

MEMORANDUM OF AGREEMENT

between the

OKANAGAN COLLEGE
(hereinafter called "the Employer")

and the

BCGEU VOCATIONAL INSTRUCTORS
(hereinafter called "the Union")

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

AND

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

2014 CR JAN 17/2013
2012 CR JAN 17/2013
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 2010 to 2012 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"

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

4. 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 7 day of January, 2012^{3:27}.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

Dana Jus
Randall & Mandy

BARGAINING REPRESENTATIVES FOR THE UNION:

[Signature]
Cathy Seagis

BARGAINING REPRESENTATIVES FOR PSEA:

[Signature]

APPENDIX "A"

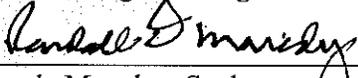
<Attach all signed off tentative agreements>

ARTICLE 13 - DUTIES, RESPONSIBILITIES AND WORKLOADS

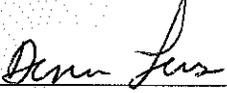
13.4 Curriculum Development/Professional Development

- (a) (1) "Curriculum Development" is defined as ongoing maintenance activities associated with assigned courses which are required to keep course materials current and relevant.
- (2) "Professional Development" is defined in accordance with Article 35 as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities. Professional Development activities contribute to the learning, development and growth of employees as Vocational Instructors.
- (b) Regular employees shall be provided with 21 days per calendar year for curriculum development, professional development and non-instructional duties (CD/PD time).
- (1) The number of CD/PD days shall be prorated for regular part-time employees in proportion to the employee's workload level.
- (2) The employee shall prepare a schedule for the use of both curriculum development/professional development time and for vacation time in consultation with the Department Chair for approval by the designated supervisor. This schedule must be approved prior to any significant CD/PD and/or vacation time being taken, but not later than March 31st.
- (3) To facilitate the scheduling of CD/PD time for regular employees, OC shall establish a "Replacement Bank" to cover the cost of replacement instructors. A total of 380 days will be allocated to the bank each fiscal year by OC. Days remaining in the bank at the end of one fiscal year shall be carried forward to the next year to a maximum of 30 days.
- (4) Regular employees may schedule a maximum of 4 days CD/PD time for "PD activities" for which the replacement may be charged to the Replacement Bank described in Clause 13.4(a)(4).
- (c) Employees on non-regular appointments shall receive prorated curriculum development time based on a maximum entitlement of ~~10~~ 12 working days in any one calendar year.

For Okanagan College



Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee



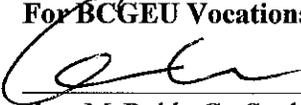
Donna Lomas, Chairperson
Okanagan College Negotiating Committee

For PSEA



Chris Rawson, Managing Labour Relations Consultant II

For BCGEU Vocational Instructors



Cam McRobb, Co-Spokesperson/Chairperson
BCGEU Vocational Instructor's Negotiating
Committee



Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: January 7, 2013

Date: Jan 7/2013

ARTICLE 23 - ILLNESS, INJURY AND LONG-TERM DISABILITY

23.1 Sick Leave Defined

(a) Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, or for circumstances as provided for under Clause 23.3.

(b) An employee may be required to produce a certificate from a duly qualified practitioner **physician**, certifying that the sick employee is unable to carry out their duties due to illness. OC may require the employee to ~~have their physician complete OC's Illness and Injury Report, and to forward the completed report to the OC Physician.~~ **to submit medical forms provided by OC and completed by the employee and/or the employee's physician, as applicable, and forward them to the OC claims adjudicator.**

23.2 Sick Leave Entitlement

(a) An employee on a regular full-time appointment on staff as at March 31, 1979 shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 250 working days.

(b) An employee on a regular full-time appointment who was appointed on April 1, 1979, or thereafter, shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 180 working days. The number of days shall be prorated for regular part-time employees in proportion to the employee's workload level.

(c) (1) An employee on a non-regular appointment with a full-time workload shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 90 working days, subject to the conditions of Clause 8.3.

