MEMORANDUM OF AGREEMENT

Between

OKANAGAN COLLEGE

(hereinafter called "the Employer")

And the

OKANAGAN COLLEGE FACULTY ASSOCIATION

(hereinafter called "the Association")

THE UNDERSIGNED 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 OKANAGAN COLLEGE FACULTY ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

   All of the terms of the local portion of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, inclusive.

2. **Effective Dates**

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

3. **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".

4. **Appendix B**

The Employer and the Association agree to the Comprehensive Settlement package attached to this Memorandum of Agreement as Appendix B

5. **Appendix C**

The Employer and the Association agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" - "2012 FPSE Compensation Template Table" signed on February 2, 2013.

6. **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.

7. **Preparing the New Collective Agreement**

The final number sequences and editing of the new Collective Agreement will be confirmed by the parties prior to it being distributed.

Signed this 15th day of April 2013.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

BARGAINING REPRESENTATIVE FOR PSEA

Appendix A

Green Sheets from Local Negotiations

15.2.2 Selection Committees

15.2.2.1
A selection committee shall consist of three continuing employees from the department, including the Department Chair if appropriate, one continuing employee from a related department, ~~one representative from the appropriate Okanagan College student association,~~ and at the discretion of OC, the designated supervisor (or designate). **The department shall invite a student who is a member of ~~one representative from~~ the appropriate Okanagan College student association.**

15.2.2.2
A selection committee for a cross-appointed position (see clause 13.9) shall consist of ~~three~~ **an equal number of** continuing employees from each department **to a maximum of two from each**, including the Department Chairs if appropriate, ~~one representative from the appropriate Okanagan College student association,~~ and at the discretion of OC, the designated supervisor(s) (or designate). **The department shall invite a student who is a member of ~~one representative from~~ the appropriate Okanagan College student association.**

15.2.2.3
In a department with fewer than three continuing employees, the departmental representatives on a selection committee shall consist of all those continuing employees in the department plus a sufficient number of continuing employees from related departments to constitute a total of three employees.

15.2.2.4
When a position is assigned to a centre or the employee will be assigned two or more courses in a semester at a centre, a selection committee shall ~~include~~ **invite** the relevant Regional Dean. If the Regional Dean is included, an additional department member may, at the discretion of the department, be included on the selection committee. If there are no more department members available, the representative may be from a related department.

15.2.2.5
A selection committee for a non-instructional position may include a vocational instructor on regular appointment.

15.2.2.6
The chair of a selection committee shall normally be the designated supervisor (or designate).

15.2.2.7
The designated supervisor (or designate) may relinquish the chair of the selection committee by appointing the Department Chair to chair the committee.

15.2.2.8
If the designated supervisor (or designate) is absent, the Department Chair shall chair the committee. In selections without Department Chairs, the designated supervisor (or designate) shall appoint a selection committee chair.

15.2.2.9
Representatives on selection committees shall be selected by the continuing employees in the appropriate department(s), or related departments where necessary, in collaboration with the designated supervisor.

15.2.2.10
A selection committee for Educational Technology Coordinator may include one additional representative from a related department and one additional vocational instructor on regular appointment.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: April 15, 2013

Date: April 15, 2013

15.2.2 Selection Committees

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Tentative Agreement April 15, 2013

ok

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For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 23, 2012

Date: _____

HOUSEKEEPING

Article 29: Departments and Department Chairs

29.1.1 **Definition of Department**

29.1.2 Where appropriate, the term "school" may be used to designate one of the academic sub-units referred to in ~~25.1.1~~ **29.1.1**. In such cases all provisions of this Agreement which pertain to departments shall also pertain to such single-department schools.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date:

LETTER OF UNDERSTANDING #1
POLICY ON FORMATIVE TEACHING EVALUATIONS

OC and the Association agree to establish the following draft Policy on Formative Teaching Evaluations. Further the parties agree to review the policy and make adjustments to ensure fair and efficient operation.

Policy on Formative Teaching Evaluations

1. <u>Self Evaluation</u>

1.1
In order to improve course design or teaching effectiveness, an employee may conduct a written student evaluation of any aspect of a course including his or her teaching performance provided that the procedures of the survey protect student confidentiality.

1.2
Employees may also seek assistance in improving their teaching from a variety of sources including peers, department chairs, and Deans or Directors.

1.3
Individual employees may develop other sources of data for improving teaching effectiveness either alone or in consultation with others.

