

MEMORANDUM OF AGREEMENT

between

NICOLA VALLEY INSTITUTE OF TECHNOLOGY
(hereinafter called "the Institution")

and the

NICOLA VALLEY INSTITUTE OF TECHNOLOGY EMPLOYEES' ASSOCIATION
(hereinafter called "NVITEA")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NICOLA VALLEY INSTITUTE OF TECHNOLOGY (hereinafter called "the Institution"), AGREE TO RECOMMEND TO THE NICOLA VALLEY INSTITUTE OF TECHNOLOGY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE NICOLA VALLEY INSTITUTE OF TECHNOLOGY EMPLOYEES' ASSOCIATION (hereinafter called "NVITEA"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-10 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Effective Dates**

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

3. **Appendix "A"**

NVIT and NVITEA agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

4. **Appendix "B"**

NVIT and NVITEA agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2012 FPSE Compensation Template (FCTT) dated February 2, 2013.

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 16 day of April, 2013.

BARGAINING REPRESENTATIVES FOR
NVIT:

Shirley Whitaker

BARGAINING REPRESENTATIVES FOR
NVITEA:

U. S. L.

Employer Package

In an effort to achieve a conclusion to the collective bargaining NVIT is presenting this package of residual articles on a comprehensive basis.

The language in this package must be accepted in its entirety.

This package does not include green sheets previously agreed to and signed off.

Any items not addressed in this package are considered withdrawn.

Date: ___ April 16, 2016 _____

Time: ___ 22:00 _____

Employer Proposal (Package)

MOA Sign Off

MOA – IIG/IIGSFA/NVIT/NVITEA

The parties agree that the Memorandum of Agreement between IIG/IIGSFA/NVIT/ and NVITEA signed on July 5, 2007 has been fully executed and is therefore no longer required in the collective agreement and can be deleted.

Employer Proposal (Package)

Housekeeping

Housekeeping

1. The parties agree to amend the title page to show "herein after called "NVIT" or the "Employer" and "herein after called the "Union" or NVITEA.
2. The parties agree to update and keep current all job titles as used or referred to throughout this collective agreement.
3. The parties agree to move Article 31 – Retroactivity and Article 32 Term of Agreement to the end of the Collective Agreement and renumber the appropriate articles accordingly.
4. The parties agree to renumber references to other local agreement articles, Common Agreement articles, or LOUs as required.
5. The parties agree to add BC Family Day to the list of statutory holidays in Article 24.2.1.

Employer Proposal (Package)

Article 7.2 & 7.3

Article 7.2 Bargaining Unit Description

7.2 At the signing of this Agreement, the positions ~~not included in~~ excluded from the bargaining unit are:

- President
- ~~Vice President Corporate Services~~
- Vice President ~~Learning Services & Community~~ Academic and Strategic Partnerships
- ~~Dean of Distributed Learning Academic Programs~~
- ~~Dean of Instruction and Student Success~~ Community Education and Applied Programs
- Director of Finance and Integrated Systems & Institutional Research
- Director of Enrolment Services Students and Registrar
- Manager of Campus Operations
- ~~Manager of Finance~~
- Manager of Budgets and Financial Institutional Reporting
- Manager, IT Infrastructure ~~Computing and Communications~~
- Manager, IT Applications
- Manager of Human Resources and Facilities
- Administrative Coordinator, Community Education
- ~~Administrative Assistant to Vice President Corporate Services~~ Assistant
- Human Resource Officer
- Executive Assistant to the President and Board
- Administrative Assistant to Vice President ~~Learning Services & Community~~ Academic and Strategic Partnerships
- Associate Registrar
- Assistant to the Deans

7.3 The parties agree that should additional positions be added to the above list, the Union will be provided a copy of the posting. Should the Union disagree with the addition the Union will inform the ~~Vice President Corporate Services~~ Manager of Human Resources and Facilities in writing prior to the closing date. Failure to inform NVIT within the posting period will be deemed to be viewed as agreement by acquiescence. In the event that the parties cannot mutually agree, the Union may take recourse as provided under the BC Labour Relations Code.

