

MEMORANDUM OF AGREEMENT

between

NORTHWEST COMMUNITY COLLEGE
(hereinafter called "the College")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES Local 2409 and
THE FEDERATION OF POST-SECONDARY EDUCATORS Local 11
(hereinafter called "THE UNION")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2409 AND THE FEDERATION OF POST-SECONDARY EDUCATORS (FPSE) Local 11 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2010-12 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. Effective Dates

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

3. Appendix "A"

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

4. Appendix "B"

The College and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2012 FPSE Compensation Template (FCTT) dated February 2, 2013.

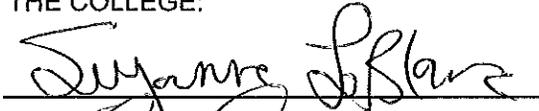
5. Ratification

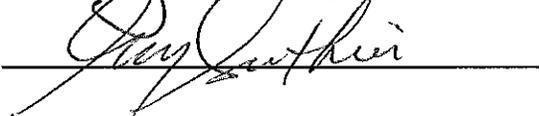
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

Signed this 20 day of June, 2013.

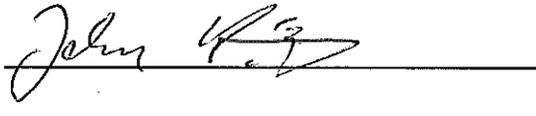
BARGAINING REPRESENTATIVES FOR
THE COLLEGE:





BARGAINING REPRESENTATIVES FOR
THE UNION:





APPENDIX "A"

Housekeeping

Change all references to "Bursar" to "Vice President, Finance and Administration" throughout the collective agreement

2.2.2.2 Types of Employees

Renewal of the following Letters of Understanding, Memoranda of Understanding and Letters of Agreement:

- Letter of Agreement Re Workload Grievances (page 70 of draft 2010-2012 CA)
- Memorandum Re Workload Review of Early Childhood and Human Services Program dated July 16, 1987 (page 71 of draft 2010-2012 CA)
- Memorandum of Agreement Re Jurisdiction of Community Resources Worker dated May 14, 1997 (pages 72-73 of draft 2010-2012 CA)
- Letter of Understanding Re 1.1 Parties to the Agreement and 1.12.1 Calculations for Cross Union Appointments (page 74 of draft 2010-2012 CA)
- Letter of Understanding Re Prior Learning Assessment (page 75 of draft 2010-2012 CA)
- Letter of Understanding Re Education Technology and Distributed Learning (page 76 of the draft 2010-2012 CA)

Amended

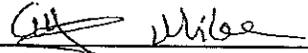
- 1.1 Parties to the Agreement
- 1.3 Term of the Agreement
- 4.5.3 Arbitration
- 6.11 Statutory Holidays
- 13.2 Annual Workloads for Instructional Employees
- 13.212 New Instructors in the Northern Collaborative Nursing Program
- 13.3.5 New Teaching Workload Reduction for Academic, Associate Academic & Assistant Academic Heads and Programme Coordinators
- 13.6.2 Other Working Conditions

June 17, 2013

Housekeeping

Change all instances of the word "Bursar" to Vice President, "Finance and Administration"
(Articles 3.1, 3.5, 6.12.7, 7.2.4.1)

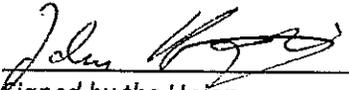
Agreed to:



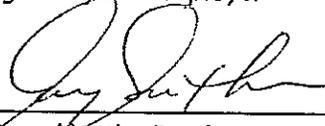
Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

Signed by the Union

Signed by the Employer

Dated: JUN 17, 2013

June 17, 2013

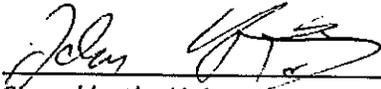
Article 1.1 Parties to the Agreement

Amend second paragraph as follows:

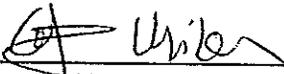
The parties agree that when and if new programs or courses within a program are commenced by the College, or when a new position is created which provides services other than instructional duties, the bargaining unit to which the employees will be assigned will be determined by unanimous agreement of a three (3) person committee comprising a representative of each of the parties to this Agreement plus a representative of the BCGEU, or failing this, by the matter being referred to binding arbitration under named arbitrators, ~~Mr. John Steeves~~, Joan Gordon, or ~~Mr. Mark Brown~~, Marguerite Jackson, Julie Nichols, or Rod Germaine.

