

MEMORANDUM OF AGREEMENT

between the

Northwest Community College
(hereinafter called "the Employer")

and the

BCGEU Instructors, local 712
(hereinafter called "the union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU INSTRUCTORS, LOCAL 712 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 AND EXPIRING MARCH 31 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for twenty four (24) months from April 01, 2010 to March 31, 2012 both dates inclusive.

3. **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.

4. **Appendix "A"**

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" - Local Interim settlement.

5. Appendix "B"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – Faculty Common Agreement.

6. Ratification

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

Signed this 5 day of April, 2012

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

Suzanne Leflauc

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

[Signature]

MEMORANDUM OF SETTLEMENT

BY & BETWEEN

THE NORTHWEST COMMUNITY COLLEGE

AND

B.C. GOVERNMENT & SERVICE EMPLOYEES' UNION
REPRESENTING EMPLOYEES OF

LOCAL 712 – Instructor Bargaining Unit

Whereas the above noted parties have, pursuant to the Labour Relations Code of British Columbia, bargained in good faith, and have entered into a Tentative Agreement on December 2nd, 2010 in Terrace BC. The terms of the Tentative Agreement are as follows:

1. All proposals agreed to, including but not limited to: wages, term, and housekeeping proposals agreed to during this round of bargaining will be attached to this document and labelled appendix A.
2. All monetary proposals agreed to during this round of bargaining will be retroactive to the date this document was signed by the Parties.
3. All Proposals put forward by either party during this round of bargaining and not dealt with shall be deemed withdrawn on a without prejudice basis.
4. The Parties agree that the proposals regarding "wages" and "no layoffs" will be referred to the Common table for bargaining at that venue.
5. The Union will prepare a draft copy of the Collective Agreement for the Employer to edit within one (1) calendar month of ratification. Both parties will agree to the content of the final draft Collective Agreement prior to the production of a signature copy. The signature copy of the Collective Agreement shall be approved and signed by both parties within three (3) calendar months of the date of ratification.
6. Both parties shall recommend acceptance to their respective bodies and advise the other party of the result as soon as possible following bargaining.
7. The terms of the settlement shall be kept confidential until the Union has had an opportunity to conduct a ratification vote.
8. It is understood that the ratification by the Union of this agreement will be conducted at the same time as the Common Agreement.

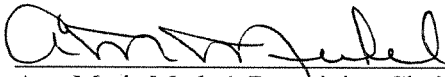
A handwritten signature, possibly reading 'A', is written in black ink. To its right, the initials 'vac' are written in a lighter, cursive script.

9. This Agreement shall be in effect from April 1st 2010 to March 31st 2012, and shall continue in force until the renewal of this agreement.
10. The Parties agree that should the Common table refer any items back for negotiations at the local level the parties remain seized and will return to the bargaining table at the earliest mutually agreed opportunity to bargain said items in good faith.
11. In the event any difficulties arise out of the implementation or preparation of the Collective Agreement, the parties will remain seized.

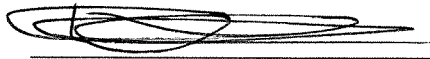
Agreed

For the Union:

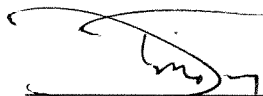
For the Employer:



Ann Marie Merkel, Bargaining Chairperson

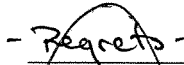

David O'Leary, NWCC



Dennis Carlson, Bargaining Committee


Cheryl Pelletier, NWCC


David Try, Bargaining Committee


Valerie Cochrane, NWCC

~~~~
~~Casey Forslund, Bargaining Committee~~

~~~~
~~Douglas W. Dykens, Staff Representative~~

Date: December 2nd 2010.

ADDENDUM TO THE MEMORANDUM OF SETTLEMENT

BY & BETWEEN

THE NORTHWEST COMMUNITY COLLEGE

AND

B.C. GOVERNMENT & SERVICE EMPLOYEES' UNION
REPRESENTING EMPLOYEES OF

LOCAL 712 – Instructor Bargaining Unit

Whereas the above noted parties have, pursuant to the Labour Relations Code of British Columbia, bargained in good faith, and have entered into a Tentative Agreement on December 2nd, 2010 in Terrace BC, the following amendments are made in good faith on January 25th 2012:

1. The Agreed changes to article 20 shall be amended as noted and underlined below:

(d) For the birth mother, the leave shall commence:

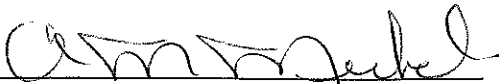
- (i) nine (9) weeks before the expected date of birth, or
- (ii) a date within that nine (9) week period that she chooses, or
- (iii) When she is no longer able to work, subject to the employee providing medical evidence supporting the immediate leave, or
- (iv) The date of birth

2. The agreed language changes to article 26.10 will be amended as follows:


-The percentage of annual salary at time of retirement for age 63 will be adjusted to 20% as the signed off 30% was a typo.