2. <u>Teaching Evaluations</u>

2.1
A student questionnaire shall be administered in such a way as to afford all students in a given course or class a reasonable chance to respond. The questionnaire shall contain a series of questions that will be answered on a computerized answer key and rated on a standardized scale. The questionnaire will comprise approximately 20 core questions plus any optional questions, selected from an approved list, added by the employee being evaluated. The format of the questionnaire, the core questions, and the list of optional questions shall be mutually agreed to by the parties and shall not subsequently be changed without the mutual agreement of both parties.

2.2
With each questionnaire a separate sheet of paper shall be provided for students to make written comments in response any open-ended questions approved by the parties. These comments shall be returned unexamined to the employee being evaluated in accordance with 2.5.

2.3
Where possible, student questionnaires shall be conducted in one semester of the academic year for each faculty member in every course with an enrolment of five (5) or more students.

2.4
The student questionnaire shall be administered by clerical staff under the direction of the Dean or Director. The scheduling of the student questionnaire shall be by the mutual agreement of the

employee and the Dean or Director. The employee shall not be present while questionnaires are being filled out. Employees shall not receive any information that would disclose the identity of students who completed the questionnaire.

2.5
After questionnaires have been completed, the written comments shall be placed in a sealed envelope, which shall be held in the office of the Dean or Director and provided to the employee being evaluated, unopened, after the final date for grade appeals has elapsed.

2.6
OC shall be responsible for providing the employee being evaluated with a confidential statistical summary of student responses after the final date for grade appeals has elapsed.

2.7
The statistical summary of student responses, and any response by the employee, shall be part of the employee's official personnel file.

2.8
Data and statistical measures derived from student questionnaires which conform to the provisions of clause 2.3, and which have been placed in the employee's official personnel file, can be used in the assessment of an employee's teaching performance and for the purposes of consideration of completion of the employee's probationary period. Any materials which are relevant in assessment of teaching and which have been placed in the official personnel file can be used in the assessment of teaching performance.

2.9
In using the statistical summary of student responses the employee's designated supervisor or designate shall consider any relevant factor, including but not limited to, course prerequisites, whether the course is elective or required, introductory or advanced, whether it is being taught for the first time, the facilities available given the requirements of the course, the subject matter, and other relevant issues.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date: _____

LETTER OF UNDERSTANDING #2

PRIOR LEARNING ASSESSMENT

1. OC and OCFA agree that prior learning assessment work undertaken by a member of OCFA is to be integrated into, and form part of, a college professor's workload as defined in this Agreement.

2. OC will remunerate PLA work done by current employees based on the number of assigned real hours required to perform those assessments. The rate of payment shall be determined by the following formula:

   $$\text{Hourly PLA Remuneration} = \frac{(S) \times (1.5)}{(30) \times (52)}$$

   where S is the annual salary.

3. Before any PLA assessment work is undertaken in a department the chair of the department, a representative of the Association, and the designated supervisor shall meet to determine the types of PLA assessment that might be undertaken in that department, and the number of real hours required for assessments of various types within that department. Once all three parties have agreed on how many real hours will be assigned for assessments of various types all assessments of a given type in that department shall be remunerated on the basis of the agreed upon number of hours. The agreement will remain in force for one year and can be renewed only with the mutual agreement of all three parties.

4. Continuing employees in the department shall have a first right, on a seniority basis, for PLA work.

5. The parties agree that it is the responsibility of employees not to perform PLA work without first having acquired a sufficiently high level of subject matter expertise to perform the assessment adequately.

6. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has voluntarily accepted is expected to develop, without additional compensation or release time, and in a timely fashion, the relevant subject matter expertise prior to undertaking the work.

7. If no employee voluntarily accepts a PLA assignment the work may be assigned to a continuing employee by the designated supervisor, in consultation with the department chair.

8. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has been assigned is entitled to develop the relevant subject matter expertise prior to undertaking the work. OC shall provide the faculty member with sufficient release time in order to develop the relevant subject matter expertise. The amount of release time shall be mutually agreed

9. An employee assigned PLA responsibilities is entitled to training in the methodology and application of prior learning assessment, if necessary. The employer shall provide necessary release time from other duties to undertake such training, and pay all expenses incurred.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date: _____

LETTER OF UNDERSTANDING #3

LARGE CLASSES, TEACHING ASSISTANTS, AND LABORATORY DEMONSTRATORS

OC and the Association recognize and support the goal of achieving and maintaining class sizes that reflect the values of a learner-centred college. These values are inconsistent with class sizes so large that teaching assistants and laboratory demonstrators are required. However, in the short term, and in some areas, the parties accept that large class sizes may be unavoidable.