(2) An employee who has accumulated sick leave credits in accordance with Clause 23.2(c)(1) must be on a non-regular appointment with a full-time workload of at least three consecutive weeks in order to be eligible to use previously accumulated sick leave.

(d) (1) An employee on a non-regular appointment with a part-time workload of three consecutive months or more and a minimum average of six instructional hours per week shall earn sick leave credits on a pro rata basis to a maximum accumulation of 90 working days of sick leave credits, subject to the conditions of Clause 8.4.

(2) An employee on a non-regular appointment with a part-time workload who has accumulated sick leave credits must meet the requirements in Clause 23.2(d)(1) in order to be eligible to use previously accumulated sick leave.

(e) An employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit for absence from work because of illness or injury.

23.3 Family Illness (*Reference Common Agreement, Articles 7.7, 7.8*)

(a) In the case of illness of a member of the immediate family, (as defined in Clause 30(b)), residing on an ongoing basis in the employee's household or with whom the employee permanently resides, when no one at home other than the employee can provide for the needs of the person, an employee on regular appointment, or a non-regular employee who has accrued sick leave credits under Clause 23.2(c) or (d), shall be entitled, after notifying their supervisor, to use annual sick leave entitlement up to a maximum of three days at any one time for this purpose, provided a minimum of 12 days is available each year for personal sick leave only (see Clause 23.7).

(b) Employees may be required to produce a certificate from a duly qualified practitioner certifying that an immediate family member is ill and requires attention.

23.4 Employee to Inform OC

The employee shall make every reasonable effort to inform OC his/her Chair/Coordinator, who will then inform the designated supervisor or designate, as soon as possible of their inability to report to work because of illness or injury.

23.5 Sick Leave Records

A record of all unused sick leave shall be kept by OC. ~~Immediately after the close of each calendar year, each employee shall receive a record from OC of their accumulated sick leave credit. Notwithstanding the foregoing, on receipt of written application, an employee shall be advised of the amount of sick leave accrued to their credit.~~ **and shall be available to employees online.**

23.6 Voluntary Sharing of Sick Leave

If an employee suffers a prolonged illness and uses up all their sick leave credits, other employees may each voluntarily donate up to a maximum of 10 days sick leave from their accumulated sick leave credits for the use of another employee provided a minimum of 12 days is retained each year for personal sick leave only. The total of all such donations shall not exceed 90 days or the number of days required to cover the ill employee until he qualifies for coverage under the long-term disability plan, whichever is the lesser of the two. Such donation of sick leave credits shall be given in writing to OC prior to the expiration of the ill employee's sick leave credits.

23.7 Deduction of Sick Leave

(a) All absences on account of illness or injury on a working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.

(b) There shall be no charge against an employee's sick leave credit when their absence on account of an illness or an injury is less than one-half day.

(c) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.

23.8 Ineligible for Sick Leave

An employee can neither earn nor take sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike or locked out.

23.9 Advance of Sick Leave

~~Any employee unable to return to their duties at the termination of the period for which sick leave is granted shall be permitted to "borrow" up to 18 days' sick leave from their future sick leave credits.~~

23.10 Medical and Dental Appointments

Deductions shall be made from sick leave entitlement for medical and dental appointments in accordance with Clause 23.7.

23.11 Travel Time for Medical and Dental Care

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. OC may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

23.12 Long-Term Disability

- (a) An employee on long-term disability shall be considered an employee for purposes of the College Pension Plan only and shall continue to be covered by medical, extended health, dental and group life and AD&D insurance for the first 24 months from the date on which the employee received compensation under the long-term disability plan. Participation in these plans may be continued past the 24 months provided OC is reimbursed for 100% of the applicable premiums.
- (b) An employee who qualifies for long-term disability benefits shall retain their accumulated seniority and shall only accumulate seniority for the first 24 months while on long-term disability for the purposes of layoff/recall, and shall have access to the grievance procedure in the collective agreement during this period. Except as otherwise expressly provided, employees on long-term disability shall not be covered by any other portion of the collective agreement.
- (c) An employee who has recovered from a total disability during or immediately upon the expiration of the first 24 months from the date on which the employee received compensation under the long-term disability plan shall be entitled to be reinstated by OC provided the employee is able to perform the duties in a satisfactory and efficient manner and their position has not been declared redundant under Article 49 (Reduction and Recall).
- (d) If an employee is unable to return to work upon the expiration of the first 24 months, as stated in Clause 23.12(c), their employment with OC shall be deemed to be terminated, except as expressly provided in Clause 23.12(a), unless an extension is agreed to by OC.