Agreed

For the Union:


Ann Marie Merkel, Bargaining Chairperson

For the Employer:


Suzanne LeBlanc, NWCC

Date: Feb 2, 2012

ADDENDUM TO THE MEMORANDUM OF SETTLEMENT

BY & BETWEEN

THE NORTHWEST COMMUNITY COLLEGE

AND

B.C. GOVERNMENT & SERVICE EMPLOYEES' UNION
REPRESENTING EMPLOYEES OF

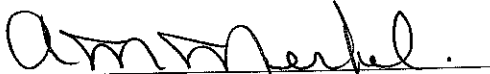
LOCAL 712 – Instructor Bargaining Unit


Whereas the above noted parties have, pursuant to the Labour Relations Code of British Columbia, bargained in good faith, and have entered into a Tentative Agreement on December 2nd, 2010 in Terrace BC, the following amendments are made in good faith on July 27th 2011:


1. The Parties agree that the terms of Union #14 signing document will expire with this collective agreement. Specifically March 31st 2012.
2. The Parties agree that the signed document "Union 18" is withdrawn on a without prejudice basis.

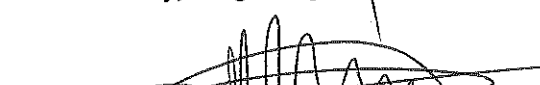
Agreed

For the Union:


Ann Marie Merkel, Bargaining Chairperson


Dennis Carlson, Bargaining Committee

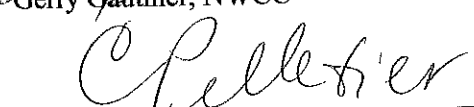

David Try, Bargaining Committee


Casey Forslund, Bargaining Committee


Douglas W. Dykens, Staff Representative

For the Employer:


Gerry Gauthier, NWCC


Cheryl Pelletier, NWCC


Suzanne LeBlanc, NWCC

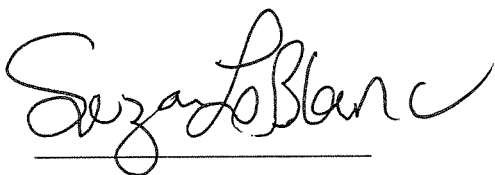
Date: July 27th 2011.

20b

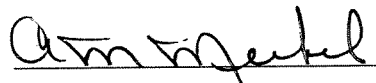
The request to take the parental leave must be made in writing, at least four (4) weeks prior to the proposed commencement of the leave and be accompanied by either a certificate of birth or a medical practitioner's certificate of the probable date of birth or proof of adoption.

The request to take the parental leave must be made in writing, at least four (4) weeks prior to the proposed commencement of the leave and be accompanied by either a certificate of birth or a medical practitioner's certificate of the probable date of birth or proof of adoption.

If four (4) weeks' notice is not possible due to unforeseeable circumstances, the request must be submitted immediately the need for parental leave becomes known ,



for the employer



for the employee

July 27, 2011

July 21st 2010

Union Proposal # 1

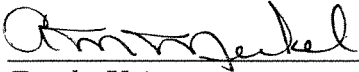
Amend

8.14 Investigator


Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the terms of the Collective Agreement, ~~Marvin Chertkow~~ **Chris Sullivan**, or a substitute agreed to by the parties, shall, if the parties mutually agree, in accordance with Section 84 of the *Labour Code*:

- (a) investigate the difference;
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Agreed to:



For the Union



For the Employer

Date: July 21/10

COPE 378

July 21st 2010

Union Proposal # 2

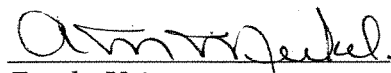
Amend


9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single Arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following Arbitrators is available within ninety (90) days, then the Arbitrator who is available at the earliest date shall be appointed.