In recognition of this, the parties agree that a college professor shall not be required to teach more students in any one section than the maximum student count that would constitute the appropriate class size for that course without the assistance of a teaching assistant or laboratory demonstrator unless the college professor, department chair, and designated supervisor mutually agree on an appropriate commensurate reduction in the Instructional Year Workload Limit (**Error! Reference source not found.**).

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Frez, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18 2012

Date: _____

LETTER OF UNDERSTANDING #4

RE: ASTRONOMY 110/111/112/120/121/122

It is agreed that the three hour lecture component of Astronomy 110, Astronomy 111 and Astronomy 112 may be timetabled together and taught simultaneously, and that the College Professor assigned the three courses will receive a workload credit of 1 Teaching Load Unit (TLU). Should the enrolment in the three courses combined exceed 55 students it is agreed that the faculty member's workload credit will be 2 TLUs and that the College may timetable the Astronomy 112 course so that it is not taught simultaneously with Astronomy 110 and Astronomy 111.

In the event that the College schedules Astronomy 110, the associated 1-hour per week tutorial will be included in the college professor's work assignment and that employee will receive a 0.17 TLU workload credit for this assignment.

It is also agreed that the three hour lecture component of Astronomy 120, Astronomy 121 and Astronomy 122 may be timetabled together and taught simultaneously, and that the College Professor assigned the three courses will receive a workload credit of 1 Teaching Load Unit (TLU). Should the enrolment in the three courses combined exceed 55 students it is agreed that the faculty member's workload credit will be 2 TLUs and that the College may timetable the Astronomy 122 course so that it is not taught simultaneously with Astronomy 120 and Astronomy 121.

In the event that the College schedules Astronomy 120, the associated 1-hour per week tutorial will be included in the college professor's work assignment and that employee will receive a 0.17 TLU workload credit for this assignment.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date: _____

LETTER OF UNDERSTANDING #5

RE: CLAUSE ~~20.3~~ 21.4 – SPECIAL COURSES – AN ALTERNATE MODE OF INSTRUCTIONAL DELIVERY FOR PHYSICS 111/121 IN PENTICTON AND SALMON ARM

Whereas the College is not currently offering Physics 111/121 in either Penticton or Salmon Arm, the department of Physics and Astronomy proposes to offer an alternative instructional delivery model in order to provide well-qualified students in Penticton or Salmon Arm or both with an opportunity to obtain credit for Physics 111/121.

Students must be approved by the Department in order to be eligible to participate in this method of delivery.

These courses shall only be offered in this format where there is agreement between the employee(s), the Department and the Dean.

Students in Salmon Arm or Penticton who want credit for PHYS 111/121 and who have been approved by the department will enroll in both a lecture and laboratory section of PHYS 111/121 offered by the department in either Vernon or Kelowna (the actual sections to be determined by the department in consultation with the Dean). The students will then attend a lecture and laboratory section of PHYS 112/122 in either Penticton or Salmon Arm but will be required to complete all assignments, laboratory experiments, tests and exams associated with the appropriate PHYS 111/121 sections.

The College Professor(s) (in Vernon and Kelowna) assigned to teach PHYS 111/121 in whose section these students are enrolled, (the "enrolling faculty member"), will be responsible for all curricular decisions; for the setting and marking of all assignments, tests and exam, for keeping track of all course material moving between the two college campuses, and for the assignment of a course grade for the students.

The College Professor assigned to teach the sections of PHYS 112/122 in Penticton and Salmon Arm (the "lecturing faculty member") agrees to have these students participate in their assigned lecture sections and to provide additional tutorial assistance for these students each week as required.

The College Professors assigned to the Physics Laboratory in Penticton and Salmon Arm (the "laboratory faculty member") will arrange for these students to complete the PHYS 111/121 laboratory curriculum while attending the PHYS 112/122 laboratory section in their centre. In no case may these additional students result in an enrolment in the laboratory in Salmon Arm or Penticton which exceeds the normal maximum for these courses. In the event that an additional lab section is required to accommodate these students, the College agrees to put on a laboratory section of PHYS 111/121 in addition to the normal PHYS 112/122 laboratory sections.