All other provisions of Article 1.1 remain unchanged

Agreed to:

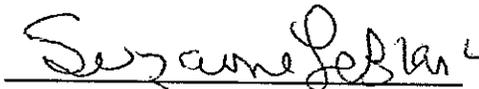


Signed by the Union



Signed by the Union

Signed by the Union



Signed by the Employer



Signed by the Employer

Signed by the Employer

Dated: June 17, 2013

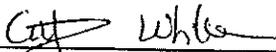
June 17, 2013

Article 1.3 Term of the Agreement

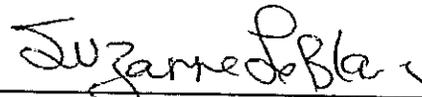
This Agreement shall be binding and remain in full force and effect to ~~March 31, 2012~~ from April 1, 2012 to March 31, 2014 inclusive. Thereafter, if no agreement is reached at the expiration of the Agreement, the Agreement shall remain in force until a new Agreement is entered into, or until commencement of a strike or lockout. Where a specific end date or duration is stated in a ~~Clause~~ an article of the agreement, such date or duration shall take precedence over this ~~clause~~ article.

Any changes deemed necessary in this Agreement may be made by mutual consent of the parties at any time during the term of this Agreement.

Agreed to:



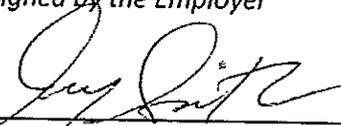
Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

Signed by the Union

Signed by the Employer

Dated: June 17, 2013

June 17, 2013

Article 4.5.3

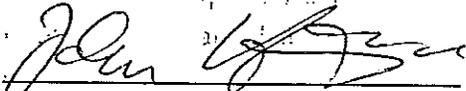
The Arbitration Board shall consist of one member. One of Mark Brown, Joan Gordon, Marguerite Jackson, Julie Nichols or Rod Germaine shall be appointed to act as arbitrator for all grievances referred to arbitration.

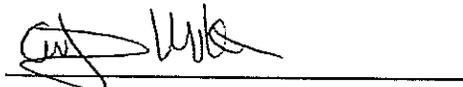
In the event that the chosen arbitrator is unable to hear an arbitration within a ~~two~~ four month period of its being referred to him/her, one of the other shall be appointed to sit as arbitrator for this occasion. In the event that none of the persons named above is available to hear the arbitration within the ~~two~~ four month period, then the arbitration shall be referred back to one of the persons named above, at the earliest time the parties are available.

Article 4.5.5

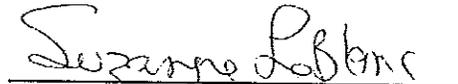
Remove in its entirety

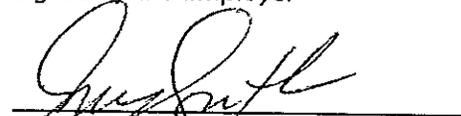
Agreed to:


Signed by the Union


Signed by the Union

Signed by the Union


Signed by the Employer


Signed by the Employer

Signed by the Employer

Dated: June 17, 2013

May 30, 2013

Union Counter proposal

6.11 Statutory Holidays

The following shall be considered paid public holidays:

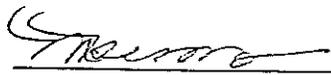
New Year's Day	British Columbia Day
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
<u>Queen's Birthday</u>	Christmas Day
<u>Victoria Day</u>	Boxing Day
Canada Day	

And any other day declared a statutory holiday by the Government of Canada or the Government of British Columbia.