- (1) ~~Don Munroe, QC~~ Chris Sullivan
- (2) Judi Korbin
- (3) David McPhillips
- (4) Robert Blasina

Agreed to:


For the Union


For the Employer

Date: July 21/10

July 21st 2010

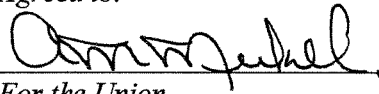
Union Proposal # 15

Amend

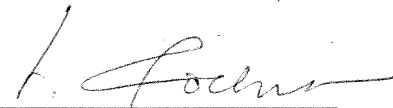
35 Term of Agreement

The Union proposes a two (2) year term, with the Collective Agreement expiring on March 31st 2012. All of the term driven dates in article 35 will be amended as housekeeping.

Agreed to:



For the Union



For the Employer

Date: July 22/10

COPE 378

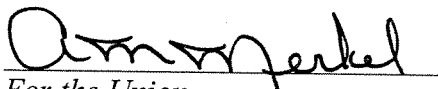
July 22, 2010

**Employer Counter Proposal to
Union Proposal #8**

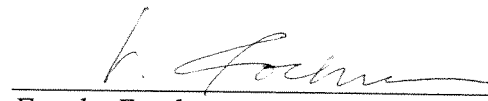
Article 20 Parental Leave

- (d) Parental leave for the birth mother shall commence:
- (i) nine (9) weeks before the expected date of birth, or
 - (ii) a date within that nine (9) week period that she chooses, or
 - (iii) when she is no longer able to work, or
 - (iv) the date of birth.

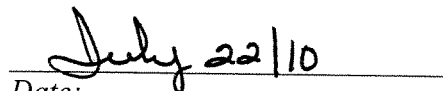
Agreed to:



For the Union



For the Employer



Date:

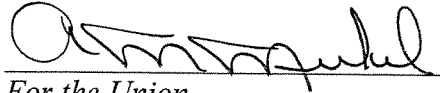
32.10

July 22, 2010

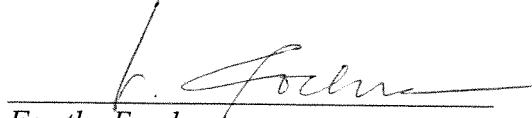
Letter of Agreement #4 – New Activity Development

The Parties agree to put the body of LOA #4 in the body of the Collective Agreement as Article 32.10.

Agreed to:



For the Union



For the Employer

July 23/10
Date:

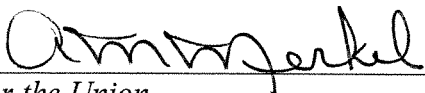
July 23, 2010

26.14(d) Placement on Scale Advice

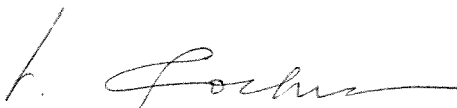
Along with their letter of appointment, newly hired employees will receive a document outlining their placement on the wage scale and listing the reasons why they received the noted placement. A copy of this document will be forwarded to the Union office.

 salary SL

Agreed to:



For the Union



For the Employer

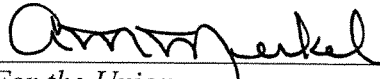
Dated: July 23, 2010

July 22, 2010

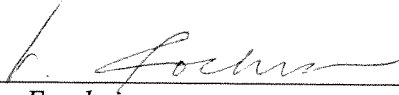
Letter of Agreement #2

The Parties agree to move the body of LOA #2 to Appendix 1 BCGEU Instructors Salary Scale.

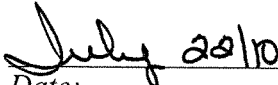
Agreed to:



For the Union



For the Employer




Date:

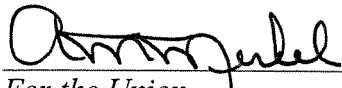
July 22, 2010

Letter of Agreement #7 – Program Coordination

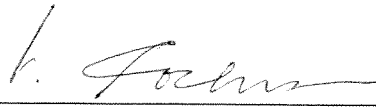
The Parties agree to move the body of LOA #7 as Appendix 3.

inc Delete #9 

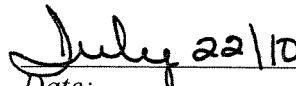
Agreed to:



For the Union



For the Employer



Date:

July 22, 2010

Letter of Agreement #1

The Parties agree that this Letter of Agreement will be deleted and points 5, 6 and 7, with amendments set out below, will be placed in the body of the Collective Agreement.