In recognition of the extra work associated with this method of delivery, each of the enrolling, lecturing and laboratory faculty members involved in it will be credited as follows:

- for 1 to 4 students from Penticton 1/6 TLU workload credit,
- for 5 to 8 from students from Penticton an additional 1/6 TLU.
- for 1 to 4 students from Salmon Arm 1/6 TLU workload credit
- for 5 to 8 from students from Salmon Arm an additional 1/6 TLU.

Should more than 8 students from either Penticton or Salmon Arm wish to participate in this method of delivery then the college shall either limit the number to a maximum of 8 or add an addition section of PHYS 111/121 Lecture and laboratory at the appropriate centre.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18 2012

Date: _____

LETTER OF UNDERSTANDING #7

RE: IMPLEMENTATION OF NEW PROVISIONS FOR SECONDED AND ATTACHED PROVISIONS

1. OC has identified the following individuals who currently have the right to return to the faculty bargaining unit but for whom positions have not been preserved (they possess "Attached" positions):

Employee	**Department**
Jim Hamilton, President	English
Robert Huxtable, Dean, AFP	Psychology
Jayne Brooks, Director of Teaching and Learning	Business
Andrew Hay, Vice President Education	**Mechanical Engineering Technology**

2. OC has identified the following individuals who are currently on leave from a continuing position covered by the collective agreement (are "Seconded") and for whom replacement faculty may have been hired:

Employee	**Department**
~~Andrew Hay, Vice President Education~~	~~Mechanical Engineering Technology~~
Heather Banham, Dean, Business	Business
Barry McGillivray, Associate Dean, Business	Business
Craig McLuckie, Associate Dean, AFP	English

3. The parties agree that the individuals who are currently seconded and listed in 2. above and who continue to work in a senior educational administrator position after the date listed, shall be assigned an attached position in accordance with **Error! Reference source not found.** "Attached Positions for Senior Educational Administrators".

Employee	**Date**
~~Andrew Hay, Vice President Education~~	~~May 31, 2012~~
Heather Banham, Dean, Business	December 31, 2013
Barry McGillivray, Associate Dean, Business	December 31, 2013
Craig McLuckie, Associate Dean, AFP	December 31, 2014

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date: _____

~~LETTER OF UNDERSTANDING #8~~

~~RE: PROCESSES TO TRANSITION EXISTING TERM EMPLOYEES TO NEW ACCRUAL AND CONVERSION PROVISIONS~~

~~Upon ratification:~~

1. ~~Faculty who are currently covered by 13.5.4.1 of the 2005 – 2010 collective agreement shall be offered and assigned work for which they are qualified up to full-time. Such employees' right of accrual seniority shall be effective on the start date of their first appointment following their conversion review. Such employees transition to the new conversion provisions upon ratification.~~

2. ~~All term faculty who have completed 8 TLUs or more (or equivalent non-instructional hours) must go through the departmental selection process in the new 14.1.4 in an internal competition (apply for and are deemed qualified for the term work for which they've applied; suitable for a future continuing appointment in the department and identification of the work for which they are qualified; compatible with the requirements of the department as approved in the Department Ed Plan). For the purposes of transition, 14.1.3(a) does not apply.~~

   a. ~~Successful candidates gain the new accrual rights and are assigned the term work for which they are qualified in order of preference as recommended by the department selection committee.~~

   b. ~~Candidate deemed qualified, suitable and compatible but for whom no work is available: maintain their existing TLUs (or equivalent non-instructional hours) and have priority rights to all term work for which they are qualified; once this work is available, is offered and accepted, they gain the new accrual rights and accrual seniority. Should no work be available and there is a break in service of 24 months, such candidates shall be considered a new employee if they are subsequently rehired through open competition.~~

   c. ~~Unsuccessful candidates lose current right of accrual and do not get work. May apply for future term work through open competition. These employees maintain their accumulated TLUs until there is a break in service of 24 months.~~

3. ~~All current term employees with less than 8 TLUs (or equivalent non-instructional hours) shall maintain the accrual rights from the former collective agreement. Once they accumulate 8 TLUs (or equivalent non-instructional hours), they follow the new process.~~

~~4. All work not assigned by this process shall be filled by open competition.~~

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date: _____

MEMORANDUM OF AGREEMENT #1

Between

Okanagan College (hereinafter called the "Employer")

And

Okanagan Faculty Association (hereinafter called the "OCFA")

Re: Service Recognition on Retirement Allowance

Subject to the ratification of the Memorandum of Agreement renewing the 2005-2010 Collective Agreement, and effective March 31, 2012 the Employer and the OCFA agree that the changes to the provisions noted in item (a) below, agreed to by the Parties as part of the 2010-2012 negotiations, result in cost savings beyond the term of this Collective Agreement. In exchange for these savings, the Employer agrees to add a new Clause to the Collective Agreement as a new provision titled "Service Recognition on Retirement Allowance" and added as Clause 30.3. Access to this new provision is effective March 31, 2012. Existing Clause 26.3 Resignation will be re-numbered as Article 31 Resignation.