When a public Holiday falls on a Saturday or Sunday, the Monday following this day shall be considered a paid public Holiday; when Christmas Day and Boxing Day fall on a Saturday and Sunday, the Monday and Tuesday following these days shall be considered paid public Holidays.

If the College agrees to add Christmas Eve and New Year's Eve to the BCGEU Faculty Agreement they will be added to the CUPE Local 2409/GIAFPSE Local 11 Agreement.

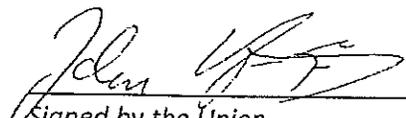
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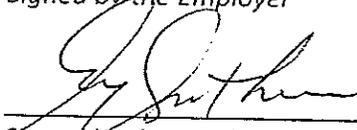
Signed by the Union



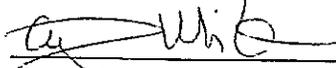
Signed by the Employer



Signed by the Union



Signed by the Employer



Signed by the Union

Signed by the Employer

Dated: JUNE 14, 2013

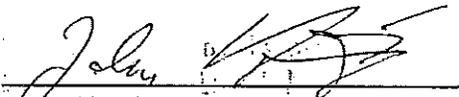
June 17, 2013

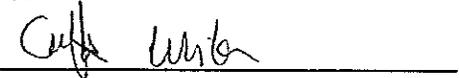
13.2 Annual Workloads for Instructional Employees

A full-time annual workload shall consist of ten (10) sections. A full-time annual workload shall be not more than eighteen (18) hours of scheduled class contact per week or not more than thirty-five (35) hours of practicum supervision per week including travel time.

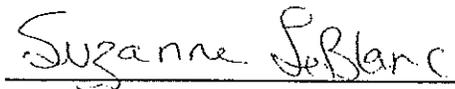
The full-time annual workload for an instructor shall be submitted for approval by January 15 and shall be approved in writing by ~~May~~ March 1. The College shall make every reasonable effort to have workloads approved by ~~February~~ April 15. Any sections approved by ~~May~~ March 1 will be advertised to the students and made available for their registration from that date onward. Any subsequent changes shall be discussed between the Academic/ Associate/Assistant Academic Head and the Dean. Any change in workload requires the written consent of the Union, which shall not be unreasonably withheld.

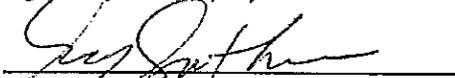
Agreed to:


Signed by the Union


Signed by the Union

Signed by the Union


Signed by the Employer


Signed by the Employer

Signed by the Employer

Dated: June 17, 2013

June 17, 2013

Incorporate the Letter of Understanding Re BSCN Instructors Workload dated May 26, 2009 into the collective agreement as follows:

13.2.1.2 NEW Instructors in the Northern Collaborative Nursing Program

The workload for the Northern Collaborative Nursing Program instructors will be determined on the basis of four hundred and fifty (450) hours per annum for lecture and lab courses and five hundred and thirteen (513) hours for the clinical and practicum courses.

Renumber all remaining clauses

13.3.5 NEW The college agrees to provide forty (40%) of a full-time Northern Collaborative Nursing Program Instructor to complete the additional administrative and related duties necessary to fulfill the functions of the programme coordinator.

Renumber remaining clauses as appropriate

Agreed to:



Signed by the Union

Signed by the Union



Signed by the Employer



Signed by the Employer

Dated: June 20, 2013

June 17, 2013

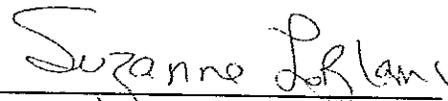
13.6.2

Timetables shall be initiated at the departmental/program level and shall be determined by a process of consultation between the Academic/ Associate/ Assistant Academic Head and instructional departments. Timetables shall be submitted to the Dean by **March 1** for consideration and approval, which shall not be unreasonably denied. Timetables will be available to the students within two (2) weeks of the workloads being approved.