ARTICLE 35

New Career Programs

- (a) The College and the Union agree that when new career programs are proposed by the College, the bargaining unit to which the instructors will be assigned will be determined by unanimous agreement of a three-person committee comprising a representative of the College, the Union and CUPE, Local 2409, or failing agreement, by the matter being referred to binding arbitration under Arbitrator Chris Sullivan.
- (b) The arbitration will be held under the arbitration process and the parties noted in (a) will be entitled to each make submissions and lead evidence.
- (c) Pursuant to Letter of Agreement #1 revised December 7, 1994, the parties noted in (a) ~~have agreed that~~ the cost of this arbitration will be split fifty percent (50%) to the dissenting party in (a) and fifty percent (50%) between the other two parties.

Renumber current Article 35 as Article 36.

Handwritten notes:
An arrow points from the word "arbitration" in item (c) to the word "insert" below.
"insert :
referred to in 35(b)
of this article"

Agreed to:

Armen Perkal
For the Union

L. Focher
For the Employer

*Suzanne
W. P. L. C.
July 26th / 2010*

July 22/10
Date:

July 23, 2010

Article 26.10 – Early Retirement

Leave as is (a) and (b)(1) and (2).

Add in heading before (a) “**Long Service Payment**”

Add in heading before (b) “**Early Retirement Incentive**”

Delete 26.10(b)(3) and replace with Common Agreement Language as follows:

(b) Early Retirement Incentive

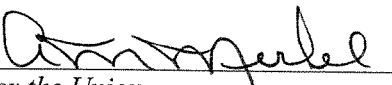
(3)(i) An employee who accepts an early retirement incentive is entitled to the following payment:

Age at Retirement	% of Annual Salary at Time of Retirement
55 – 59	100%
60	80%
61	60%
62	40%
63	30%
64 +	0%

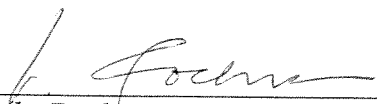
(ii) An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

(iii) Eligible bargaining unit members may opt for a partial early retirement with a prorated incentive.

Agreed to:



For the Union



For the Employer

DATED July 23, 2010

**NWCC AND BCGEU LOCAL 712 – INSTRUCTOR BARGAINING UNIT
SIGN-OFF FOR EMPLOYER PROPOSALS AND WITHDRAWALS**

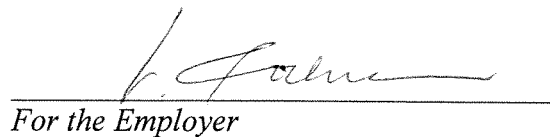
	SECTION	PROPOSAL
Withdrawn	1.8(b)	Housekeeping. Change “that person or persons” so sentence reads: “Personal harassment means a course of verbal or physical conduct that causes substantial distress in the employee(s) alleging harassment...”
Withdrawn	17.3(b)	Housekeeping. Delete – no employees in these categories.
Withdrawn	17.5(e)	Review wording – this is the wording that is in Support Staff Agreement and does not work for faculty.
Agreed	18.3(e)	Housekeeping. Sentence should read: “At its own expense the Employer shall have the right and be given the opportunity to have as often as it may reasonably require a medical doctor appointed by the Employer to examine any employee whose injury, sickness or mental or nervous disorder is the basis of a claim under this Plan.”
Withdrawn	19.5(e)	Housekeeping. Sentence should read: “Court actions arising from employment with the Employer requiring attendance at Court shall be with pay.”
Withdrawn	24.9	The Benefits Booklet is now on-line. Employees are notified if there are any changes and asked to review the on-line version.
Withdrawn	24.10	Housekeeping. Should read: If, as a result of the proper performance of an employee’s physical duties, damage occurs to the employee’s personal equipment, such as eyeglasses, prosthesis or hearing aids, the Employer shall reimburse the employee for the cost of replacement.”
Withdrawn	26.4(b)	Housekeeping. Change amount to read “that set by the Board for reimbursement for excluded employees.”
Withdrawn	26.4(e)	Housekeeping. Delete – already covered by change to 26.4(b)
Withdrawn	26.5(a)	Housekeeping. Change by deleting and replacing with: “Employees on travel status shall be entitled to meal allowances as set by the College Board for excluded employees under the following conditions:

		Breakfast when travel is before 7:00 am Lunch when travel is between 11:00 am and 1:00 pm and Dinner when travel is after 6:00 pm.”
Agreed	32.9(b)	Housekeeping. Should read: “The College shall provide employees with all equipment and support required for program or course development and/or delivery. Employees shall not be required to provide technical support nor solve delivery platform software or server problems, etc. A plan.....”
Withdrawn	33.10(b)	A bit confusing. Need to deal with issue of when a coordinator, chair or team leader is putting in plans (they do not have a coordinator but report to the Dean). Change to read: “Prior to any PD activities occurring, and in consultation with the Coordinator, employees shall develop and submit for approval by the Coordinator a professional development plan....” Also, need to add in sentence “If the employee does not have a coordinator she/he reports to, the plans will be submitted to the appropriate Dean for approval.”