23.13 Workers' Compensation Board

Where employee(s) are on an OC claim recognized by the Workers' Compensation Board, employee(s) shall be entitled to leave, at 75% (subject to upward adjustment in accordance with WCB rates) of their regular rate of pay, for a maximum of 24 months for any one claim resulting from any one injury or recurrence of that injury. The compensation payable by the Workers' Compensation Board shall be remitted to OC. The following conditions shall apply:

- (a) OC shall pay health and welfare benefits as defined under Article 27 during the first 24 months leave on each Workers' Compensation Board claim.
- (b) Employees on WCB claims will retain full pensionable service based on their appointment and the cost shall be shared between OC and the employee in accordance with Superannuation legislation. the Public Service Pension Benefits Standards Act.
- (c) If after 24 months under Clause 23.13 the employee(s) still remains on leave, the employee(s) shall be considered on a direct WCB claim.

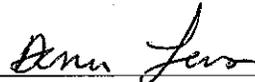
23.14 Direct Claim

Employees may, at their option, choose a direct claim arrangement with WCB and be considered on a leave without pay from OC. In this case, health and welfare benefits and pension coverage will not be maintained by OC.

For Okanagan College



Randy Marady, Spokesperson
Okanagan College Negotiating Committee



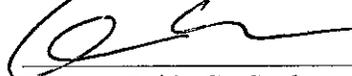
Donna Lomas, Chairperson
Okanagan College Negotiating Committee

For PSEA

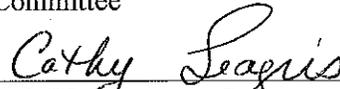


Chris Rawson, Managing Labour Relations Consultant II

For BCGEU Vocational Instructors



Cam McRobb, Co-Spokesperson/Chairperson
BCGEU Vocational Instructor's Negotiating Committee



Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating Committee

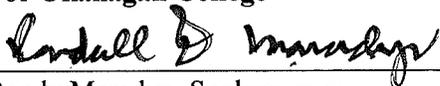
Date: Jan 7, 2013

Date: Jan 7/2013

ARTICLE 24 - EMPLOYEE ASSISTANCE PROGRAM

- (a) OC and the Union will jointly participate in the administration of a mutually acceptable Employee Assistance Program for employees on regular appointments. OC shall provide an administrative fee up to the equivalent of 0.2% of the bargaining unit salary base in each fiscal year to fund the cost of the program. Any issues regarding the administration of the Program will be subject to discussion by the Joint Committee referred to in Article 7.4.
- (b) ~~An Employee Assistance Program Joint Committee shall be established and consist of one representative from each participating employee group and one representative from OC.~~
- (c) ~~The Employee Assistance Program Joint Committee will evaluate and report on the performance of the program prior to March 31st each year.~~

For Okanagan College

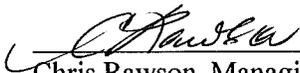


Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee



Donna Lomas, Chairperson
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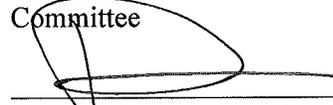


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Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: Nov 6, 2012

Date: Nov. 6, 2012

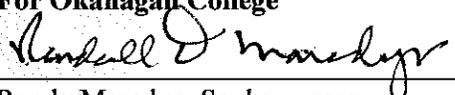
ARTICLE 35 - PROFESSIONAL DEVELOPMENT

(f) (1) There shall be a professional development fund to support professional development activities. The fund shall be drawn from the following sources each fiscal year:

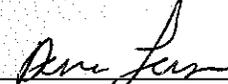
- (i) ~~one percent (1%)~~ **0.785%** of the salaries of the employees covered by this article which shall be provided by OC;
- (ii) twenty-five dollars for each employee covered by this article which shall be provided by each employee as a condition of employment;
- (iii) the savings in salaries and benefits of any employees granted leave at a reduced salary as a consequence of any arrangement made under the provisions of Clause 35(e)(3).

