

MEMORANDUM OF AGREEMENT

between

OKANAGAN COLLEGE

and the

OKANAGAN COLLEGE FACULTY ASSOCIATION

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2014 AND EXPIRING MARCH 31, 2019 (hereinafter called the "new collective agreement") SHALL CONSIST OF THE TERMS OF SETTLEMENT ACHIEVED AT THE FPSE TEMPLATE TABLE AND THE FOLLOWING:

1. Previous Conditions

All the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6, inclusive.

2. Term of Agreement

As negotiated at the FPSE Template Table, the term is April 1, 2014 to March 31, 2019.

3. Effective Dates

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

4. Appendix "A"

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

5. Appendix "B"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" -- 2014 FPSE Template Table ("FTT").

6. Collective Agreement Changes

ARTICLE 13 – APPOINTMENT OF EMPLOYEES (Housekeeping)

13.1.2 Term Appointment

A term appointment is an appointment for a specified period of time.

13.1.2.1 Full-Time Term Appointment

~~A term appointment is an appointment for a specified period of time.~~ A full-time term appointment which includes both the fall and winter semesters shall be a single continuous appointment. A term college professor who teaches 6.8 TLUs or more in consecutive fall and winter semesters shall receive a full-time salary for the two week period between the fall and winter semesters whether or not the employee's initial offer(s) of appointment included this period. A term non-instructional employee who is employed for 1010 hours or more over consecutive fall and winter semesters shall receive a full-time salary for the two week period between the fall and winter semesters whether or not the employee's initial offer(s) of appointment included this period.

renumber subsequent provisions

ARTICLE 17 – ADMINISTRATORS

17.4 Information to the Association

OC shall provide the Association with a list of administrators holding seconded and attached positions by May 31st of each year.

ARTICLE 19 – WORKLOADS FOR COLLEGE PROFESSORS (Housekeeping)

19.4.3.4

Unless the college professor, department, and designated supervisor mutually agree, a college professor shall neither be assigned a teaching workload that includes more than one (1) **section of a course** per semester scheduled to begin before 8:00 a.m. or end after 6:30 p.m. nor be assigned a teaching workload that includes teaching outside of these times more than twice a week.

ARTICLE 21 – SPECIAL COURSES

21.4.3

Prior to offering such work, the designated supervisor and the department shall agree on the appropriate workload (TLU) credit for college professors **and the Association shall be notified.**

21.5.2 (Housekeeping)

A continuing employee who tutors distance education courses shall do so as a DE tutor and, at his or her discretion, shall receive additional compensation as determined by the appropriate salary formula in clause 37.5 or banked workload credit for future release from assigned duties per 19. 7.1. ~~below.~~

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ARTICLE 23 – PROFESSIONAL DEVELOPMENT

23.2 Professional Development Fund

A professional development fund shall be maintained for eligible employees. Each fiscal year OC shall pay an amount equal to 0.6% and the Association shall pay an amount equal to 0.1% for each continuing employee based on Step 1 of the Salary Scale.

23.3 Eligibility

~~Employees holding a continuing appointment and employees holding a term appointment who have right of accrual shall be eligible to apply for money from the fund.~~

23.5 Professional Development Committees Guidelines and Procedures

23.5.1

~~Eligible~~ Employees seeking financial assistance from the fund shall apply to the appropriate Professional Development Committee on the form provided.

The remainder of Article 23 remains unchanged

ARTICLE 24 – PROFESSIONAL ALLOWANCE

24.1 Purpose

A Professional Allowance Fund is established for the purpose of assisting eligible employees to maintain currency and competency and to offset the cost of expenses including, but not limited to, subscriptions to scholarly journals, books, computer software, computer or other equipment and professional dues. The expenses cannot be of the type for which reimbursement is otherwise available from Travel Allowances (Article 41), Professional Development (Article 2Error! Reference source not found.3), or the Grants-In-Aid of Research, Scholarly and Creative Activity (Article 26).

24.2 Professional Allowance Fund

On each July 1st, 2014 and July 1st, 2015, OC shall deposit the sum of \$35,000 into a jointly administered fund to be known as the Professional Allowance Fund. Any interest earned on the money in the fund shall accrue to the fund and any money remaining in the fund at the end of the fiscal year shall stay in the fund for subsequent use of the fund.