(a) Savings from Changes to the Collective Agreement on the following:

1) Department Chair Release (Amendment to Clause 25.7)
2) Department Chair Stipends (Deletion of Clause 25.8)
3) Semester Averaging (Amendment to Clause 18.4.2 and Deletion of LOU #11)
4) Summer Session Payment (Amendment to Clause 20.2.3 and 33.2.2)
5) Increments for Term Faculty (Amendment to Clause 33.4)

The specific changes to these Collective Agreement provisions are outlined in the Memorandum of Agreement renewing the 2005-2010 Collective Agreement.

The Employer and the OCFA agree that the savings derived from the above changes are as follows:

i) $252,548 will be realized in Fiscal Year 1 of the cost savings (from April 1, 2012 to March 31, 2013)
ii) $296,813 will be realized in Fiscal Year 2 of the cost savings (from April 1, 2013 to March 31, 2014)
iii) $299,800 will be realized in Fiscal Year 3 of the cost savings and each Fiscal year thereafter (from April 1, 2014).

The Parties agree that the costs and cost savings in each of Fiscal Year 1, 2, 3 and each Fiscal year thereafter are salary sensitive and will be amended to reflect any negotiated general wage increases.

(b) Allocation of the Service Recognition on Retirement Allowance – Clause 30.3

The process for allocation of the Service Recognition on Retirement Allowance shall be as follows:

1) The deadline for submitting notice to retire is the last business day of December in each year, except as noted in (d) 1) below.

2) Where the number of eligible employees for the Service Recognition on Retirement Allowance generates a cost that exceeds the available funding in a Fiscal year, the allowance will be granted to those employees with the greatest length of service with the College.

3) An employee or employees who retire, but who do not receive the allowance as a result of the demand exceeding the available funding, will have preference over all other applicants in the subsequent calendar year and will receive their Service Recognition on Retirement Allowance as a retiring allowance in the Fiscal year following the retirement.

4) Where the number of eligible employee retiring generates a cost that is less than the available funding in a Fiscal year, the excess funds will be dealt with according to section (c) below.

(c) Annual Reconciliation of Costs/Savings

1) The specific cost savings in each respective year (Fiscal Year 1, 2 and 3 and thereafter) outlined in (a) i - iii above will be allocated to fund a Service Recognition on Retirement Allowance for eligible employees within the OCFA who are retiring from the College.

2) In any Fiscal year, the value of the payments made pursuant to the Service Recognition on Retirement Allowance shall not exceed the value of the Service Recognition on Retirement Allowance fund available in that Fiscal year.

3) Given current provincial accounting rules, excess funds which are not utilized for the Service Recognition on Retirement Allowance cannot be carried forward from one Fiscal year to the next. These excess funds will be available to for other employment-related initiatives for employees covered by the Collective Agreement in the Fiscal year in which the savings are generated.

4) The allocation of excess funds will be agreed to by the Employer and the OCFA by May 31st of each year. If the Parties are unable to agree on the allocation of excess funds, these funds will be distributed to employees within the OCFA in a manner and on a date mutually agreed to between the Parties.

(d) Implementation on Ratification of the 2010 – 2012 Collective Agreement

1) Those employees who wish to retire in Fiscal year 1 and who are eligible for the service recognition retirement allowance must submit notice to retire by March 1, 2012. For these employees the requirement for six months notice is waived. A college professor shall not retire during an instructional period without mutual agreement.

2) All other provisions of this Memorandum of Agreement titled "Service Recognition on Retirement Allowance" shall apply.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: Nov 18, 2012

Date: _____

Appendix B

Comprehensive Settlement Package

Comprehensive Settlement Package
Date: April 15, 2013 **Time:** 8:00

ARTICLE 2 – TERM OF AGREEMENT

This Agreement, until changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, ~~2010~~ **2012**, to and including March 31, ~~2012~~ **2014**, thereafter unless either party gives notice to commence collective bargaining in accordance with the *Labour Relations Code* of British Columbia, in which case the Agreement shall remain in force until a new Collective Agreement is concluded.