Employer Proposal (Package)

Article 11

Article 11 Professional Development

11.1 General

- 11.1.7 Each employee who has been granted PD professional development leave shall prepare a report of those activities and submit the report to the appropriate Senior Manager and the Joint Professional Development Committee. Faculty will then be encouraged by the parties to share their experience in the spirit of shared learning and professional development.

11.3 Professional Development – Faculty

- 11.3.1 Subject to article 11.3.3 Leave with pay for PD professional development activities, shall be granted by the Employer. Such leave shall be for the purpose of supporting and assisting faculty employees to upgrade their knowledge and skills for continuing professional responsibilities; to improve the quality, effectiveness and efficiency of programs and services at NVIT the Institute, or for career advancement in the post-secondary system.
- 11.3.2 Twenty (20) duty days of PD professional development leave with pay are available each calendar year for continuing faculty employees who have completed probation, ~~to pursue professional development activities.~~
- 11.3.3 The scheduling of PD professional development leave shall be mutually agreed to by the employee and the Institute subject to Article 22, Workload and Hours of Work.
- 11.3.4 Time taken to attend training or sessions at the request of the Institute NVIT shall not be considered as part of the annual PD professional development leave.

Employer Proposal (Package)
Article 11

Article 11 Professional Development

11.2.3 Professional development funds for continuing employees shall normally not exceed ~~\$1000.00~~ \$2000.00 per person per fiscal year.

11.2.4 Upon approval by the Joint Professional Development Committee any professional development funds remaining as of March 31st may be used to provide indemnity to eligible employees. Eligible employees are those who have requested professional development funds in the current fiscal year and who have spent more than the maximum amount allocated to them prior to March 31st. Eligible employees will be required to provide receipts and will be paid equitably from any remaining funds to a maximum amount of \$250.00 each.

11.2.5 The JPDC will produce a year end report on the use of professional development activity and the use of funds. The purpose of this report, which shall include costs, shall be to monitor professional development efficiency. This report will be made available to the President of NVIT and to the Union.

11.2.6 Upon request, NVIT shall provide to the Union an accounting for all professional development expenditures.

Employer Proposal (Package)

Article 14

Article 14 Discipline, Suspension, Dismissal

This Article provides a formal method for the handling of disciplinary procedures. Before any formal disciplinary measures ~~as stated below~~ are taken, the Employer should NVIT will take all reasonable steps to discuss and resolve the issue with the employee. NVIT may choose to use an Aboriginal traditional method for conflict resolution or may choose to use a different method.

- 14.1 No employee shall be disciplined, suspended, or discharged except for just cause and only on the written authority of the President.
- 14.2 Progressive discipline steps shall be initiated for inappropriate conduct as warranted. The means of discipline, in order of increasing severity, are but not limited to:
- verbal warning
 - written warning
 - written censure or letter of reprimand
 - ~~adverse evaluation reports~~
 - trial periods
 - suspension
 - dismissal

One or more of the disciplinary steps may be applied in any given disciplinary case.

- 14.3 At any meeting between an employee and a representative of the Employer NVIT, which is disciplinary, the employee has the right to be accompanied by a representative of the Union.
- 14.4 An employee shall be notified verbally of the reasons for any disciplinary action at the time the discipline is imposed. The disciplinary action shall be confirmed in writing within five (5) working days and shall include the reasons and the substance of every allegation against an employee. When an employee is suspended or dismissed, the Union shall receive a copy of the reasons provided to the employee.
- 14.5 An employee considered by the Employees' Association to be wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under Article 15, Grievance Procedure.

Employer Proposal (Package)
Article 15

Article 15 Grievance Procedure

Proposal withdrawn – moved to LOU.

Employer Proposal (Package)

Article 15.13

Article 15.13 Aboriginal Traditional Methods

Proposal withdrawn - moved to LOU

Employer Proposal (Package)

Article 17.1.2

Article 17.1.2 Probation Period

17.1.2

~~For support staff, T~~the probationary period for support staff placed at Group 1, 2, or 3 on the support staff scale shall be the equivalent of working full time work for six (6) months.

The probationary period for support staff placed at Group 4 or higher on the support staff scale shall be the equivalent of full time work for twelve (12) months.

No support staff shall serve a probationary period greater than ~~twelve (12) calendar months~~ twice the length of the original probationary period.