Effective July 1, 2016

On each July 1st, OC shall deposit a sum equal to 40% of Step 1 of the salary scale into a jointly administered fund to be known as the Professional Allowance Fund. Any interest earned on the money in the fund shall accrue to the fund and any money remaining in the fund at the end of the fiscal year shall stay in the fund for subsequent use of the fund.

24.3 Eligibility

~~Employees holding a continuing appointment shall be eligible to apply for money from the fund.~~

24.4 Committee

A joint committee, comprising two faculty members appointed by the Association and one administrative representative, shall be responsible for administering the fund in accordance with the jointly agreed guidelines.

24.5 Guidelines

OC shall publish, with other College policies, the Guidelines for the Professional Allowance Fund agreed to by OC and the Association. The Committee shall work within these guidelines to set the maximum annual amount for which an employee is eligible, to review applications for professional allowance monies, and to allocate such monies. Any change in the guidelines shall be subject to agreement between OC and the Association.

ARTICLE 39 – HEALTH AND WELFARE PLANS

39.1 Benefits Eligibility

Extant

39.3 Benefits for Part-Time Continuing and Term Employees

39.3.1

Extant

39.3.2

Employees on part-time continuing appointments who do not request health and welfare coverage shall receive ~~four percent~~ 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective June 1, 2017:

Employees on part-time continuing appointments who do not request health and welfare coverage shall receive 5% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Employees on part-time continuing appointments who do not request health and welfare coverage shall receive 5.75% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.5

Extant

39.3.4

Extant

39.3.5

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective June 1, 2017:

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 5% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 5.75% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.6

Part-time term employees shall receive 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective June 1, 2017:

Part-time term employees shall receive 5% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Part-time term employees shall receive 5.75% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

39.3.7

Part-time continuing employees who accrue additional work pursuant to **Error! Reference source not found.** shall receive 4% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective June 1, 2017:

Part-time continuing employees who accrue additional work pursuant to **Error! Reference source not found.** shall receive 5% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

Effective September 1, 2018:

Part-time continuing employees who accrue additional work pursuant to **Error! Reference source not found.** shall receive 5.75% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

The remainder of Article 39 remains unchanged and will need to be renumbered accordingly.

ARTICLE 41 – TRAVEL EXPENSES AND ALLOWANCES (Housekeeping)

41.1 Out of Region

41.1.1

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 \$45.85 per full day for meals, plus actual necessary lodging and transportation expenses.

Effective April 1, 2016

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 \$47 per full day for meals, plus actual necessary lodging and transportation expenses.

Effective April 1, 2018

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 \$48.41 per full day for meals, plus actual necessary lodging and transportation expenses.

41.1.2 Lodging Allowance (*Housekeeping*)

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.

Effective April 1, 2016

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 \$33.83 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.

Effective April 1, 2018

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 \$34.84 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.

41.1.3 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.

41.2 In Region (*Housekeeping*)

41.2.1

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	\$10.94
Lunch	\$12.76
Dinner	\$22.14

Effective April 1, 2016

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	\$11.21
Lunch	\$13.08
Dinner	\$22.69



Effective April 1, 2018

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	\$11.55
Lunch	\$13.47
Dinner	\$23.37

41.2.2 (Housekeeping)

Employees may claim a per diem allowance for meal expenses up to a maximum of \$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	\$5.73
Lunch	\$7.03
Dinner	\$13.29

Effective April 1, 2016

Employees may claim a per diem allowance for meal expenses up to a maximum of \$26.69 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	\$5.87
Lunch	\$7.21
Dinner	\$13.62

Effective April 1, 2018

Employees may claim a per diem allowance for meal expenses up to a maximum of \$27.49 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	\$6.05
Lunch	\$7.42
Dinner	\$14.03

Employees may not claim both reimbursement pursuant to 41.2.1 and a per diem allowance.

41.2.3

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.

41.3 Own Vehicle Travel Allowance (Housekeeping)

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$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.



Effective April 1, 2016

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$0.48 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.

Effective April 1, 2018

Employees authorized to use their personal motor vehicles for OC business shall be paid a travel allowance of \$0.50 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.

41.4

Travel expenses and allowances shall be adjusted to equal any higher amounts awarded to any of OC's other certified bargaining units.