(2) Funds not expended in any one fiscal year shall be carried forward to the next fiscal year.

For Okanagan College



Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee



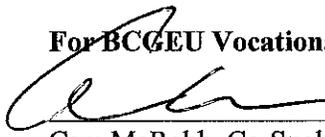
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For PSEA



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For BCGEU Vocational Instructors



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BCGEU Vocational Instructor's Negotiating
Committee



Rob Witherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: January 7, 2013

Date: Jan 7/2013

ARTICLE 42 – SUBSISTENCE ALLOWANCE

- (a) (1) Employees who are authorized by the OC President, or designate, to attend a meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of ~~\$44.00~~ **\$45.85** (with receipts) or ~~\$25.00~~ **\$26.05** (without receipts) per full day, for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

	<u>With Receipts</u>	<u>Without Receipts</u>
Breakfast	\$10.50 \$10.94	\$5.50 \$5.73
Lunch	\$12.25 \$12.76	\$6.75 \$7.03
Dinner	\$21.25 \$22.14	\$12.75 \$13.29

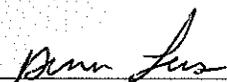
(2) In addition to the meal allowances permitted pursuant to Clause 42(a)(1), employees shall be entitled to claim a maximum of \$33.00 per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Employees shall be reimbursed for one five minute telephone call home for each night away.

(3) From the signing of this Agreement, the preceding subsistence rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

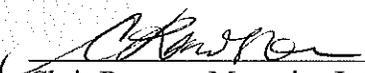
(4) Upon prior approval from the designated supervisor, employees shall be reimbursed for the actual additional child care or dependant spousal expenses incurred by the employee in the conduct of the Employer's business outside regularly assigned duties as outlined in Article 13.

For Okanagan College

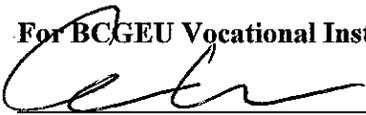

Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee


Donna Lomas, Chairperson
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For PSEA


Chris Rawson, Managing Labour Relations Consultant II

For BCGEU Vocational Instructors


Cam McRobb, Co-Spokesperson/Chairperson
BCGEU Vocational Instructor's Negotiating
Committee


Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: January 7, 2013

Date: Jan 7/2017

ARTICLE 43 – TRAVEL ALLOWANCE AND EMPLOYEE PARKING

- (a) (1) Employees authorized to use their personal motor vehicle for OC business shall be paid a travel allowance for actual distance travelled at the rate of ~~\$0.45~~ **\$0.47** per kilometre for required travel for the distance determined by OC between the employee's assigned campus or location and the campus(es) or location(s) where additional duties are assigned.

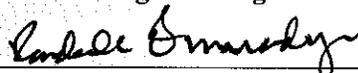
It shall not be a condition of employment for an employee to supply a motor vehicle. An employee may refuse to use their personal motor vehicle for OC business.

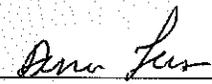
- (2) From the signing of this Agreement, the preceding travel rates will be adjusted to reflect any higher rates awarded to any of OC's other certified bargaining units or the Administrators' Association.

- (b) OC shall provide, free of charge, parking space designated for the motor vehicles of employees. Employees shall be provided with parking stickers for this purpose.

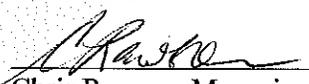
- (c) An employee who is required to travel in excess of four days per month per insurance year between OC centres, campuses, or locations on OC business shall, subject to the prior approval of the OC President or designate, be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary. If OC so reimburses an employee, the employee shall normally use their personal motor vehicle for travel on OC business requiring a motor vehicle.

