.

(b) If the dispute is not resolved by the JADRC making a binding recommendation, the matter will be referred to James Dorsey, or another mutually acceptable arbitrator, for resolution pursuant to the provisions of the *Labour Relations Code*. The arbitrator's fees and expenses will be borne equally by the parties to this Agreement. Recovery of such costs will be addressed by each party through it's own process.

(c) If a dispute over local implementation of the increased student FTEs or application of any aspect of this Agreement to parties at the Open Learning Agency is not resolved by the JADRC making a binding recommendation, the matter will be referred to James Dorsey for a final and binding decision. Mr. Dorsey will determine his own procedure and will have the option of seeking a mediated settlement. Mr. Dorsey's fees and expenses will be borne equally by the local parties.

(2) Interpretive Assistance - Local Agreements

Local parties may agree to jointly submit a brief statement of facts regarding the application, interpretation, operation or alleged violation of a local collective agreement.

The JADRC shall, within thirty (30) days of receipt of a statement of facts, submit a recommendation for resolution or refer the matter back to the local parties.

The referral of an issue in dispute to the JADRC does not suspend or delay the local grievance/arbitration or other process unless the local parties agree to such a delay or suspension pending a recommendation from the JADRC.

8.00 Compensation

Currently the instructional wage rate across the system varies from a low of \$36,336.00 to a high of \$64,318.00 within pay scales having from seven (7) to seventeen (17) steps. Until information is available from the data base initiative in this Agreement or other sources, accounting practices across the system do not enable the parties to identify and differentiate unit labour compensation.

The parties agree that a desirable framework goal is one common salary scale for all instructional faculty, counsellors, librarians, curriculum designers and any other designation currently compensated at the instructor's rate of pay.

Ultimately the entire compensation under each local collective agreement should incorporate and reflect compensation for comparable workloads and benefits.

Effective March 31, 1996 - An increase of 0.8%

All salaries will be increased by an amount established by applying 0.8% to the aggregate value of current salary and benefits, which benefits are valued at 16.5% of salary, less any previous salary increases for 1995/96.

No salary scale shall exceed \$64,318.00 - the current highest. Eligible employees will be paid the difference between \$64,318.00 and the 0.8% increase as a cash payment. This is to prevent an even greater spread between the highest and the lowest.

A pending arbitration to address a January 1, 1995 salary adjustment at BCIT between the local parties remains outstanding. The first 0.8% of any increase under that arbitration is to be treated as the March 31, 1996 increase of 0.8% under this Agreement. If that award results in one or more salary steps in excess of \$64,318.00, they will be red circled.

Effective April 1, 1997 - Achieving a common salary scale

The Rules

1. A fourteen step salary scale will replace all existing salary scales for all instructional faculty, counsellors, librarians, curriculum designers and any other designation currently compensated at the instructors' rate of pay in all collective agreements at all institutions party to this Agreement.
2. No employee's salary will be reduced as a result of implementation of the new scale.
3. The increment anniversary date on the new common scale for employees at the top step of their current salary scale on the implementation date at their institution will be twelve calendar months from the date of the implementation. All other employees will maintain their existing increment anniversary dates.
4. Requirements and restrictions on placement and progression on the salary scale under local collective agreements are not intended to be altered by the creation and implementation of a new common salary scale, but may have to be modified by agreement of local parties to account for the new common scale.
5. A system wide increase equal to 1.8% of compensation will become effective in 1997/98. This amount represents a general increase consistent with other public sector settlements plus shared productivity from employee participation in achieving increased efficiencies and collective agreement changes that enable increased student access through increased class size and topping up classes using information technologies. All of these are contained in this Agreement.

The Unresolved Problem

Creating a common salary scale for twenty seven collective agreements at twenty one institutions, with their disparate histories, is a formidable task. The parties were unable to generate the data to enable accurate modelling that could be given close technical scrutiny.

This change is one that will set an entirely new course for an indeterminate period of time and an error at the point of launching the new scale could have exaggerated adverse consequences in the near future for either of the parties, those they represent, the public and the future of these discussions.

The establishment of the new scale must be done correctly. Adequate time must be taken to do it correctly.

Knowing what population of employees will be covered by the new scale is an important element in doing it correctly. Unfortunately this makes ratification somewhat of a leap of faith - as is starting off on most major new directions.

Moving to a common fourteen step salary scale in 1997/98 requires that two significant variables and cost drivers be identified. They are the dollar amount of the top step and the size of the increment steps.

Containing costs at each institution in 1997/98 to 1.8% can be easily achieved by staggering implementation dates at the institutions throughout 1997.

While staggered implementation contains the actual 1997/98 cost, it produces disparate annualized costs among the institutions in the following years.

Freezing or delaying increments, particularly for those at the higher steps, can temporarily lessen the annualized cost while still helping lesser paid employees to progress.

Ensuring that each employee receives a minimum payment at the initial transition to the common scale can assist in easing any adverse consequences, like delayed increments. Depending on the amount, it can also affect the maximum in the scale or the size of the step increments.

Diverting money to adjust the salary scales or rates of other full time or part time employees will impact the two key variables of maximum step amount and increment size in the common scale.

The same consequence can flow from removing or modifying requirements and restrictions on placement and progression through the common salary scale.

How much the annualized cost at each institution and across the system in 1998/99 and 1999/2000 exceeds 1.8% is a function of four key variables - the amount of the maximum step; the size of the increment step; the distribution of the employees across the new scale; and the timing and extent of their progression through the scale.