41.5 Vehicle Insurance

An employee who is required to travel in excess of six days per month between OC centres, campuses, or locations on OC business shall, subject to the prior approval of the designated supervisor, be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost, prorated for the term of the appointment, of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Drive to Work or School) or 003 (Drive to Work or School under 15k), whichever is appropriate. Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 007 vehicle insurance when necessary. If OC so reimburses an employee, the employee shall normally use his or her personal motor vehicle for travel on OC business requiring a motor vehicle.

41.6 Parking

OC shall provide, free of charge, parking space designated for the motor vehicles of continuing and full-time term employees.

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 ~~2015-16~~ 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 #7

RE: IMPLEMENTATION OF NEW PROVISIONS FOR SECONDED AND ATTACHED PROVISIONS

Delete

LETTER OF UNDERSTANDING #8

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

Renew

LETTER OF UNDERSTANDING #[NEW]

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

WHEREAS the College provides the first two years of the BSN program in partnership with the University of British Columbia (Okanagan Campus); and,

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

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

WHEREAS the program has undergone a curriculum review and revision which has resulted in a significant change to the design of the program; and,

WHEREAS the new curriculum will be implemented for the September, 2015 intake while the old curriculum is phased out with the September, 2014 intake; and,

~~WHEREAS the program redesign affects the assignment of work in the department,~~

NOW THEREFORE THE PARTIES AGREE:

1. ~~All courses in the Nursing Department are lectures or a combination of lecture/lab or clinical practice.~~ The curriculum in the Nursing Department is delivered as lecture, lab, simulation and clinical practice separately or in one or more combinations thereof.
2. College professors ~~who are paid on the part-time salary formula for work with a part-time term appointment~~ within the Department of Nursing shall be paid using the Adjustment Factor of 0.89.
3. The following workload assignments have no associated course preparation:
 - a. ~~Lab assist~~ Second Assigned College Professor in a lab
 - b. ~~Simulation/lab~~
 - c. Clinical support



4. Courses for which there are fewer than 3.0 credits shall have their preparation count determined on a pro-rata basis. For example where a 3.0 credit course is 1 TLU and a 1.5 credit course is 0.5 TLU; the former provides one full preparation, the latter counts as half of a preparation.
5. The following courses have atypical TLU values that do not correspond with the formulas outlined in clause 19.3 of the collective agreement. The following TLU values are agreed:

Course Number	TLU Value
NRSU 101	2.0 TLU (Theory 0.5 TLU, 1.0 TLU lab and 0.5 TLU lab assist <u>Second Assigned College Professor</u>)
NRSU 201	1.5 TLU (Theory 0.5 TLU, 1.0 TLU lab, no lab assist)
NRSU 202	2.0 TLU (Theory 0.5 TLU, 1.0 TLU lab and 0.5 TLU lab assist <u>Second Assigned College Professor</u>)
NRSU 136, 236, 237, 239, 228	1.5 TLU clinical student support (0.75 for each semester total)
Simulation/ lab	7.0 TLU

6. The Simulation/~~lab~~ TLUs and the Clinical support TLUs for NRSU 136, 236, 237, 239, 228 may be split and assigned to more than one faculty member to provide the necessary coverage.
7. There are 4.0 TLU for chair release and 4.0 TLU for clinical coordination. While normally these functions and associated TLUs are assigned to the elected chair they may be split upon recommendation of the department and with the approval by of the Dean.
8. The parties agree that clause 19.4.4 shall be amended for this program to permit a maximum of four, 3-credit course preparations. All other provisions of clause 19.4 shall apply.
9. It is generally expected that all faculty teach in lecture, lab and clinical courses except in extenuating circumstances approved by the Dean.
10. This agreement will commence for the 2015 - 2016 academic year. The parties shall review the Letter of Understanding prior to April 30, 2017. 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: SUSTAINABLE CONSTRUCTION MANAGEMENT TECHNOLOGY PROGRAM

WHEREAS, the Sustainable Construction Management Technology Program is a three year program leading to a diploma in Sustainable Construction Management Technology; and

WHEREAS, the program was implemented on April 1, 2014; and

WHEREAS, the first cohort of students entered the program in September 2014; and

WHEREAS, those students are scheduled to complete the program at the end of academic year 2016/17; and

WHEREAS, the program is currently funded on a one-time basis for a single cohort;

NOW THEREFORE THE PARTIES AGREE:

1. That the Sustainable Construction Management Technology Program will be classified as a temporary department for the period April 1, 2014 to the end of the 2016/17 academic year.
2. Should the employer add any additional cohort of students in the Sustainable Construction Management Technology Program, the department will be added to Appendix B of the collective agreement.