For Okanagan College


Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee

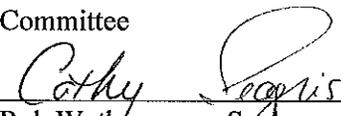

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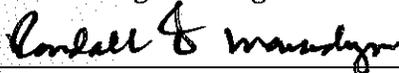
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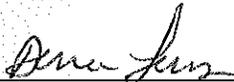
ARTICLE 47 - RESIGNATION

- (a) An employee on regular appointment may resign by giving at least ~~two months'~~ **60 days'** notice in writing to their **his/her** designated supervisor. **The resignation will take effect at the end of 60 days or his/her current teaching assignment, whichever comes first,** unless an earlier date is mutually acceptable.
- (b) For employees on non-regular appointments, **notice of resignation shall be given in writing to the designated supervisor.** The resignation will take effect at the end of their appointment period, unless an earlier date is mutually acceptable.

For Okanagan College



Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee



Donna Lomas, Chairperson
Okanagan College Negotiating Committee

For PSEA

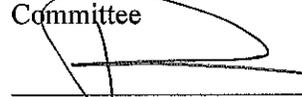


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Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: Nov 6, 2012

Date: Nov 6, 2012

ARTICLE 8 - APPOINTMENT CATEGORIES

8.1 Appointment Categories

Employees shall be appointed to one of the following two appointment categories:

- (a) Regular
- (b) Non-regular.

8.2 Regular Appointment

- (a) A regular full-time appointment is an appointment to a full-time position consisting of 10 months of instruction in an annual workload assignment. See Clause 8.3(a).
- (b) A regular part-time appointment is an appointment to a part-time position consisting of a minimum of 651 instructional hours in an annual workload assignment.

8.3 Non-Regular Appointment – Full-Time Workload

- (a) A non-regular appointment with a full-time workload is an appointment to a full-time position consisting of less than 10 consecutive months of instruction in an annual workload assignment. The length of appointment may be extended if mutually agreed by the Joint Committee.
- (b) A non-regular appointment with a full-time workload is also an appointment to a full-time position made vacant as a result of an employee being on leave and, in this case, shall not exceed the term of the leave of the employee being replaced.
- (c) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than 36 consecutive weeks between successive non-regular appointments.

8.4 Non-Regular Appointment – Part-Time Workload

- (a) A non-regular appointment with a part-time workload is an appointment to a position with weekly assignable hours of less than 30 hours per week.
- (b) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than 36 consecutive weeks between successive non-regular appointments.

8.5 Conversion to a Regular Appointment

- (a) A non-regular employee shall be reviewed for conversion to a regular appointment when:
 - (1) an employee has worked at least two consecutive years (52 consecutive pay periods) at a workload of 50% or greater (651 hours per year) for each of the two consecutive years, or
 - (2) an employee has performed a workload of at least 120% (1562 hours) over at least two consecutive years (52 consecutive pay periods).
- (b) The report of non-regular employees who have met the criteria in Clause 8.5(a) shall be reviewed every two months, and employees shall be converted to a regular appointment provided that:
 - (1) the designated supervisor, in consultation with the Department Chair determines that a minimum ongoing regular part-time workload is available in accordance with the educational and/or budget plan,

(2) the employee's evaluations during the two consecutive years (52 consecutive pay periods) immediately preceding conversion have all been deemed satisfactory. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken, and

(3) a duly constituted review committee deems the employee qualified for the work available and makes a recommendation to the designated supervisor as to whether the employee is or is not qualified. The Review Committee shall be selected by the employees on regular full-time appointments in the appropriate program, or related programs where necessary, in collaboration with the designated supervisor, and shall consist of three employees on regular full-time appointment from the program, including the Department Chair, if appropriate. In a program with fewer than three employees on regular full-time appointment, a review committee shall include members from related programs to constitute a representation of three.

For the purpose of determining eligibility for conversion as outlined in Clause 8.5(a) above, replacement work shall be included. However, consideration of ongoing work may include replacement work of a known long duration, but not work resulting from a regular employee's leave with or without pay of 12 months or less.