Agreed to:



For the Union



For the Employer

July 23, 2010

December 2, 2010

Union Proposal # 14

Amended

The Union withdraws Proposal # 14 on a without prejudice basis. However, the Parties agree that in the event that one of the other sets of NWCC negotiations results in an agreement regarding dependants being able to make use of employee earmarked class seats this Collective Agreement will obtain the same result. In effect, a "Me too" condition.

Agreed to:

Amended
For the Union

[Signature]
For the Employer

Date: Dec 2/10

December 2, 2010

Union Proposal # 12

Amended

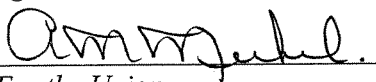
32.3 Instructional Workload


The Parties agree to insert the following lines in the table in article 32.3 (b):

CE (Instructional): 27.7 hours per week, 1025 hours per year, 30 students maximum per class,
and;

CE (Non-Instructional): 35 hours per week, and 1435 hours per year.

Agreed to:


For the Union


For the Employer

Date: Dec 2/10

The following Employer Proposals have been withdrawn:

3	1.8(b)	Housekeeping. Change “that person or persons” so sentence reads: “Personal harassment means a course of verbal or physical conduct that causes substantial distress in the employee(s) alleging harassment....”

25	17.5(e)	Review wording – this is the wording that is in Support Staff Agreement and does not work for faculty.

34	19.5(e)	Housekeeping. Sentence should read: “Court actions arising from employment with the Employer requiring attendance at Court shall be with pay.”

37	21.6	What the heck????

39	24.9	The Benefits Booklet is now on-line. Employees are notified if there are any changes and asked to review the on-line version.

41	24.10	Housekeeping. Should read: If, as a result of the proper performance of an employee’s physical duties, damage occurs to the employee’s personal equipment, such as eyeglasses, prosthesis or hearing aids, the Employer shall reimburse the employee for the cost of replacement.”

45	26.4(b)	Housekeeping. Change amount to read “that set by the Board for reimbursement for excluded employees.”

48	26.4(e)	Housekeeping. Delete – already covered by change to 26.4(b)

49	26.5(a)	Housekeeping. Change by deleting and replacing with: “Employees on travel status shall be entitled to meal allowances as set by the College Board for excluded employees under the following conditions: Breakfast when travel is before 7:00 am Lunch when travel is between 11:00 am and 1:00 pm and Dinner when travel is after 6:00 pm.”

80	33.10(b)	A bit confusing. Need to deal with issue of when a coordinator, chair or

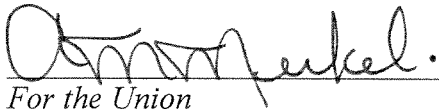
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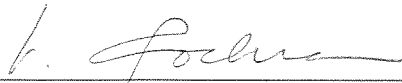
		<p>team leader is putting in plans (they do not have a coordinator but report to the Dean). Change to read: "Prior to any PD activities occurring, and in consultation with the Coordinator, employees shall develop and submit for approval by the Coordinator a professional development plan...."</p> <p>Also, need to add in sentence "If the employee does not have a coordinator she/he reports to, the plans will be submitted to the appropriate Dean for approval."</p>

The following employer proposals have been agreed to:


24	17.3(b)	Housekeeping. Delete – no employees in these categories.
75	32.9(b)	Housekeeping. Should read: "The College shall provide employees with all equipment and support required for program or course development and/or delivery. Employees shall not be required to provide technical support nor solve delivery platform software or server problems, etc. A plan....."
30	18.3(e)	Housekeeping. Sentence should read: "At its own expense the Employer shall have the right and be given the opportunity to have as often as it may reasonably require a medical doctor appointed by the Employer to examine any employee whose injury, or health condition is the basis of a claim under this Plan."

Agreed to:


 For the Union


 For the Employer

~~July 23, 2010~~

Dec 2/10


The Parties agree to the following housekeeping changes. These changes are for housekeeping purposes only and are not meant to change the meaning or intent of the current April 2, 2007 to March 31, 2010 Collective Agreement language.