Employer Proposal (Package)

Article 20.3.3

Article 20.3.3

~~In the event that~~ If a Union employee will be laid off, NVIT will notify the Union at least 30 working days prior to the date that notice in Article 21.5 must be given. NVIT may, at its sole discretion, choose to inform the employee during this time, but may not inform the employee before notification to the Union. The parties shall meet and consider all options, in an attempt to avoid the lay off. Some of those options may be, but shall not be limited to, cross functional area appointments.

At the same time as an employee is given layoff notice, an updated seniority list will be provided.

Employer Proposal (Package) Article 21.8

21.8 Staff Layoff

Proposal Withdrawn – Moved to LOU

Employer Proposal

Article 24.1.4.1

Article 24.1.4.1 Vacation Leave

Vacation will be taken at a time mutually agreed upon between the employee and the Employer. Requests for vacation leave shall be submitted for approval by May 31st of each year.

Employer Proposal (Package) Article 30.0

Article 30 Health & Welfare Benefits

Proposal Withdrawn

Employer Proposal

Article 32.1

Article 32.1 – Term of Agreement

The term of this Agreement shall be from April 1, 2010 to March 31, 2014. The provisions of this Agreement shall remain in force and effect after that date, until a new Agreement has been settled.

Employer Proposal (Package)

Article LOU #1

LOU #1- Employee Evaluations

The parties agree to delete current LOU #1 and move item to new LOU #1

Employer Proposal (Package)
LOU #1

Letter of Understanding #1 – Union Management Committee Agenda
(new)

The parties agree that the following issues will be added to the agenda of the first Union Management Committee meeting following ratification of this agreement:

- Aboriginal Traditional Methods for Conflict Resolution
- LTD Replacement
- Grievance Procedure
- Support Staff Layoff
- Course / Employee Evaluations

Employer Proposal (Package)

Article LOU 2

LOU#2 Academic Issues

The parties agree to renew LOU #2.

Employer Proposal (Package)
LOU #3

Letter of Understanding #3 – Use of Office Space

The Employer will provide to the Union, for a fixed monthly fee of \$100.00, the use of an office ~~U052~~ inclusive of heat, power and Internet access. Reasonable telephone use and photo copying will be included unless, from NVIT's point of view, the cost associated with those two items becomes unreasonable. Should that occur, NVIT retains the right to renegotiate the rental amount in such circumstances.

At any time during the term of this Agreement, either party may terminate this LOU after the provision of ~~30~~ 60-calendar day's notice in writing.

Employer Proposal (Package)

Article LOU 4

LOU #4

The parties agree to delete:

Letter of Understanding 4 – Half-time Continuing Positions

LOU #54 – Support Staff Issues

The NVITEA and Management shall agree to create a joint committee to address the following:

- Support staff temporarily reassigned to higher or lower positions;
- Staff taking over additional responsibilities due to emergency absence of another support staff employee; and
- Staff promoted to a higher position.
- ~~A joint management/union process for evaluating scale placement for new positions or positions substantially changed~~
- ~~Study of alternative scales and objective placement methodology, for future implementation for new or substantially changed positions~~
- ~~Factors influencing increments~~

~~The committee shall be formed within 120 days of acceptance of the local bargaining issues. The purpose of the initial meeting will be to determine the terms of reference for the joint committee.~~

Employer Proposal

Article 6.3

Date: Apr 5 2013

Time: 4:45

Article 6.3 - Appointment of Stewards—Union Executive

The Union agrees to advise NVIT of the names of the stewards and Union Executive and the changes as they occur.

FOR NVIT

Theresa Whitaker
[Signature]

FOR THE NVITEA

[Signature]
A. Jenkins

Employer Proposal

Article 10

Date: Apr 5 2013

Time: 4:45

Article 10 – Union Management Committee

Article 10 Union-Management Committee

10.1 The Union and NVIT recognize the mutual value of ongoing joint discussions through a Union-Management Committee on matters pertaining to working conditions.

10.2 Composition

10.2.1 The Committee shall be composed of two (2) representatives of the Employer NVIT and two (2) representatives of the Union. If possible, at least one (1) of the representatives of the Union and one (1) representative of NVIT will have been members of their respective negotiating committees.

10.2.2 Additional representatives or resource people may attend the meetings from time to time in order to provide information and/or assistance to the Committee.