(c) Non-regular employees who are eligible for conversion to a regular appointment in accordance with Clauses 8.5(a) and (b) above shall have the right to accrue any and all ongoing available work for which they are qualified on a seniority basis within their assigned program and centre up to a full-time workload. This right of accrual for ongoing work shall be the basis for determining the actual minimum percentage for the regular appointment. Such right of accrual shall take precedence over any other employee's rights of first refusal. The exercise of this right to accrue any and all ongoing available work for which they are qualified may result in a minimum regular part-time workload being unavailable for a non-regular employee with less seniority who would otherwise qualify for conversion.

(d) The employee's conversion to a regular appointment will become effective on the first of the month following the date upon which the employee meets the conversion criteria. Salary will begin on the date on which the available ongoing workload begins.

8.6 Parameters of a Regular Part-time Appointment

(a) (1) Employees on regular part-time appointments shall have a minimum workload of 50% (651 hours) in an annual workload assignment. The actual minimum percentage for individual employees shall be established by the determination of available work in the year at the time of conversion in accordance with Clause 8.5(c).

(2) Once an employee is on a regular part-time appointment, layoff provisions shall be invoked if it is determined that the regular part-time appointment will fall below his/her actual minimum percentage.

(b) At the time of receiving a regular part-time appointment, employees may, in consultation with a Human Resources Department representative, elect one of the following options with respect to salary and benefits. Once elected it may only be changed with the mutual agreement of OC and the employee.

(1) An employee on a regular part-time appointment shall receive a prorated annual salary based upon the actual minimum percentage of their regular part-time appointment averaged over the calendar year in accordance with Clause 13.3(b)(2). Salaries shall be paid in biweekly instalments every second Friday throughout the calendar year. An employee electing this option shall be entitled to prorated vacation time at the rate of pay determined by the actual percentage for the employee's regular part-time appointment for each completed month of service based on 43 working days per annum. In addition, the employee shall be eligible for health and welfare

benefits in accordance with Clause 27.1. OC shall pay a pro rata portion of the health and welfare benefits based upon the actual percentage for the employee's regular part-time appointment.

(2) An employee on a regular part-time appointment shall receive a salary based upon the actual hours worked. Salaries shall be paid in biweekly instalments every second Friday during the period of the employee's workload assignment. An employee electing this option shall receive prorated vacation time based on 43 working days per annum, payable biweekly. In addition, the employee shall be eligible for health and welfare benefits in accordance with Clause 27.1. OC shall pay a pro rata portion of the health and welfare benefits based upon the percentage of the employee's workload assignment while they are in receipt of a salary from OC. Employees may continue their health and welfare benefits during the time they are not receiving a salary from OC provided they reimburse OC for the full cost of the health and welfare benefits.

(c) When an employee on a regular part-time appointment who elects to be paid in accordance with Clause 8.6(b)(1) above leaves the employment of OC prior to the end of a calendar year, the actual hours worked shall be reconciled to the actual salary received for the portion of the calendar year worked. Any overpayment or underpayment shall be adjusted on the final paycheque.

(d) Employees on regular part-time appointments shall have the right to accrue additional work for which they are qualified, on a seniority basis ~~within their assigned program~~ up to a full-time workload. The designated supervisor, in consultation with the Department Chair, shall use the review process in Clause 8.5(b)(3) to determine if the regular part-time employee is qualified. Such right of accrual shall take precedence over any other employee's rights of first refusal.

(e) Employees on regular part-time appointments who accrue additional work in accordance with Clause 8.6(d), shall receive a separate non-regular appointment for the additional work and shall receive 14% in lieu of vacation and 4% in lieu of health and welfare benefits.

(f) At any time OC determines that the additional work will become ongoing, or after the work has been accrued as a separate non-regular appointment for two consecutive years, the minimum percentage for the employee's regular part-time appointment shall be revised.

