

MEMORANDUM OF AGREEMENT

between the

Selkirk College
(hereinafter called "the Employer")

and the

Selkirk College Faculty Association
(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE *SELKIRK COLLEGE FACULTY ASSOCIATION* (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

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

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

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

3. **Effective Dates**

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

4. **Appendix "A"**

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

5. **Ratification**

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

Signed this 07 day of March, 2012.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

Signed by employer and union representatives.

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.

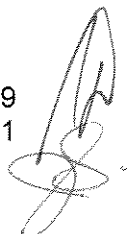
All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

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**

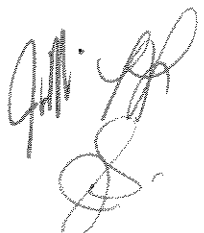
Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

“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

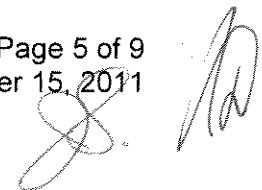
The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

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

12. Housekeeping

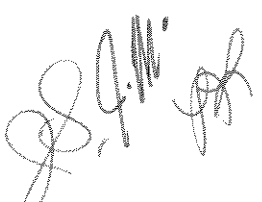
Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (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;



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



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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:

For the Unions:

Signed by employer and union representatives.

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Signed by employer and union representatives.

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