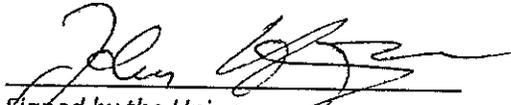
Agreed to:



Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

Signed by the Union

Signed by the Employer

Dated: June 17, 2013

June 17, 2013

The parties agree to renew the following Letters of Agreement, Letters of Understanding, Memorandums of Agreement and Memorandum of Settlement

- Letter of Agreement Re Workload Grievances (page 70 of draft 2010-2012 CA)
- Memorandum Re Workload Review of Early Childhood and Human Services Program dated July 16, 1987 (page 71 of draft 2010-2012 CA)
- Memorandum of Agreement Re Jurisdiction of Community Resources Worker dated May 14, 1997 (pages 72-73 of draft 2010-2012 CA)
- Letter of Understanding Re 1.1 Parties to the Agreement and 1.12.1 Calculations for Cross Union Appointments (page 74 of draft 2010-2012 CA)
- Letter of Understanding Re Prior Learning Assessment (page 75 of draft 2010-2012 CA)
- Letter of Understanding Re Education Technology and Distributed Learning (page 76 of the draft 2010-2012 CA)

Agreed to:

Signed by the Union

Signed by the Employer

Signed by the Union

Signed by the Employer

Signed by the Union

Signed by the Employer

Dated: _____

February 2, 2013

2012 – FPSE COMPENSATION TEMPLATE TABLE

between

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

("the Employers")

and

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

(FPSE locals referred to as "the Unions")

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

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

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

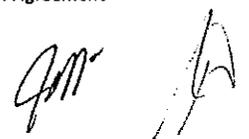
1. Article 2 – Harassment

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

"2.1 Statement of Commitment

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

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



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

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

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

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

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

2. **BC Provincial PharmaCare Formulary**

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

3. **New – Letter of Understanding – Expedited Arbitration**

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

4. **Article 13 – Effect of This Agreement**

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

"Letter of Understanding – Expedited Arbitration"

5. **Article 16 – Common Faculty Professional Development Fund**

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

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

6. **Article 17 - Term**

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

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

7. **Letter of Understanding 4 – Respectful Working Environment**

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

8. **Nicola Valley Institute of Technology**

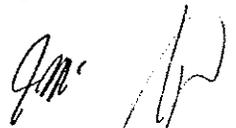
- a) Effective the date of ratification of the local parties’ Memorandum of Agreement, the Nicola Valley Institute of Technology and the Nicola Valley Institute of Technology Employees’ Association (FPSE Local 19) agree to the “2010 – Faculty Common Table” Settlement which is attached to this template as Schedule “6”.
- b) Effective the date of ratification of the local parties’ Memorandum of Agreement, the Employers and the Unions agree to amend the Letter of Understanding 5 – Variant Applications of Common Agreement Provisions to the NVIT Parties which is attached to this template as Schedule “5”.

9. **Article 12 – Salaries**

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

(a) “12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.



- (a) Effective January 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 1, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective January 01, 2014, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar."

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

(b) "12.2 Secondary Scale Adjustment

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

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

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

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

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

(c) "12.6 Faculty Administrative Stipends

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

- a) 12.6.1 Effective January 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b) 12.6.2 Effective April 1, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c) 12.6.3 Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- d) 12.6.4 Effective January 1, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable."

10. Sectoral Non-regular Research Project

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

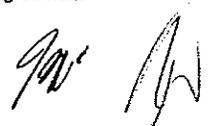
11. Northwest Community College

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

12. Housekeeping

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

- (a) the parties by mutual agreement, agree to delete old effective dates throughout their respective Common Agreement where they no longer carry any effect;
- (b) renew LOU 1: JADRC;
- (c) renew LOU 2: Employee Security and Regularization;
- (d) renew LOU 3: Partial Sick Leave and Partial Disability Benefits;
- (e) renew LOU 6: 2001 Local Negotiations;
- (f) renew LOU 7: Salary Stipend;



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

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

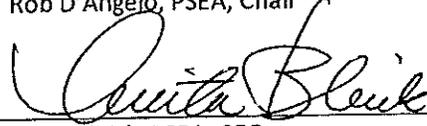
All proposals not contained in this Memorandum are considered withdrawn without prejudice.