(g) A full-time workload resulting from a regular full-time employee's leave with or without pay shall be offered, on a seniority basis, to qualified regular part-time employees. The designated supervisor, in consultation with the Department Chair, shall use the review process in Clause 8.5(b)(3) to determine if the regular part-time employee is qualified. An employee who assumes the full-time workload on a replacement basis shall be entitled to return to their regular part-time appointment at the completion of the replacement period.

8.7 Right of First Refusal

(a) To be eligible for the right of first refusal for a similar appointment, an employee must have completed at least 48 weeks of service and had a minimum of two appointments of at least 12 weeks duration in the immediately previous 36 months. All service must be in a similar appointment. The Department Chair, in collaboration with the designated supervisor, shall determine if the available appointment is sufficiently similar to permit right of first refusal.

(b) In order to be eligible for right of first refusal at one particular centre, one of the appointments must have been at that centre.

(c) ~~Right of first refusal shall be earned within each appointment category (Article 8).~~ An employee with right of first refusal for a non-regular appointment with a full-time workload shall also have right of first refusal for a similar part-time appointment. An employee with right of first refusal for a

part-time appointment shall also have right of first refusal for a similar non-regular appointment with a full-time workload provided they have had a full-time appointment of at least 12 weeks duration in the past 12 months.

(d) An employee must have received a satisfactory evaluation during the period described in Clause 8.7(a) above. If an evaluation has not been completed, eligibility for right of first refusal shall not be denied.

(e) Where two or more employees are eligible for right of first refusal, the employee with the most seniority (see Article 19) shall be offered the position.

(f) Right of first refusal shall be retained provided there is a break of no more than 36 consecutive weeks between successive appointments.

8.8 Probationary Period

(a) An employee on a regular appointment shall be required to successfully complete a probationary period of two years.

(b) If an employee on a non-regular appointment is subsequently offered a regular appointment, full-time equivalent service in the non-regular appointment shall count as credit to a maximum of one year toward the probationary period of the regular appointment, provided that at least one satisfactory evaluation has taken place during the non-regular appointment. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken.

For Okanagan College

Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee

Donna Lomas, Chairperson
Okanagan College Negotiating Committee

For PSEA

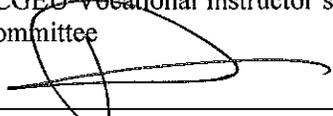
Chris Rawson, Managing Labour Relations Consultant II

Date: _____

For BCGEU Vocational Instructors



Cam McRobb, Co-Spokesperson/Chairperson
BCGEU Vocational Instructor's Negotiating
Committee



Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: Nov. 6, 2012

APPENDIX C
BARGAINING COMMITTEE

Representing OC:

Robert Huxtable, Chairperson
Donna Lomas, Chairperson
Chris Rawson, Spokesperson
Randy Maradyn, Spokesperson
Denise Fallis, Committee Member
John Haller, Committee Member
Craig McLuckie, Committee Member
Steven G. Robinson, Committee Member
Margo Kendal, Committee Member
Vanessa Griffin, Committee Member

Representing PSEA

Chris Rawson, Committee Member
Shubhneet Ark, Labour Relations Advisor

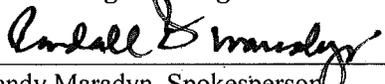
Representing the BCGEU:

Cam McRobb, Bargaining Unit Chairperson
Rob Wotherspoon, Staff Representative/Spokesperson
Dan Chetner, Committee Member
Edie Lowes, Committee Member
Randy Dewar, Committee Member
Dean Nutter, Committee Member

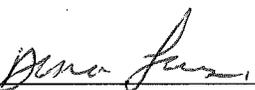
Support to the Bargaining Committee:

Vanessa Morash, Human Resources Advisor

For Okanagan College



Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee



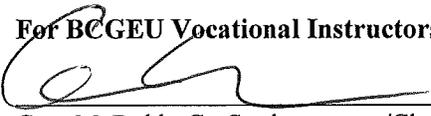
Donna Lomas, Chairperson
Okanagan College Negotiating Committee

For PSEA



Chris Rawson, Managing Labour Relations Consultant II

For BCGEU Vocational Instructors



Cam McRobb, Co-Spokesperson/Chairperson
BCGEU Vocational Instructor's Negotiating
Committee



Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: Nov 6, 2012

Date: Nov. 6, 2012

LETTER OF UNDERSTANDING #XXX

RE: WORKLOAD

The College and the Union share a mutual interest and agreement pertaining to attracting students to College programs, enriching the student experience, enhancing employees' work satisfaction, and ensuring the optimization of College space and resources.