ARTICLE 14 – ACQUISITION OF RIGHT OF ACCRUAL AND CONVERSION OF EMPLOYEES FROM TERM TO CONTINUING APPOINTMENT WITHIN A CLASSIFICATION

14.1.5.3 Right of Accrual Seniority

In the case of instructional term employees who have gained right of accrual and have accepted a term appointment commencing in the Fall semester, the deemed seniority date is September 1st. In the case of instructional term employees who have gained right of accrual and have accepted a term appointment commencing in the Winter semester, the deemed seniority date is January 1st.

In the case of **non-instructional** term employees, seniority is determined from the date the term employee commences the term ~~assignment~~ Appointment and gains accrual rights.

In the event of a tie, the employee who has accumulated the greater number of TLUs (excluding Summer Session and DE) or the greater number of non-instructional hours shall be considered to have seniority. If a tie still exists, seniority shall be determined by the toss of a coin.

ARTICLE 35 – TECHNOLOGICAL CHANGE

DELETE

ARTICLE 42 – TRAVEL EXPENSES AND ALLOWANCES

42.1 Out of Region

42.1.1

Employees required to be out of the OC region on the business of OC shall receive reimbursement for actual meal expenses up to a maximum of ~~$44.00~~ **$45.85** per full day for meals, plus actual necessary lodging and transportation expenses.

42.1.2 Lodging Allowance

Employees required to be out of the OC region on the business of OC who stay in non-commercial lodging shall be entitled to claim $33 per day except where the lodging is supplied by OC. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

42.1.3 Telephone Allowance

Employees required to be out of the OC region on the business of OC who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

42.2 In Region

42.2.1

Employees who are authorized by the designated supervisor to attend a meeting or travel within the OC region-shall receive reimbursement for actual meal expenses up to the following maxima:

Breakfast	~~$ 10.50~~ **$10.94**
Lunch	~~$ 12.25~~ **$12.76**
Dinner	~~$ 21.25~~ **$22.14**

42.2.2

Employees may claim a per diem allowance for meal expenses up to a maximum of ~~$25.00~~ **$26.05** per full day. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

Breakfast	~~$ 5.50~~ **$5.73**
Lunch	~~$ 6.75~~ **$7.03**
Dinner	~~$12.75~~ **$13.29**

Employees may not claim both reimbursement pursuant to 42.2.1 and a per diem allowance.

42.2.3

In the event employees receive prior authorization to obtain overnight accommodation while on OC business within the OC region, actual lodging expenses shall be reimbursed.

42.3 Own Vehicle Travel Allowance

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of ~~$0.45~~ **$0.47** per kilometre. It shall not be a condition of employment for continuing or full-time term employees to supply a motor vehicle. Continuing and full-time term employees may refuse to use their motor vehicles for OC business.

42.4 to 42.6

EXTANT

LETTER OF UNDERSTANDING #6

RE: IMPLEMENTATION OF YEARS 1 AND 2 OF THE BACHELOR OF SCIENCE, NURSING (BSN) PROGRAM

WHEREAS the College has committed to provide the first two years of the BSN program using the Collaboration for Academic Education in Nursing (CAEN) curriculum commencing September, 2011; and,

WHEREAS the employees hired to instruct in the BSN program are members of the Faculty Association; and,

WHEREAS the Faculty Association has agreed to the creation of the Department of Nursing; and,

WHEREAS the collective agreement between the College and the Faculty Association applies to the faculty in the Department of Nursing,

NOW THEREFORE THE PARTIES AGREE:

1. Article 21.2(Summer Session Courses) of the collective agreement is waived for faculty members within the Department of Nursing who are assigned to perform program-specific instructional duties for NSGU 130 and NSGU 230 within the months of April, May, June, July or August. Assignment of NSGU 130 and NSGU 230 shall include the agreement of the college professor(s). Where no faculty member within the department agrees to the assignment of NSGU 130 or NSGU 230, the Dean shall make the determination and assign the work.

2. All courses in the Nursing Department are lectures or a combination of lectures and laboratory/clinical practice. College professors who are paid on the part-time salary formula for work within the Department of Nursing shall be paid using the Adjustment Factor of 0.89.