MEMORANDUM OF AGREEMENT #1 (*Housekeeping*)

Between

Okanagan College (hereinafter called the "Employer")

And

Okanagan Faculty Association (hereinafter called the "OCFA")

~~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 parties added a new provision titled "Service Recognition on Retirement Allowance" and added as at Clause 30.3. Access to this new provision is was 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~~ **37.4**)

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 agreed that the savings derived from the above changes ~~are~~ were 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 including any Economic Stability Dividend pursuant to the Memorandum of Understanding (#XX) of the Common Agreement. Consequently, the general wage increases resulted in the following fund amounts:

- iv) Fiscal year 2013/14 - \$305,310
- v) Fiscal year 2014/15 - \$311,973

(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 employees 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 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.~~



7. 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.

Signed this 28th day of March, 2015.

BARGAINING REPRESENTATIVES FOR
THE OKANAGAN COLLEGE

Neil Barber

Don

Chawken

Alm

JF

BARGAINING REPRESENTATIVES FOR
THE OKANAGAN COLLEGE FACULTY
ASSOCIATION

Michael Thompson

Mike Wenevok

Bob

Alm

[Signature]

[Signature]

Alm


Don

APPENDIX "A"

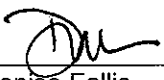
ARTICLE 39 – HEALTH AND WELFARE PLANS

39.1.6.1 Optical Coverage: ~~\$250~~ **\$500** maximum coverage for each insured individual during a 24 month period and every 12 months for each insured individual under the age of 18 years.

For Okanagan College



Heather Banham, Chairperson
Okanagan College Negotiating Committee



Denise Fallis
Okanagan College Negotiating Committee

For Okanagan College Faculty Association



Melissa Munn
OCFA Negotiating Committee



Tim Walters
OCFA Negotiating Committee

Date: FEB 20/15

Date: FEB 20, 2015

47.1 ARTICLE 46 – MATERNITY AND PARENTAL LEAVE

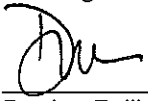
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For Okanagan College



Heather Banham, Chairperson
Okanagan College Negotiating Committee



Denise Fallis
Okanagan College Negotiating Committee

For Okanagan College Faculty Association



Melissa Munn
OCFA Negotiating Committee



Tim Walters
OCFA Negotiating Committee

Date: Feb 20/15

Date: February 20/2015

LETTER OF UNDERSTANDING #1 – Policy on Formative Teaching Evaluations

Renew

LETTER OF UNDERSTANDING #2 – Prior Learning Assessment

Renew

LETTER OF UNDERSTANDING #3 – Large Classes, Teaching Assistants, and Laboratory Demonstrators

Renew

LETTER OF UNDERSTANDING #4 – Astronomy 110/111/112/120/121/122

Renew

LETTER OF UNDERSTANDING #5 – Clause 21.4 – Special Courses – An Alternate Mode of Instructional Delivery for Physics 111/121 in Penticton and Salmon Arm

Renew

For Okanagan College



Heather Banham, Chairperson
Okanagan College Negotiating Committee

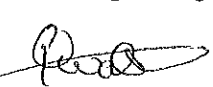


Denise Fallis
Okanagan College Negotiating Committee

For Okanagan College Faculty Association



Melissa Munn
OCFA Negotiating Committee



Tim Walters
OCFA Negotiating Committee

Date: FEB 20/15

Date: FEB 20, 2015

APPENDIX "B"

B 702

2014 – FPSE TEMPLATE TABLE ("FTT")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the 2014 FTT

("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 2014
FTT

(FPSE locals referred to as "the Unions")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the 2014 FPSE Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Agreement together with the applicable local 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.

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

All of the terms of the 2012-2014 FPSE Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.5(c) 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 determined by the investigator to preserve confidentiality.
- (c) The complete 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 respondent alleged harasser. The employer will state, in a covering letter, that the

report is confidential. The report should refer to individuals involved by code 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. **Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.**

- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

- (e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file."