The parties do not have the institutional specific data that enables them to accurately project the costs of their respective proposals into 1998/99 and 1999/2000. This is necessary to be able to design a common salary scale with confidence that, on full implementation, has an annualized cost in 2000/2001 that does not exceed 101.8% of the 1996/97 cost plus \$3 million. This was the commitment that the parties made to each other in the April 26 memorandum of understanding. They accepted that the scale, once set within these constraints, could be renegotiated in 1998.

The Solution

Working with the five Rules stated above and using a maximum step amount no higher than \$64,318.00 and no lower than \$60,500.00, the parties will design a salary scale.

The method for determining its annualized cost in 1999/2000 will be as follows:

1. Using the costs for 1996/97 for all the parties who have ratified this Agreement calculate the 1.8%.
2. Using current salary scales, employee populations, increment anniversaries (without delays) and, based on past experience, assuming any probable changes through progression, retirement, resignation and so on for all the parties who have ratified this Agreement, determine the cost for 1998/99.
3. Using the proposed scale maximum and increment steps, transfer employees to the proposed scale and make the expected progressions through the scale to 1999/2000 based on past experience with retirements, resignations and so on. Then cost for 1999/2000.
4. The difference between the base cost (#1) and the increase of the 1999/2000 cost (#3) over the 1998/99 cost (#2) must be no greater than \$3 million.

Time for final resolution

The earliest that the common salary scale could be implemented at any institution is April 1, 1997.

The parties are to reach agreement on the common salary scale and all related compensation aspects by October 11, 1996. If they are unable to resolve all aspects, then the matter will be referred immediately to James Dorsey for final and binding decision to be rendered no later than December 13, 1996. Mr. Dorsey will determine his own procedure. He will have the option of seeking a mediated settlement and engaging expert technical assistance. His fees and expenses will be borne equally by the parties.

9.00 Ratification and Effect of Ratification

1. Each party will submit this Agreement for ratification by their principals.
2. Ratification by each institution and local union will be completed by June 14, 1996.
3. Upon ratification by both local parties to a collective bargaining relationship or collective agreement, this Agreement will come into full force and effect for the bargaining unit. Collective bargaining between an institution and local union on all monetary issues and workload changes, to the extent to which they have a monetary impact, ceases upon ratification of this Agreement.
4. Ratification by an institution and local union amends the terms and conditions of their collective agreement to the extent necessary for the full implementation of the terms and conditions of this Agreement except where specific exceptions or exemptions have been included in this Agreement.
- 5(a) Notwithstanding ratification and subject to (b) and (c) and 7 below, local parties retain full rights to bargain collectively any provisions not covered by this Agreement.
 - (b) During the term of this Agreement all disputes over unresolved terms in collective bargaining must be either left unresolved until the expiration of the term of this Agreement or submitted by either party for final and binding interest arbitration by James Dorsey, who will have the option of seeking a mediated settlement.
 - (c) The local parties may agree to the procedures for, or method of, interest arbitration. In the absence of local party agreement, Mr. Dorsey will determine his own procedure. His fees and expenses will be borne equally by the local parties.
6. Retroactive operation of any provisions of this Agreement must be as stated within the body of this Agreement.
7. This Agreement may only be amended by the written agreement of the PSEA and the JUC.
8. Upon ratification by the local parties at the Open Learning Agency they will determine how this Agreement applies to its unique circumstances. If a dispute arises between the local parties, it may be referred by either party to the JADRC as a Framework Agreement dispute.

10.00 Term

This agreement will remain in effect until March 31, 1998.

Either party may give notice to the other to commence discussions for a renewal of this Agreement not later than December 31, 1997.

**APPENDIX A1
POST SECONDARY EMPLOYERS' ASSOCIATION LAY-OFF REGISTRY
FORM 001**

0. (for PSEA use only:)
 1. College or Institute:
 2. Registrant:
 3. Service Date (length of service):
 4. Program/Area:
 5. Date of Lay-off Notice:
 6. Date of Availability/Lay-off:
 7. Registrant electronic Resume available at:
-

College Personnel Contact Person:

College Personnel Contact phone number:

Bargaining Unit Contact Person:

Bargaining Unit Contact phone number:

Information Release Waiver for the purposes of the *Freedom of Information and Protection of Privacy Act*

I agree that the above personal information including my resume (if available) can be made available to prospective Institutional employers and union via the internet or other means.

Signature of Registrant

Date

APPENDIX A2
POST SECONDARY EMPLOYERS' ASSOCIATION POSTING REGISTRY
FORM 002

0. (For PSEA use only)
1. College and Location
2. Job Title
3. Area/ Program/ Discipline(s)
4. Job Description
5. Start Date
6. Close Date
7. Contact Person and Address

APPENDIX B JURISDICTIONAL DISPUTE RESOLVING PROCESS

A. Preamble

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

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

B. Process

1. When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.

2. For a new position or when a significant change has occurred, a local party may request a meeting pursuant to 3 below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.

3. When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.

4. When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.

5. The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.

6. The Umpire will convene a hearing within twenty-one (21) days receipt of the initial referral.

7. The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing in to the matter.

8. The hearing will be expedited in all respects and conducted on an informal basis.

10. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.

11. In determining the appropriateness of bargaining unit placement, the Umpire shall consider:

- job elements;
- past practise;
- impact on industrial relations;
- community of interest;
- employee preference, fairness and equity;
- certification definition(s);
- and such other factors as deemed appropriate by the Umpire.

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

14. The parties will accept the decision as final and binding on each of them.