3. The following courses have atypical TLU values that do not correspond with the formulas outlined in 18.3. The following TLU values are agreed:

Course Number	**TLU Value**
NSGU 114 (3,3,0)	1.0 TLU (for 3 hour lecture)
	1.0 TLU (for each section of 3 hour practice)
NSGU 124 (3,10,0)	1.0 TLU (for 3 hour lecture)
	1.0 TLU (for each section of 3 hour practice)
	1.5 TLU (for each section of 7 hour practice)
NSGU 130 (0,30,0)	0.75 TLU (for each 60 hour section)
NSGU 214 (3,13,0)	1.0 TLU (for 3 hour lecture)
	3.0 TLU (for each section of 13 hour practice)
NSGU 224 (3,13,0)	1.0 TLU (for 3 hour lecture)
	3.0 TLU (for each section of 13 hour practice)
NSGU 230 (0,36,0)	1.0 TLU (for each section)

4. The lecture courses within the Nursing program may be assigned to more than one college professor. In such cases, the TLU value of the assigned course is split between the college professors who have received the assignment.

5. Responsibility for the coordination of the Lab Simulator is considered instructional duties and the college professor who assumes the responsibility may be released from other instructional duties for up to 3 TLUs per semester.

6. **This LOU shall remain in effect for the 2013-2014 workloads. The parties shall review the Letter of Understanding prior to October 31, 2013. Prior to implementing any changes, the changes will be subject to agreement of the principals. For the College, the principals include the Okanagan College Board of Governors and the Board of Directors of the Post Secondary Employers' Association. For the purposes of this LOU only, the principal for the Association shall be the Association Executive Committee. If there is no agreement to change the LOU, the LOU shall remain in effect until a replacement collective agreement is negotiated.**

LETTER OF UNDERSTANDING #(NEW)

RE: CONTINUATION OF RIGHT OF ACCRUAL FROM 2005 TO 2010 COLLECTIVE AGREEMENT

All current term employees who have fewer than 8 TLUS (or equivalent non-instructional hours) and who have accrual rights from the 2005 to 2010 collective agreement shall retain such accrual rights. Once they accumulate 8 TLUs (or equivalent non-instructional hours), such accrual rights shall expire and these term employees follow the process for the acquisition of right of accrual described in Article 14.

For Okanagan College

Randy Maradyn, Spokesperson
OC Negotiating Committee

Heather Banham, Chairperson
OC Negotiating Committee

For Okanagan College Faculty Association

Nolan Fretz, Co-Spokesperson/Chairperson
OCFA Negotiating Committee

Sharon Josephson
OCFA Negotiating Committee

For PSEA

Chris Rawson, Managing Labour Relations Consultant II

Date: April 15, 2013

Date: April 15, 2013

Appendix C

Memorandum of Agreement 2012 – FPSE Compensation Template Table

February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

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

("the Employers")

and

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

(FPSE locals referred to as "the Unions")

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

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

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

1. Article 2 – Harassment

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

"2.1 Statement of Commitment

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

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

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

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

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

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

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

2. BC Provincial PharmaCare Formulary

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

3. New – Letter of Understanding – Expedited Arbitration

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

4. Article 13 – Effect of This Agreement

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

"Letter of Understanding – Expedited Arbitration"

5. Article 16 – Common Faculty Professional Development Fund

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

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

6. Article 17 - Term

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

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

7. Letter of Understanding 4 – Respectful Working Environment

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

8. Nicola Valley Institute of Technology

a) Effective the date of ratification of the local parties' Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees' Association (FPSE Local 19) agree to the "2010 – Faculty Common Table" Settlement which is attached to this template as Schedule "6".

b) Effective the date of ratification of the local parties' Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 5 – Variant Applications of Common Agreement Provisions to the NVIT Parties which is attached to this template as Schedule "5".

9. Article 12 – Salaries

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

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

(a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

(b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

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

(d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar."

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

(b) "12.2 Secondary Scale Adjustment

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

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

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

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

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

(c) "12.6 Faculty Administrative Stipends

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

a) 12.6.1 Effective January 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

b) 12.6.2 Effective April 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

c) 12.6.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

d) 12.6.4 Effective January 1, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable."