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

FOR THE PARTICIPATING EMPLOYERS:

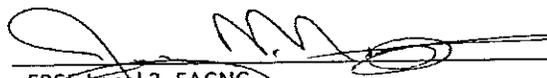


Rob D'Angelo, PSEA, Chair

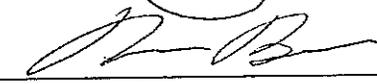


Anita Bleick, PSEA, CEO

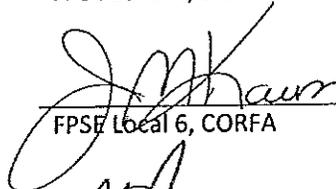
FOR THE PARTICIPATING UNIONS:



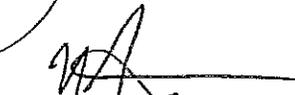
FPSE Local 3, FACNC



FPSE Local 4, DCFA



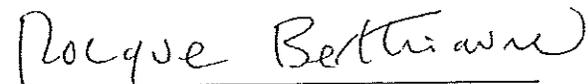
FPSE Local 6, CORFA



FPSE Local 9, CCFA



FPSE Local 10, SCFA



FPSE Local 11, AWU



FPSE Local 12, CCFA

Karen Shroff

FPSE Local 15, VCCFA

[Signature]

FPSE Local 16, NICFA

[Signature]

FPSE Local 19, NVITEA

SCHEDULE 1

Parties

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

SCHEDULE 2

LETTER OF UNDERSTANDING

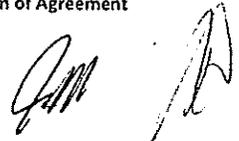
Re: Harassment Investigators

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

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

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

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

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

SCHEDULE 3

LETTER OF UNDERSTANDING

Re: Expedited Arbitration

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

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
- i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

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

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

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

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

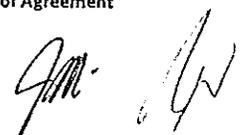
By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

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

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.



9. Issuance of Decision

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

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

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

SCHEDULE 4

LETTER OF UNDERSTANDING 4

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

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

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

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

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

2. Mandate

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

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

(i) the identification and reduction of enhance understanding of inappropriate interpersonal conflict and bullying, and the effects thereof in the workplace;

the effects of mental health issues in the workplace, and

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

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



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

3. Committee Timelines

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

~~3. Local Joint Process~~

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

~~4. Expiry of this Letter~~

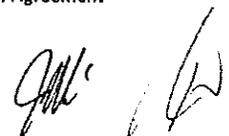
~~This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2010, unless otherwise agreed by the Parties."~~

SCHEDULE 5

LETTER OF UNDERSTANDING 5

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS
TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.



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

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

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

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. ~~The Parties agree that for the term of this agreement, Article 34 (Support Staff Salaries) of the NVIT local agreement remains in force, and that Appendix A (Provincial Salary Scale) of this Agreement does not apply to the NVIT support staff.~~ Support staff salary: The parties agree to the following:
 - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - c) Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

SCHEDULE 6

2010 – FACULTY COMMON TABLE

between

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

("the Employers")

and

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

and

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

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

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

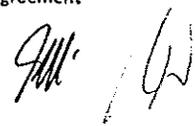
All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

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

1. Protected Grounds – BC Human Rights Code

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

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



2. Mediation

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

“2.3.3 Mediation

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

3. Terms of Reference for Investigators

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

“2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code initials-determined by the Investigator to preserve confidentiality.
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code initials only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.”