2. Article 3- Employer / Union Relations

(a) Effective the date of ratification, the Employer and the Union agree to amend Article 3.2.3(d) as follows:

"3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
 - (i) ~~Jurisdictional Disputes Resolving process~~
 - (ii) ~~Suspension and Discharge Grievance Resolution~~
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs."

(b) Effective the date of ratification, the Employer and the Union agree to delete Article 3.2.6 as follows:

~~"3.2.6 Suspension and Discharge Grievance Resolution~~

~~Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.~~

~~Process, timelines and costs will be in accordance with Article 3.2.5."~~

(c) Effective the date of ratification, the Employer and the Union agree to delete Article 3.3 as follows:

~~"3.3 Jurisdictional Dispute Resolving Process~~

~~1.1.2 Preamble~~

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

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

1.1.3 Process

- (a) ~~When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.~~
- (b) ~~For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.~~
- (c) ~~When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.~~
- (d) ~~When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.~~
- (e) ~~The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.~~
- (f) ~~The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.~~
- (g) ~~The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.~~
- (h) ~~The hearing will be expedited in all respects and conducted on an informal basis.~~
- (i) ~~The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.~~
- (j) ~~In determining the appropriateness of bargaining unit placement, the Umpire shall consider:~~
 - (i) ~~job elements;~~
 - (ii) ~~past practice;~~
 - (iii) ~~impact on industrial relations;~~
 - (iv) ~~community of interest;~~

- ~~(v) — employee preference, fairness and equity;~~
- ~~(vi) — certification definition(s);~~
- ~~(vii) — and such other factors as deemed appropriate by the Umpire.~~

~~(k) — The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing;~~

~~(l) — The parties will accept the decision as final and binding on each of them."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(d) Effective the date of ratification, the Employer and the Union agree to amend Article 13.3 as follows:

"The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- ~~Article 3.3 - Jurisdiction Dispute Resolution Process~~
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Article 13 – Letter of Understanding – Expedited Arbitration"

3. Article 8 – Parental Leave

Effective the date of ratification, the Employer and the Union agree to delete Article 8.5.3 as follows:

~~"8.5.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits."~~

Handwritten initials: JBO

4. Article 9 – Health and Welfare Benefits

(a) Effective the date of ratification, the Employer and the Union agree to delete Article 9.1.3 as follows:

~~"9.1.3 Savings~~

~~All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(b) While not to be included in the Common Agreement, effective the first of January following the date of ratification, the Parties agree that Extended Health Benefits plans will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five (\$25).

(c) The Employers agree to amend the Extended Health Benefits plans as follows:

- (i) Effective January 1, 2017, vision care coverage shall be increased to \$500 every two (2) years.
- (ii) While not to be included in the Common Agreement, effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (iii) Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
- (iv) While not to be included in the Common Agreement, effective January 1, 2017, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

(d) While not to be included in the Common Agreement, effective the first of the month following the date of ratification, the Employers agree that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

The Unions agree that the STD benefits beyond age 65 component of all current grievances, with regard to the continuation of STD benefits beyond age 65 shall be withdrawn on a without prejudice basis; however, this is without prejudice to the positions of the Parties regarding the long term disability benefits and other components of current grievances. No new grievances on the STD issue will be advanced by any Union listed in Schedule "1" to this agreement.

5. Article 12 – Salaries

Effective the date of ratification, the Employers and the Union agree to amend Article 12 as follows:

(a) "12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

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01/12

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #7 – Appendix "A", of this Memorandum of Agreement.

(b) "12.2 Secondary Scale Adjustment

12.2.1 All steps on secondary scales will be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

12.2.2 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) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

6. Article 17 – Term

Effective the date of ratification, the Employer and the Union agree to amend Article 17 as follows:

"This Agreement shall be in effect from April 1, 2012~~2014~~ to March 31, 2014~~2019~~, and shall continue in force until the renewal of this Agreement."

7. Appendix A

**APPENDIX A
PROVINCIAL SALARY SCALE**

TEP	01-Apr-14 to 31-Mar-15	01-Apr-15 ¹ to 31-Jan-16	01-Feb-16 ^{1,2,3} to 31-Mar-16	01-Apr-16 ^{1,3} to 31-Jan-17	01-Feb-17 ^{1,2,3} to 31-Mar-17	01-Apr-17 ³ to 31-Jan-18	01-Feb-18 ^{1,2,3} to 31-Mar-18	01-Apr-18 ^{1,3} to 31-Jan-19	01-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,586
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,408	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³ Annual wage rates to be determined depending on the ESD.