The Committee shall be chaired on a rotational basis with a member of NVIT's delegation chairing on even numbered years and a member of the Union's delegation chairing on odd numbered years. The chair will be responsible for the preparation and circulation of the agenda, minutes of the meetings, and the arrangement of the meeting rooms.

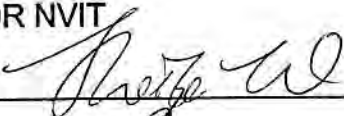
10.2.3 The Committee shall meet at least once per academic year, be constituted within one (1) month of the signing of the Agreement. The committee shall then meet at least once each semester or at the request of either party to discuss and make recommendations to their respective principals on, but not limited to such issues matters as:


- changes to employee benefits,
- position classifications,
- services,

- labour-management relations.
- issues with the application or interpretation of parts of this Agreement,
- matters of employer-employee relations arising out of this Agreement,
- recommended amendments or additions to this Agreement whether or not there is an unresolved grievance or collective bargaining is underway,
- operational priorities,
- program performance and student enrollment,
- matters referred to the committee pursuant to the grievance procedure, and
- policy matters under consideration by NVIT ~~the Employer, which may be in conflict with the Agreement.~~

10.2.4 The Committee shall not have the authority to bind either party to this Agreement or any agreement, but it may make recommendations to the parties' principals.

FOR NVIT





FOR THE NVITEA





Employer Proposal
Article 16

Date: Apr 5 2013

Time: _____

Article 16 Job Postings & Vacancies

16.1 Posting

Notices of bargaining unit vacancies shall be dated and posted on a designated bulletin board, circulated via staff email to the Union executive, and posted on the NVIT website for a minimum of ten (10) working days. Employees wishing to apply for the vacancy shall submit a resume within the time period as described in the posting.

16.1.1 The job posting will contain the title for the position and a brief description of the duties, qualifications, skills, ability and experience required, as well as the salary. The posting will also indicate whether the position is continuing, or term, the resume review date, the expected start date, and any other pertinent information.

16.1.2 Qualified employees who are on a continuing appointment and who apply for a posted position may be granted an interview. NVIT will offer the position to the most suitable candidate so long as that person meets the qualifications required.

16.1.3 The BC Human Rights Code permits NVIT to prefer persons of Aboriginal ancestry in hiring and promotion. NVIT is committed to hiring and promoting suitably qualified Aboriginal people.

16.1.4 (new)

A posting is not required when:

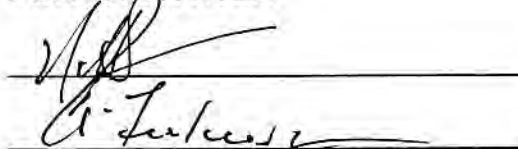
1. An immediate need for a term employee is identified due to circumstances beyond the control of NVIT, and
2. the Union consents.

The consent of the Union will not be unreasonably withheld.

FOR NVIT



FOR THE NVITEA



Employer Proposal

Article 21.6.1

Date: Nov 5 2013

Time: 4:45

Article 21.6.1 Severance

~~Continuing faculty employees have five working days, after the date on which the layoff notice was given, to elect to receive severance and to submit a written request to the Vice President Corporate Services.~~

In the event of a pending layoff, NVIT may negotiate a severance package with the employee.

FOR NVIT

Theresa G. Whitaker
[Signature]

FOR THE NVITEA

[Signature]
A. Funder

Employer Proposal

Article 21.7

Date: Apr 8, 2013

Time: email 13:30



Article 21.7 – Faculty Recall

- 21.7.1 Faculty employees shall remain on the recall list for one (1) year from date of layoff. If NVIT determines that the number of continuing or term faculty employees will be increased in a specific department/discipline/program, it shall recall in the reverse order of layoff (i.e. last out, first back) to those employees who were previously employed in this area and who had been laid off within the previous year. If not one is available who meets the above conditions, a short-listing and interview opportunity will be provided to those employees who are fully qualified in this area and who had been laid off within the last year.
- 21.7.2 Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.
- 21.7.3 No new continuing or term employees shall be hired until employees on the recall list with the minimum qualifications have been given first right of refusal.
- 21.7.4 Upon being notified of the anticipated vacancy, the recalled employee will have 14 calendar days to accept the position. If the employee fails to notify the Manager of Human Resources and Facilities in writing within the fourteen days, the employee will have been deemed to have refused the offered position.

