

December 17, 2012

2012 – BCGEU FACULTY COMMON TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2012 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in the 2012 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Settlement between them for the 2012 BCGEU Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement 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 2010-2012 Faculty Common Agreement continue except as specifically varied below.

**1. Definitions**

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

- (a) "Ratification" means the acceptance by ~~a local union~~ **the BCGEU** and by an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement pursuant to the Protocol Agreement of ~~April 23, 2010~~ **December 4, 2012**.
- (b) "Union" means ~~a faculty association or trade union certification as a bargaining agent~~ **the B.C. Government & Service Employees Union (BCGEU)**.

**2. Article 2 – Harassment**

- (a) Effective the date of ratification, the Employers and the Union agree to amend Article 2.1 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 at these educational and training programs is mandatory.”**

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

Effective the date of ratification of the local parties' Memorandum of Settlement, the Employers and the Union agree to the Letter of Understanding – Training of Harassment Investigators which is attached to this Memorandum of Settlement as Schedule “2”.

**3. Article 3 – Employer/Union Relations**

- (a) Effective the date of ratification, the Employers and the Union agree to amend Article 3.2.3(d)(i) and (ii) 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)~~(ii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.”

(b) Effective the date of ratification, the Employers and the Union agree to delete Articles 3.2.6 and 3.3 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.~~

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.

(c) **New – Letter of Understanding – Expedited Arbitration**

Effective the date of ratification of the local parties’ Memorandum of Settlement, the Employers and the Union agree to the Letter of Understanding – Expedited Arbitration which is attached to this Memorandum of Settlement as Schedule “3”.

**4. 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 December 31, 2012, all annual rates of pay in Appendix A of the collective agreement which were in effect on December 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 01, 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 01, 2013, all annual rates of pay in Appendix A of the collective agreement which were in effect on August 30, 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 Item #8 – Appendix A, of this Memorandum of Settlement.

**(b) “12.2 Secondary Scale Adjustment**

12.2.1 Effective December 31, 2012, all steps on secondary scales will 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 01, 2013, all steps on secondary scales will 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 01, 2013, all steps on secondary scales will 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 01, 2014, all steps on secondary scales will 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:

12.6.1 Effective December 31, 2012, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.6.2 Effective April 01, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.6.3 Effective September 01, 2013, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

12.6.4 Effective January 01, 2014, by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

Effective the date of ratification, the Employers and the Union agree to add the following to Article 13.3:

“Letter of Understanding – Expedited Arbitration”

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

Effective the date of ratification, the Employers and the Union agree to amend Article 16.3.2 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”~~”

**7. Article 17 - Term**

Effective the date of ratification, the Employers and the Union agree to amend Article 17: Term 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.”

8. Appendix "A"

**APPENDIX A  
PROVINCIAL SALARY SCALE**

<b>STEP</b>	<b>31-Dec-12 to 31-March-13</b>	<b>01-April-13 to 30-Aug-13</b>	<b>01-Sept-13 to 31-Dec-13</b>	<b>01-Jan-14 to 31-Mar-14</b>
<b>1</b>	\$84,064	\$84,905	\$85,755	\$86,613
<b>2</b>	\$78,750	\$79,538	\$80,334	\$81,138
<b>3</b>	\$73,355	\$74,089	\$74,830	\$75,579
<b>4</b>	\$70,352	\$71,056	\$71,767	\$72,485
<b>5</b>	\$67,776	\$68,454	\$69,139	\$69,831
<b>6</b>	\$65,199	\$65,851	\$66,510	\$67,176
<b>7</b>	\$62,623	\$63,250	\$63,883	\$64,522
<b>8</b>	\$60,045	\$60,646	\$61,253	\$61,866
<b>9</b>	\$57,468	\$58,043	\$58,624	\$59,211
<b>10</b>	\$54,892	\$55,441	\$55,996	\$56,556
<b>11</b>	\$52,315	\$52,839	\$53,368	\$53,902

## 9. Letter of Understanding 4 – Respectful Working Environment

Effective the date of ratification of the local parties' Memorandum of Settlement, the Employers and the Union agree to amend the Letter of Understanding 4 – Respectful Working Environment as follows:

### “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 key stakeholders – employees and students, work, teach and learn.

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: Training of 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.~~

## **11. New – Letter of Understanding - Review of Bargaining Structure and Process**

Effective the date of ratification of the local parties' Memorandum of Settlement, the Employers and the Union agree to the Letter of Understanding – Review of Bargaining Structure and Process which is attached to this Memorandum of Settlement as Schedule "4".