10. Sectoral Non-regular Research Project

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

11. Northwest Community College

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

12. Housekeeping

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

(a) the parties by mutual agreement, agree to delete old effective dates throughout their respective Common Agreement where they no longer carry any effect;

(b) renew LOU 1: JADRC;

(c) renew LOU 2: Employee Security and Regularization;

(d) renew LOU 3: Partial Sick Leave and Partial Disability Benefits;

(e) renew LOU 6: 2001 Local Negotiations;

(f) renew LOU 7: Salary Stipend;

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

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

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

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

FOR THE PARTICIPATING EMPLOYERS:

Rob D'Angelo, PSEA, Chair

Anita Bleick, PSEA, CEO

FOR THE PARTICIPATING UNIONS:

FPSE Local 3, FACNC

FPSE Local 4, DCFA

FPSE Local 6, CORFA

FPSE Local 9, OCFA

FPSE Local 10, SCFA

Roque Berthiaume

FPSE Local 11, AWU

FPSE Local 12, CCFA

Karen Smith

FPSE Local 15, VCCFA

FPSE Local 16, NICFA

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

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

SCHEDULE 2

LETTER OF UNDERSTANDING

Re: Harassment Investigators

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

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

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

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

SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

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

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

(a) All grievances except those relating to the following shall be resolved by expedited arbitration:

i. Dismissals;
ii. Suspensions in excess of five (5) working days;
iii. Policy grievances;
iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
v. Grievances requiring the presentation of extrinsic evidence;
vi. Grievances where a local party intends to raise a preliminary objection;
vii. Grievances arising from the duty to accommodate; and
viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

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

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

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

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

7. Procedure

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

8. Mediation

a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.

b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

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

10. Status of the Decision

a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.

b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

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

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

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

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

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

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

2. Mandate

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

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

(i) ~~the identification and reduction of~~ **enhance understanding of** ~~inappropriate~~ **inter**personal conflict and bullying, **and** the effects **thereof** in the workplace;

~~the effects of mental health issues in the workplace, and~~

(ii) **ensure that all members of the institutional community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and**

(iii) **actively promote the** development and maintenance of a respectful workplace environment.

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

3. Committee Timelines

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

~~3. Local Joint Process~~

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

~~4. Expiry of this Letter~~

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

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:

1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:

1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5

1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.

1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.

1.1.4 Requests under this Article will not be unreasonably denied.

1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.

1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.

1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.

1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.

2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

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

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

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

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.

4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.

5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.

6. ~~The Parties agree that for the term of this agreement, Article 34 (Support Staff Salaries) of the NVIT local agreement remains in force, and that Appendix A (Provincial Salary Scale) of this Agreement does not apply to the NVIT support staff.~~ Support staff salary: The parties agree to the following:

   a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

   b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

   c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

   d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")
participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")
representing those of its local unions participating (and whose employers are participating) in the Faculty Common Table

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

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

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

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

1. Protected Grounds – BC Human Rights Code

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

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

2. Mediation

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

"2.3.3 Mediation

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

3. Terms of Reference for Investigators

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

"2.3.5 Terms of Reference of the Investigator

(a) The purpose of the investigator will be to ascertain facts.

(b) All persons quoted in the investigation will be named by ***code*** ~~***initials***~~ ***determined by the Investigator to preserve confidentiality.***

(c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by ***code*** ~~***initials***~~ only. However, a ***reference*** key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding."

4. Labour Adjustment Strategies: Workplace Organization

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

5. Donor Leave

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

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

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

6. Joint Committee on Benefits Administration

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

> ***"Training for local Joint Rehabilitation Committees."***

7. Joint Rehabilitation Committee (JRC)

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

> ***"Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.***
>
> ***The operation of the JRC is subject to the terms and conditions of the disability benefits plan."***

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

8. Common Faculty Professional Development Fund

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

"1. Purpose

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

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;

(l) delete LOU 6: Common Faculty Professional Development Fund;

(m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);

(n) delete LOU 10: Proposals Moved to Local Bargaining;

(o) delete LOU 11: Benefits Issues for Discussion by JCBA;

(p) delete LOU 13: Financial Incentive;

(q) delete LOU 14: Fiscal Dividend;

(r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;

(s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;

(t) Amend the definition of "institution" to read ""Institution" means a ***post-secondary institution*** that has ratified a Collective Agreement that includes this Common Agreement."; and

(u) any other housekeeping items mutually agreed to.

2010 – Faculty Common Table

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

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

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

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712

2010 – Faculty Common Table

Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

2010 – Faculty Common Table

APPENDIX A

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

Appendix "A"

APPENDIX A
PROVINCIAL SALARY SCALE

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

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