FOR NVIT

A handwritten signature in black ink, appearing to be "Shirley W", written over a horizontal line.

FOR THE NVITEA

A handwritten signature in black ink, appearing to be "K. Lubner", written over a horizontal line.

Employer Proposal

Article 21.9

Date: Apr 8, 2013

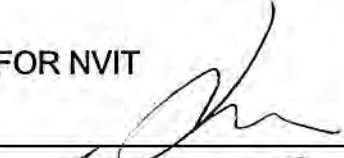
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21.9 Staff Recall

- 21.9.1 Staff employees shall remain on the recall list for six months from date of layoff. Recall shall occur in reverse order of layoff, provided the employee has the minimum qualifications to perform the duties of the vacant position. Term employees are not entitled to be recalled to continuing positions.
- 21.9.2 Employees are required to notify the Employer of their current address and telephone number to maintain their status on the recall list.
- 21.9.3 Staff employees may refuse recall to work if given less than one week to report to work.
- 21.9.4 Upon being notified of an anticipated vacancy, the recalled employee will have 14 calendar days in which to accept the position. If the employee fails to notify the Manager, Human Resources & Facilities in writing within the fourteen days of being notified, the employee will have been deemed to have refused the offered position.

FOR NVIT





FOR THE NITEA





Employer Proposal Article 22.7.1

Date: April 5, 2013

Time: 4:45

Article 22.7.1 – Instructional Faculty

The normal teaching duties assigned to a full time continuing or term instructor shall be eight (8) sections or equivalent, with no more than the equivalent of 6 preps per academic year. The Academic Year is defined as May 1st to April 30th for the purposes of this article. If that assignment cannot be provided to a full time continuing or term instructor, then the maximum assignment shall be 7 sections, with 7 preps, or equivalent per academic year.


Notwithstanding Article 22.7.8 Overload and the above, upon discussion with the relevant department NVIT may, with the employee's agreement, assign to the employee a workload of 8 sections and 7 preps or 8 sections and 8 preps during an Academic year. In recognition of a workload that exceeds the normal provisions of this Agreement, the employee will be paid the term rate.


FOR NVIT





FOR THE NVITEA





Employer Proposal

Article 23.5.2

Date: Apr 8, 2013


Time: email 13:30

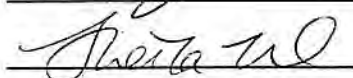


Article 23.5.2 Cultural Leave

An employee may request special leave for the purposes of cultural leave. The leave request must be submitted in writing to the Manager of Human Resources and Facilities, a minimum of 1 month prior to the start of the leave, and must be approved by the appropriate senior manager.

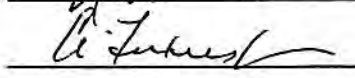
FOR NVIT





FOR THE NVITEA





Employer Proposal

Article 23.6

Date: Apr 8, 2013

Time: email 13:30



23.6 Education Leave

Educational leave is a period of unpaid leave enabling an employee to be freed from regular responsibilities to enable pursuit of educational or professional development recognized as beneficial to NVIT.

The welfare of NVIT and the professional competence of the employees are among the prime considerations of the Department Head, the Dean and the employee when planning educational leave.


Education leave may be combined with earned professional development and vacation time.


Upon agreement between NVIT and the employee, an educational leave without pay may be granted for up to a maximum of 24 months. Any employee granted such leave shall arrange to maintain benefit coverage pursuant to Article 30 of this Agreement and Article 7.5 of the Common Agreement.

An unpaid education leave may be taken as full time or part time.

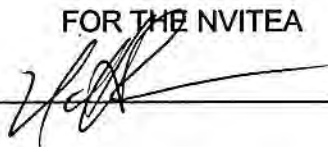
Unpaid education leave shall not be unreasonably withheld.