ARTICLE	PROPOSAL
Definitions	Delete "All language which is underlined in this manner is new language agreed to in the most recent round of collective bargaining."
1.7(j)	Change "to" for "will" for "Time lines for filing grievances of this nature will be waived under this article to a maximum of nine (9) months."
	The Collective Agreement shall be reviewed and where the parties have used the word "will" it shall be changed to the word "shall."
1.8(e)	Change "under takes" to "undertakes"
2.10(a)(4)	Change "Industrial Relations Council" to "Labour Relations Board"
3(c)	Delete article as no-one currently employed fits into this category and is not a member of the Union.
7.3(a)	Delete the reference to "in ASCII language" at the end of the second to last sentence.
8.10(a)	Change sentence to read: "After a grievance has been initiated by the Union, the Employer agrees that its representative will not directly or indirectly enter into discussion or negotiation with the aggrieved employee with respect to the grievance without the consent of the Union."
8.10(b)	Change sentence should read: "If after having initiated a grievance through the grievance procedure an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that the grievance shall be considered to have been abandoned."
8.13	Change sentence to read: "Except for policy grievances under Article 8.11, settlements reached at any step of the grievance procedure in this Article shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence, or the date set by the Arbitrator/Investigator."
8.14	Change artitrator from Marvin Chertkow to Chris Sullivan

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9.2	Change arbitrator Don Munroe to Chris Sullivan
9.4	Arbitrators will be Chris Sullivan and Robert Pেকেles.
9.5	Change the word “which” to “and” so it reads: ”Should the Parties disagree as to the meaning of the Arbitrator’s decision, either Party may apply to the Arbitrator to clarify the decision and the Arbitrator shall make every effort to do so within seven (7) days of receipt of such application.”
11.7	Change sentence to read: “If an employee resigns his or her employment as a result of a decision to raise a dependent child or dependent children and is re-employed, the employee shall be credited with length of seniority accumulated at the time of termination for the purposes of benefits based on seniority. The following conditions shall apply: (a), (b), (c) and (d) to start with a lower case letter (b) should read: “the resignation must indicate the resignation was for the purpose of raising a dependent child or children” (d) should not be (d) but the finishing off of the sentence and should read: “the previous seniority shall be reinstated on the successful completion of the probationary period for the new position.”
11.9(a)	Change “identify any employees which” to “identify any employees who”
11.9(f)	Last line add in the word “severance” so it reads: “shall be deemed to have taken the severance option under Article 13.3(a)(1).”
12.9(a)	Change the sentence to read: “All vacancies in existing positions and all new positions shall be posted within fourteen (14) days of their becoming required. Wherever operationally feasible, such postings shall be throughout the College region and shall be posted for five (5) days prior to outside advertising..”
13.3(a)	Change the second to last sentence to read: “Together with the layoff notice, the employee shall receive a listing of employees with less seniority in order to review job possibilities.”
15.6(c)	Change last two words “was worked” to read “was reported.”
17.6(a)(b)	Delete 17.6(a) and (b) and replace with “(a) Payment for vacations will be made at an employee’s basic pay.” Renumber (c) as (b).

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17.9(b)	Change sentence to read: "When an employee is recalled to duty during any vacation period, the employee shall be reimbursed for all expenses thereby incurred by the employee in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer (except for meals)."
17.10	Delete the words "or who has reached the mandatory retiring age"
17.11	Change sentence read: "Upon termination due to death, earned but unused vacation entitlement shall be made payable to the employee's dependent, or where there is no dependent, to the employee's estate."
19.1(b)	Change "wife, husband" to "spouse".
19.3(a)	Change sentence to read: "After notifying their supervisor, an employee is entitled to use up to a maximum of two (2) days paid leave at any one time for the purpose of looking after an ill dependent child or spouse when no one at the employee's home, other than the employee, can provide for the needs of the child or spouse."
19.4	Change sentence to read: "On written request, the Employer shall grant a leave of absence without pay for:" plus delete the word "For" at the beginning of 19.4(a) (b) and (c).
21.10(b)	Delete (b).
24.4(d)	Change sentence to read "At the total expense of the employee, spousal and optional life insurance shall be offered. Coverage to be within the limits of the employee's insurance coverage as set out in Clause 24.4(a) above or up to a maximum of triple (3) Step 1 annual salary, subject to carrier approval."
26.2	Change 26.2(b) to read: "The Employer shall provide each employee with a comprehensive statement accompanying each direct deposit detailing all payments, allowances and deductions." Delete (c), (d) and (e).
26.4 (c)	Change sentence to read: "Subject to the prior approval of the College President of his/her designate, an employee who is in a position designed by the College to travel on College business in excess of six (6) days per month per insurance year shall be reimbursed one hundred percent (100%) of the annual incremental cost based on Safe Drive Discount rates of the Insurance Corporation of British Columbia Class 007 premium that is over and above that for Class 002 (Pleasure, Drive to Work or School) upon presentation of appropriate receipts and documents. Such reimbursement shall be limited to one vehicle per employee and it is the