In view of these objectives, the College and the Union commit to explore innovative non-traditional alternatives to work schedules as those opportunities are identified by the College or departments. The Parties will establish a single joint working group that will meet as necessary, to explore the possibility of entering into specific Letters of Understanding regarding the implementation of alternative workload arrangements and the implementation of pilot project(s), as mutually agreed, in specified department(s).

The joint working group will be made of three (3) representatives of the College and three (3) representatives of the Union. A maximum of two (2) additional rotating representatives from each Party from within the specific department will act as resources to the joint working group.

In the negotiation of alternative work arrangements, the following shall be taken into consideration:

- the operational needs of the Employer;
- any instructional or operational costs to the Employer;
- duty time limits;
- instructional hour limits;
- the distribution of instructional and non-instructional duties;
- notice requirements for the cancellation of the arrangement;
- employee preference.

Letters of Understanding shall address the details of the alternative workload arrangement and its effect on such matters, including but not limited to:

- hours of work
- rest and meal periods
- the distribution of instructional and non-instructional duties
- statutory holidays
- annual vacation
- CD/PD days
- sick leave
- other benefits
- seniority

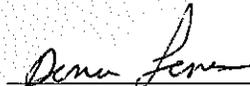
A copy of the mutually recommended alternative work schedule shall be included as an appendix to any Letters of Understanding. The Letters of Understanding will also identify the notice requirements for cancellation of any changes to work scheduling that may be agreed to.

Prior to implementation, such Letters of Understanding shall be subject to the ratification of the principals. For the Employer the principals include the Okanagan College Board of Governors and the Board of Directors of the Post-Secondary Employers' Association.

For Okanagan College

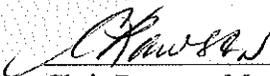


Randy Maradyn, Spokesperson
Okanagan College Negotiating Committee



Donna Lomas, Chairperson
Okanagan College Negotiating Committee

For PSEA



Chris Rawson, Managing Labour Relations Consultant II

For BCGEU Vocational Instructors



Cam McRobb, Co-Spokesperson/Chairperson
BCGEU Vocational Instructor's Negotiating
Committee



Rob Wotherspoon, Spokesperson
BCGEU Vocational Instructor's Negotiating
Committee

Date: January 7, 2013.

Date: Jan 7/2013.

November 13, 2012

amended.

Mr. Cam McRobb
BCGEU Vocational Instructors Chairperson
c/o Okanagan College
1000 KLO Road
Kelowna, BC

Dear Cam:

SUBJECT: OC Physician

This letter is sent to resolve outstanding issues with respect to the existing requirement in the April 1, 2010 to March 31, 2012 Collective Agreement for the College to have an OC physician and our use of the Manulife claims adjudication process as an alternative method for determining employee's eligibility for sick leave benefits.

Given that BCGEU Local 707 has agreed to amend the language of the Collective Agreement in clause 23.1 to relieve the College of its current obligations to have an OC physician and to provide for the alternative claims adjudication process, the College will reimburse to a maximum of \$150, those employees who are required to have medical forms completed by their physician and who produce receipts for such completion. Reimbursement shall be reserved only for forms associated with sick leave claims and shall not include any charges associated with the production of a certificate pursuant to 23.1 (b) or for any forms completed to claim Long Term Disability.

Please note that this undertaking will be implemented upon ratification by our respective principals of local and common agreements pursuant to the Protocol Agreement related to the 2012 BCGEU College Faculty Common Agreement.

Sincerely



Randy Maradyn, Director
Human Resources

.cc Rob Wotherspoon, Staff Representative