## **12. Housekeeping**

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

- (a) the Parties agree to delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the Common Agreement;
- (b) amend the "List of the Common Parties" on page I, prior to the Table of Contents as follows:
  - i. Delete the following institutions from the "Employers' Bargaining Committee":
    - 1) College of New Caledonia

- 2) College of the Rockies
- 3) Nicola Valley Institute of Technology
- 4) North Island College;
- ii. Delete the reference to the Federation of Post-Secondary Educators (FPSE) and the FPSE locals;
- iii. Add the respective institutions behind the names of each BCGEU local number under the "BC Government and Services Employees' Union".

(c) Amend Article 13.3 as follows:

**"13.3**

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 3.2.6 - Suspension and Discharge Grievance Resolution~~
- 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"

(d) renew LOU 1: JADRC;

(e) renew LOU 2 – Employee Security and Regularization;

(f) renew LOU 6: 2001 Local Negotiations;

(g) renew LOU 7: Salary Stipend;

(h) delete LOU 3: Partial Sick Leave and Partial Disability Benefits;

(i) delete LOU 5: Variant Applications of Common Agreement Provisions to the NVIT Parties;

(j) 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 the local portion and the Common Agreement portion of their 2010-12 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 17, 2012.

For the Employers:

For the Union:

\_\_\_\_\_  
Darryl Ainsley, Camosun College

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Stephen Iverson, BCGEU Local 701

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Brent Deinstadt, Northern Lights College

\_\_\_\_\_  
John Turner, Local 710

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Suzanne LeBlanc, Northwest Community College

\_\_\_\_\_  
Anne Marie Merkel, Local 712

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Randy Marady, Okanagan College

\_\_\_\_\_  
Dean Nutter, Local 707

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Gary Leier, Selkirk College

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Bill Winegarden, Local 709

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Rob D'Angelo, PSEA, Chair

\_\_\_\_\_  
Janet Seccia, BCGEU Staff

\_\_\_\_\_  
Anita Bleick, PSEA

\_\_\_\_\_  
Cameron McRobb, BCGEU Faculty  
Bargaining Committee Chairperson

\_\_\_\_\_  
Chris Rawson, PSEA

\_\_\_\_\_  
Georgina Johnson, PSEA

\_\_\_\_\_  
Shubhneet Ark, PSEA

## **SCHEDULE 1**

- Camosun College / BCGEU Local 701, Camosun College
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Northwest Community College / BCGEU Local 712, Northwest Community College
- Okanagan College / BCGEU Local 707, Okanagan College
- Selkirk College / BCGEU Local 709, Selkirk College

**SCHEDULE 2**

Letter of Understanding

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2012 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in  
the 2012 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

Re: Training of Harassment Investigators

The parties will form a committee consisting of not more than three (3) members of the BCGEU, 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.

Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.

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.

Signed: \_\_\_\_\_, 2012

For the Employers:

For the Union:

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## SCHEDULE 3

Letter of Understanding

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2012 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in  
the 2012 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

### 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 the presentation of extrinsic evidence;
- v. Grievances where a local party intends to raise a preliminary objection;
- vi. Grievances arising from the duty to accommodate; and

vii. 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.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are 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, and is not open to question or review in a court on any grounds whatsoever.
- 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*.

Signed: \_\_\_\_\_, 2012

For the Employers:

For the Union:

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## SCHEDULE 4

Letter of Understanding

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2012 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in  
the 2012 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

Re: Review of Bargaining Structure and Process

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:
  - Review the current and past bargaining structure and bargaining processes related to common table bargaining;
  - Identify and review successes and challenges of the past structure and bargaining process related to common table bargaining;
  - Examine the future of the common table bargaining, including the potential for expansion of the common table and barriers related thereto;
  - Examine the potential to develop a standardized sectoral agreement(s); and
  - Report the committee's findings back to the parties' respective principals.
2. The committee shall be made up of four (4) representatives chosen by the Employers and up to four (4) representatives chosen by the local unions. The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU. The committee will also extend an invitation to representatives from the Federation of Post-Secondary Educators (FPSE) to participate as members of the committee. Participation by representatives of FPSE will not alter the terms of reference of the committee.
3. The findings of the committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective College 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. The committee will conclude its work no later than June 30, 2013 at which time this Letter of Understanding will expire.

Signed: \_\_\_\_\_, 2012

For the Employers:

For the Union:

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