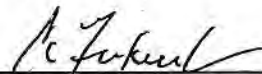
FOR NVIT





FOR THE NVITEA





Employer Proposal

Article 24.2.4

Date: Apr 8, 2013

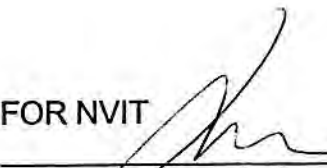
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Article 24.2.4 Aboriginal Day

National Aboriginal Day, June 21, is not a statutory holiday. NVIT believes it is extremely important that it shows support for this National holiday. In celebration of NVIT's Aboriginal mandate, all bargaining unit members scheduled to work on that day will be released from their regular duties to participate in local or regional Aboriginal day festivities.

FOR NVIT





FOR THE NVITEA





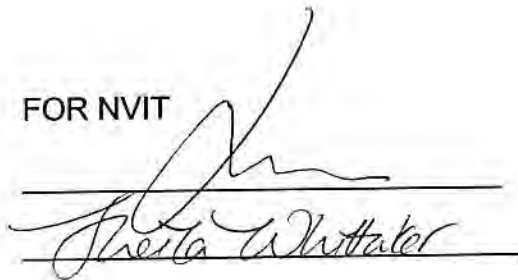
Employer Proposal
Article 25

Date: April 2, 2013
Time: 20:15

Article 25 Allowances

- 25.1 An employee required to travel on Institute business outside of their home campus area will be reimbursed for reasonable expenses for meals, accommodation and transportation. Travel shall be pre-approved by the Institute. Receipts must accompany claims, other than for meals and mileage, which will be at a prescribed rate.
- 25.2 Allowances will be reimbursed as per the Travel Approval and Reimbursement Policy.

FOR NVIT



Sherita Whittaker

FOR THE NITEA



B. Fickel

Employer Proposal
Article 34

Date: Apr 8, 2013

Time: email 13:30



Article 34 Support Staff Salaries

34.1 Compensation

NVIT support staff shall receive compensation increases as per LOU #5 of the 2012 – 2014 Common Agreement.

NVIT

[Handwritten signature]
J. P. [unclear]

[Handwritten signature]
A. Zukus

Employer Proposal

Article 35.2.1.5

Date: Apr 8, 2013

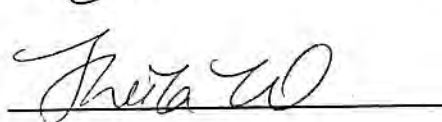
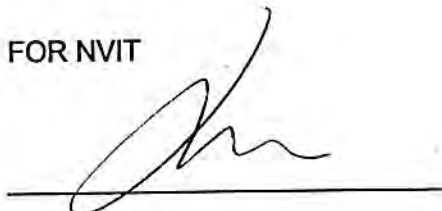
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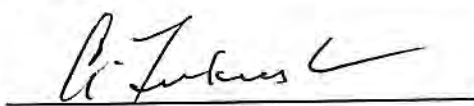
35.2 Placement Guidelines

- 35.2.1.5 Term faculty teaching less than or equal to 2 courses will not be placed on the scale. They will be compensated at the applicable term rate. Term faculty teaching greater than 2 courses will be placed on scale.

FOR NVIT



FOR THE NVITEA



February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

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

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2012
FPSE Compensation Template Table

(FPSE locals referred to as "the Unions")

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

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

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

1. Article 2 – Harassment

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

"2.1 Statement of Commitment

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

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



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

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

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

(b) **New – Letter of Understanding – Harassment Investigators**

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

2. BC Provincial PharmaCare Formulary

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

3. New – Letter of Understanding – Expedited Arbitration

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

4. Article 13 – Effect of This Agreement

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

"Letter of Understanding – Expedited Arbitration"

5. **Article 16 – Common Faculty Professional Development Fund**

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

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

6. **Article 17 - Term**

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

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

7. **Letter of Understanding 4 – Respectful Working Environment**

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

8. **Nicola Valley Institute of Technology**

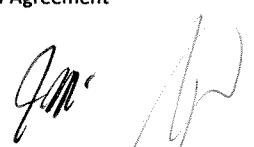
- a) Effective the date of ratification of the local parties' Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees' Association (FPSE Local 19) agree to the "2010 – Faculty Common Table" Settlement which is attached to this template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

9. **Article 12 – Salaries**

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

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.