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MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year'.

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year.

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage Increase only on collective agreements wage rates and for no other purpose or form.

8. Appendix B

Effective the date of ratification, the Employer and Union agree to amend Appendix B as follows:

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
Irene Holden
~~Deborah Lovett~~ Betty Baxter
Ana Mohammed
~~John Sanderson~~ Louise Pohl

9. Appendix D

Effective the date of ratification, the Employer and Union agree to amend Appendix D as follows:

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4 and 3.2.6:

~~Bob Blasina~~ Irene Holden
~~Joan Gordan~~ Gordon
Judi Korbin
Chris Sullivan
Colin Taylor

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

10. Letters of Understanding

(a) Effective the date of ratification, the Employer and the Union agree to delete the following Letters of Understanding:

- i. Letter of Understanding #1 – JADRC Operational Review
- ii. Letter of Understanding #2 – Employee Security and Regularization
- iii. Letter of Understanding #3 – Partial Sick Leave and Partial Disability Benefits
- iv. Letter of Understanding #4 – Respectful Working Environment
- v. Letter of Understanding #6 – 2001 Local Negotiations
- vi. Letter of Understanding #7 – Salary Stipend

(b) Effective the date of ratification, the Employer and the Union agree to renew Letter of Understanding #5 – Variant Applications of Common Agreement Provisions to the NVIT Parties.

- (c) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #8 as follows:

LETTER OF UNDERSTANDING 8

HARASSMENT INVESTIGATORS

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 December 31 June 30, 20132015.

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

- (d) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #9 as follows:

LETTER OF UNDERSTANDING 9

EXPEDITED ARBITRATION

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 ~~thirty (30) ten (10)~~ calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

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

If none of the listed arbitrators is available to hear the grievance within ~~thirty (30) ten (10)~~ calendar days, the local parties shall agree to another arbitrator within ~~thirty (30)~~ calendar days 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*.

- (e) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

REVIEW OF COLLECTIVE AGREEMENTS

Re: Review of Collective Agreements

1. The Employers and the Union agree to establish a Joint Review Committee (the "Committee"). The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and
 - Report the committee's findings back to the parties' respective principals.
2. The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.
3. The findings of the Committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.
5. Both employers and unions will bear the cost of their respective representatives' attendance including travel.
6. The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.

- (f) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

WORKING COMMITTEE ON SECONDARY SCALES

The Employer and the Union agree to participate in a joint committee (the "Committee") with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
 - o what types of work and which employees may require salary adjustment;
 - o what the transition would entail; and
 - o what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

"Secondary Scales" is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. "Secondary Scales" are distinct from "other salary scales," which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e. not faculty.

Costs for leaves and expenses to be borne by each party.

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee will go to each party's respective principals (Institution Board and PSEA Board in the case of the Employer, and Presidents' Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018, and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

LRD
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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 discuss process issues that may be slowing down the payment of weekly indemnity benefits under the Faculty Common Disability Plan.

The JCBA will conclude its work on these matters no later than December 31, 2015. 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 Employer and the Union agree to the following housekeeping amendments:

- (a) Amend the Table of Contents by Capitalizing the entire heading of Article 16 to "COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND."
- (b) Number each of the definitions on the "Definitions" page;
- (c) "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in the ~~Protocol Agreement dated January 29, 2013~~ "Parties" or "Common Parties definition."
- (d) "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established ~~under pursuant to~~ Article 3.2 below of this Agreement."
- (e) "Parties" or "Common Parties" means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - 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)
 - 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)
- (f) "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement ~~pursuant to the Protocol Agreement of January 29, 2013. The local unions and institutions are those listed in~~ (e) above."

(g) Delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the 2014 Common Agreement.

(h) Delete 9.2.1(b)(vii) as follows:

~~"Effective April 1, 2007 vision care coverage shall be doubled to a maximum benefit of \$500 every two (2) years and a minimum benefit of \$300 every two (2) years."~~

(i) Re-number existing 9.3.2 to 9.3.2(a), and add a new Article 9.3.2(b) to read as follows:

"The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009."

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Template portion of their 2014-2019 collective agreement.