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	designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses and employee, the employee shall normally use his/her personal motor vehicle for College business requiring a motor vehicle.
26.4(d)	Delete the word "rental" in "rental vehicle" and just leave "vehicle"
26.5(c)	Change second sentence to read: "Provided there are no additional costs to the Employer, where an employee opts to travel by acceptable alternate means, the maximum amount the College shall reimburse an employee under Clauses 26.5(a), (b) and (c) shall be the amount that would have been paid had the College directed the employee regarding travel arrangements."
26.6	Change first sentence to read: "When convenient public transportation or other transportation facilities are not available, transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 am and 6:00 am."
26.10	Change title of legislation from Colleges Pension Plan to <i>Public Sector Pension Plans Act, College Pension Plan</i>
26.15	Change sentence to read: "Program Coordinator/Instructors will receive a biweekly administrative allowance of one hundred and thirteen dollars and seventy-five cents (\$113.75). Delete reference to LOA#4
26.17	Change first sentence to read: "Subject to approval by the Employer, an employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses. "
26.19(b)	Change (b) to read: "In view of fatigue occasioned by international travel, employees will be provided reasonable stopover time where required."
26.19(c)	Change (c) to read: "All expenses will be reimbursed at the actual cost to the employee, taking into account the currency exchange rate incurred."
26.20	Remove commas around "as a condition of continuing employment"
28.4(a)	Change second sentence to read: "Except as specified in this Agreement, the Committee shall not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in their discussions."

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28.5	Second sentence to read: "Subject to operational requirements, the Employer agrees that, when selecting employees to attend training courses the College considers the factors of seniority, satisfactory work performance and equitability of access as determinants for selection."
30.1(a)	"An auxiliary employee shall receive a letter of appointment stating their employment status and expected duration of employment within one week of commencement of employment."
30.1(c)	Change sentence to read: "Except as otherwise stipulated in this article, an auxiliary employee shall be entitled to an allowance of four percent (4%) in lieu of all benefits applicable to regular employees."
30.3(b)	Indent (b) further.
30.3(e)	Indent (c) further. Change sentence to read: "For the purposes of applying for a regular appointment, an auxiliary employee shall have their seniority as an auxiliary recognized even if the initial probation period is not complete as per (a) above."
30.5(d)	Change sentence to read: "As mutually agreed to between the Employer and the Union, auxiliary employees hired for special projects, or auxiliary employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with Clause 30.4(a) upon completion of their project or program."
30.7(b)	Change sentence to read: "As outlined in Article 16, an auxiliary employee who is qualified in Clause 30.7(a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation."
31.4(a)(1)	Change sentence to read: "employees may seek election to Municipal and School Board Offices provided that the duties do not impinge on normal working hours unless the duty is to attend a regular Council or Board meeting."
31.9(a)	Change sentence to read: "Except in the case of emergency, the Employer agrees that an employee's work load will not be increased as a result of positions temporarily vacant due to illness, vacation leave or any other reason."
31.14	Change sentence to read: "Where an employee meets the requirements under the <i>Income Tax Act</i> the Employer will complete a tax form T2200 (<i>Declaration of Employment Conditions – Office or Employment Expense</i>) if the employee requests it."

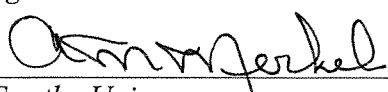
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32.4(b) <i>vac</i>	Housekeeping. Name change for Entrepreneurial Tourism Management to <i>Sustainable Tourism Management</i> (b)(1) should read: "The weekly class contact hours may exceed those outlined in the Collective Agreement for these programs should the employee opt to complete the annual class contact hours in a shorter time frame. Class contact hours will be consistent with the academic schedule and requires the approval of the Dean."
32.7(c)	Change first sentence to read: "As determined and approved by the Employer, additional instructional workload reductions for special College assignments will be considered on an individual basis."
32.8(a)	Delete "and" before "furnishings"
33.4(a)	Housekeeping. Remove reference to LOA #4 (which should have been #3)
33.5	Change sentence to read: "The Professional Development Committee will report the established terms of reference to the College and Union Presidents."
33.8(a)(2) and (b)(1)	Change (a)(2) to read: "For upgrading purposes, audit of apprenticeship courses of not less than six (6) weeks duration, where the employee already possesses journeyman status. (b)(1) Delete "correspondence courses" and replace with "distance education courses"
33.9	Change first sentence to read: "Upon approval of the Dean or other designated administrator, the College will pay for substitutes to allow an employee to pursue a professional development activity."
33.10(e)	Housekeeping. Should read: "If there is a reasonable likelihood that the position will continue into the following academic year, an instructor with..."
34.1(a)	Change "We" to "The Parties"
34.4(b)(2)(ii)	Change sentence to read: " <i>Step 2</i> – Reflection and feedback. Within one (1) week of the classroom observation, the Dean and instructor will meet to develop an action plan relating to issues needing improvement and develop strategies for that improvement."
34.4(b)(2)	Change second sentence to read: "If the results of the probationary period