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

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

(b) "12.2 Secondary Scale Adjustment

12.2.1 Effective January 1, 2013, all steps on secondary scales which were in effect December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.2 Effective April 1, 2013, all steps on secondary scales which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all steps on secondary scales which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.4 Effective January 1, 2014, all steps on secondary scales which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.2.5 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1."

(c) "12.6 Faculty Administrative Stipends

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

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

10. Sectoral Non-regular Research Project

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

11. Northwest Community College

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

12. Housekeeping

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

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



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

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

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

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

FOR THE PARTICIPATING EMPLOYERS:




Rob D'Angelo, PSEA, Chair




Anita Bleick, PSEA, CEO

FOR THE PARTICIPATING UNIONS:



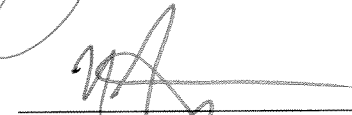
FPSE Local 3, FACNC



FPSE Local 4, DCFA



FPSE Local 6, CORFA



FPSE Local 9, OCFA



FPSE Local 10, SCFA



FPSE Local 11, AWU



FPSE Local 12, CCFA

Karen Shortt

FPSE Local 15, VCCFA

[Signature]

FPSE Local 16, NICFA

[Signature]

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

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

SCHEDULE 2

LETTER OF UNDERSTANDING

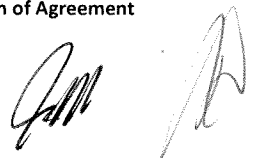
Re: Harassment Investigators

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

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

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

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

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SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

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

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

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

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

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

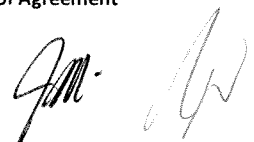
By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

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

8. Mediation

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



9. Issuance of Decision

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

10. Status of the Decision

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

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

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

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

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

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

2. Mandate

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

(a) jointly develop and offer mandatory educational and training programs at each institution, designed to:

- (i) ~~the identification and reduction of~~ enhance understanding of ~~inappropriate interpersonal conflict and bullying, and the effects thereof in the workplace;~~
~~the effects of mental health issues in the workplace, and~~
- (ii) ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.



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

3. Committee Timelines

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

3. ~~Local Joint Process~~

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

4. ~~Expiry of this Letter~~

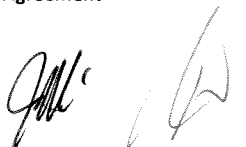
~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

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



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

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

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

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

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")

participating (and whose employers are participating) in the Faculty Common Table,

and

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

representing those of its local unions participating (and whose employers are participating) in the Faculty Common Table

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

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

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

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

1. Protected Grounds – BC Human Rights Code

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

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



2. Mediation

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

“2.3.3 Mediation

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

3. Terms of Reference for Investigators

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

“2.3.5 Terms of Reference of the Investigator

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

4. Labour Adjustment Strategies: Workplace Organization

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

5. **Donor Leave**

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

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

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

6. **Joint Committee on Benefits Administration**

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

“Training for local Joint Rehabilitation Committees.”

7. **Joint Rehabilitation Committee (JRC)**

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

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

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

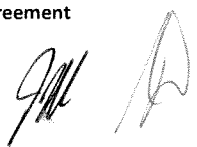
The current Article 9.3.6 will be re-numbered to 9.3.7.

8. **Common Faculty Professional Development Fund**

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

“1. Purpose

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

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

2. Process

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

3. Fund

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

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

9. Term

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

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

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

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

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

11. Joint Committee on Benefits Administration

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

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

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

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

12. Housekeeping

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

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



2010 – Faculty Common Table

- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing “2007” to read “2001” in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with “institution” by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of “institution” to read “‘Institution’ means a ***post-secondary institution*** that has ratified a Collective Agreement that includes this Common Agreement.”; and
- (u) any other housekeeping items mutually agreed to.

2010 – Faculty Common Table

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

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

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

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

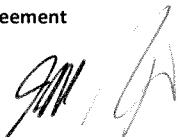
Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712



2010 – Faculty Common Table

Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

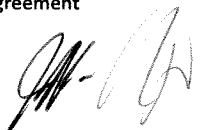
Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

APPENDIX A

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



Appendix "A"

APPENDIX A PROVINCIAL SALARY SCALE

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

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