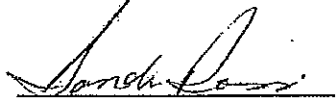
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the February 5, 2015.

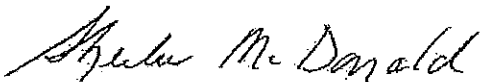
For the Employers:



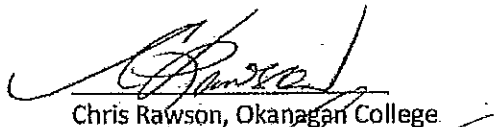
Anita Bleick, Chair



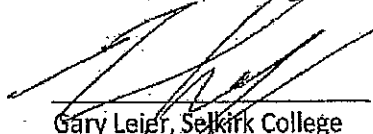
Sandra Rossi, College of New Caledonia



Sheila McDonald, College of the Rockies

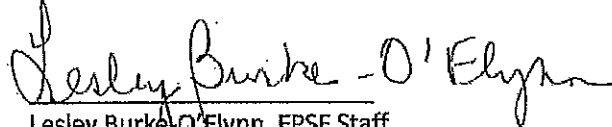


Chris Rawson, Okanagan College

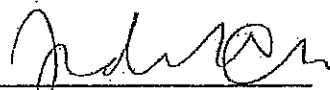


Gary Leijer, Selkirk College

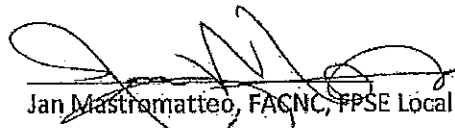
For the Unions:



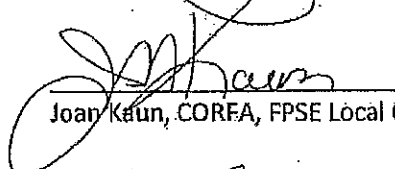
Lesley Burke O'Flynn, FPSE Staff



Judith Hunt, CCFA, FPSE Local 12



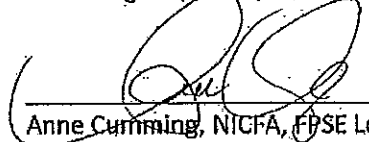
Jan Mastromatteo, FACNC, FPSE Local 3



Joan Kaun, COREA, FPSE Local 6



Chris Maguire, DCFA, FPSE Local 4



Anne Cumming, NICFA, FPSE Local 16



Melanie Wilke

Melanie Wilke, AWU/CUPE 2409, FPSE Local 11

Melissa Munn

Melissa Munn, OCFA, FPSE Local 9

Victor Villa

Victor Villa, SCFA, FPSE Local 10

[Handwritten signature]

SCHEDULE "1"

- 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
- 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



Melanie Wilke

Melanie Wilke, AWU/CUPE 2409, FPSE Local 11

Melissa Munn

Melissa Munn, OCFA, FPSE Local 9

Victor Villa

Victor Villa, SCFA, FPSE Local 10

AB

Chris Rawson

From: Shubhneet Sandhu <shubhneet@psea.bc.ca>
Sent: Friday, February 06, 2015 9:09 AM
To: Barb Severyn (SeverynB@camosun.bc.ca); Sonja Kennedy <KennedyS@camosun.bc.ca> (KennedyS@camosun.bc.ca); Sandra Rossi; Sheila McDonald; Vicki Shillington; Ken Crewe (Ken.Crewe@nic.bc.ca); Gerry Gauthier; Chris Rawson; Gary Leier
Cc: PSEA-Staff
Subject: FTT - Final Signed Template
Attachments: 20150205 FTT - Final Signed Template.pdf

Good morning, everyone,

Congrats to everyone! Please find attached for your records, the signed FPSE Template Table (FTT) agreement.

Please keep the details confidential as this is not going to be ratified until the local-portion of your bargaining has concluded.

And this being my last day at PSEA, I just wanted to say that it has been a pleasure having worked with you all.

Take care,
Shub



**Post
Secondary
Employers'
Association**

Shubhneet Sandhu | Labour Relations Advisor
705 - 5945 Kathleen Avenue Burnaby BC V5H 4J7
T: 604 895 5060 | C: 604 805 7609 | F: 604 895 5069
shubhneet@psea.bc.ca <http://www.psea.bc.ca>

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