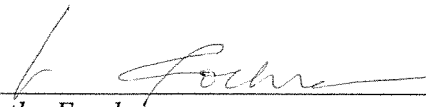
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(v)	are inconclusive regarding suitability, there may be a probationary extension if mutually agreed upon by the Parties.”
35.1 and .2	Change dates from 2010 to 2012.
35.3	Change sentence to read: Where a Party to this Agreement has given notice under Clause 35.2, the Parties shall commence collective bargaining within fourteen (14) days of notice being given.”
35.2(b)	Change date from 2010 to 2012.
35.6	Change date from 2007 to 2010
App. 1	Delete first two salary scales and leave only April 1, 2009
App. 2, 1.2(b)	Change sentence to read: “Except as specifically authorized by this Agreement, no board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to “stationary” employees while at their permanent headquarters.”
2.2(a)	Change first sentence to read: “Prior to relocation and at a time mutually agreeable to the College and the employee, the Employer shall grant up to five (5) days plus reasonable travel time, with no loss of base pay, for the employee and their spouse in accordance with the current regulations.”
2.3(b)	Change “thirteen dollars (\$13) and fifty cents (50)” to “thirteen dollars and fifty cents (\$13.50)”
2.4(b)	Add the word “coverage” after “\$25,000.
2.4(c)	Delete comma after storage.
2.5(b)	Add the word “coverage” after “\$25,000.
2.8	Last line add in the word “the” for “at the new location.”
2.10(e)	Change “in” to “under” for “The employee may only claim legal fee reimbursement under either Section 2.10(c) or (d) above, not both.”

Agreed to:



 For the Union



 For the Employer

July 23, 2010

December 15, 2011

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.

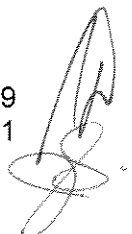
All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

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**

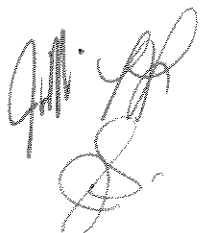
Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

“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 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

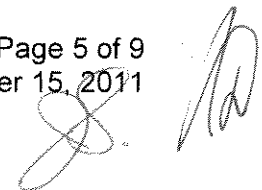
The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

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

12. Housekeeping

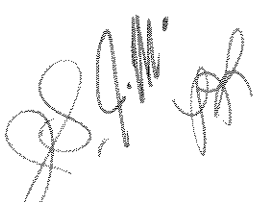
Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (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** ~~college, university college, or institute created under the College and Institute Act or Institute of Technology Act~~ 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.

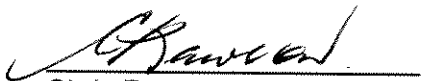
All proposals not contained in this Memorandum are considered withdrawn without prejudice.


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

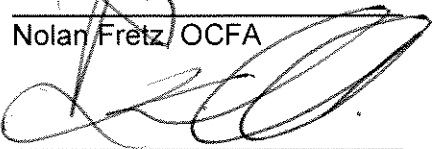

Sheldon Clare, FACNC



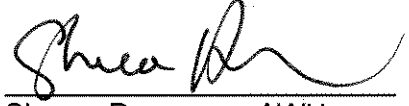
Leslie Molnar, CORFA



Nolan Fretz, OCFA



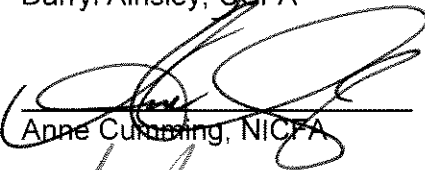
Lui Marinelli, SCFA



Sheree Ronaasen, AWU



Darryl Ainsley, CCFA



Anne Cunningham, 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