4. Labour Adjustment Strategies: Workplace Organization

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

5. Donor Leave

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

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

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

6. Joint Committee on Benefits Administration

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

"Training for local Joint Rehabilitation Committees."

7. Joint Rehabilitation Committee (JRC)

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

"Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer."

The operation of the JRC is subject to the terms and conditions of the disability benefits plan."

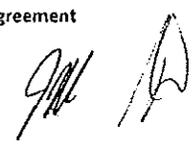
The current Article 9.3.6 will be re-numbered to 9.3.7.

8. Common Faculty Professional Development Fund

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

"1. Purpose

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



2010 – Faculty Common Table

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, 2040 ~~2012~~, and shall continue in force until the renewal of this Agreement."

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.

11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- Benefits trust
- Tendering of the carrier contract

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

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

12. Housekeeping

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

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "*Article 3.4 Contract Training and Marketing Society*";
- (c) amend Article 13.3 by renumbering "*Article 6.7 – Educational Technology / Distributed Learning*" to read "*Article 6.6 – Educational Technology / Distributed Learning*";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;



- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read ""Institution" means a *post-secondary institution* that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.

2010 – Faculty Common Table

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

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

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

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712

2010 – Faculty Common Table

Sheldon Clare, FACNC

Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

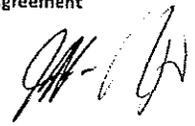
Anne Cumming, NICFA

Matt Pasco, NVITEA

2010 – Faculty Common Table

APPENDIX A

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



Appendix "A"

APPENDIX A
PROVINCIAL SALARY SCALE

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

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

June 17, 2013

Incorporate the Letter of Understanding Re BSCN Instructors Workload dated May 26, 2009 into the collective agreement as follows:

13.2.1.2 NEW Instructors in the Northern Collaborative Nursing Program

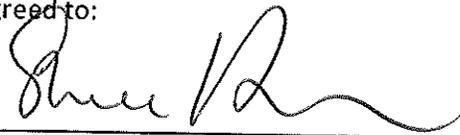
The workload for the Northern Collaborative Nursing Program instructors will be determined on the basis of four hundred and fifty (450) hours per annum for lecture and lab courses and five hundred and thirteen (513) hours for the clinical and practicum courses.

Renumber all remaining clauses

13.3.5 NEW The college agrees to provide forty (40%) of a full-time Northern Collaborative Nursing Program Instructor to complete the additional administrative and related duties necessary to fulfill the functions of the programme coordinator.

Renumber remaining clauses as appropriate

Agreed to:

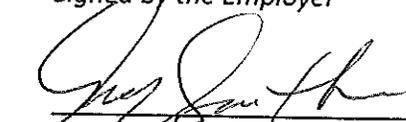

Signed by the Union


Signed by the Union



Dated: June 20/2013


Signed by the Employer


Signed by the Employer

June 17, 2013

The parties agree to renew the following Letters of Agreement, Letters of Understanding, Memorandums of Agreement and Memorandum of Settlement

- Letter of Agreement Re Workload Grievances (page 70 of draft 2010-2012 CA)
- Memorandum Re Workload Review of Early Childhood and Human Services Program dated July 16, 1987 (page 71 of draft 2010-2012 CA)
- Memorandum of Agreement Re Jurisdiction of Community Resources Worker dated May 14, 1997 (pages 72-73 of draft 2010-2012 CA)
- Letter of Understanding Re 1.1 Parties to the Agreement and 1.12.1 Calculations for Cross Union Appointments (page 74 of draft 2010-2012 CA)
- Letter of Understanding Re Prior Learning Assessment (page 75 of draft 2010-2012 CA)
- Letter of Understanding Re Education Technology and Distributed Learning (page 76 of the draft 2010-2012 CA)
- Letter of Understanding Re BSCN Instructors Workload dated May 26, 2009 (page 77 of the draft 2010-2012 CA) — Bmg

Agreed to:



Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

Signed by the Union

Signed by the Employer

Dated: July 11, 2013