

OFFER OF SETTLEMENT
between
Coast Mountain College
(hereinafter called "the Employer")
And
CUPE Local 2409/FPSE Local 11
Dated: June 8, 2020
Time: 8:30 pm

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn without prejudice. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement.

Memorandum of Settlement

between

COAST MOUNTAIN COLLEGE
(hereinafter called "the Employer")

and the

CUPE FACULTY
(hereinafter called "the Union")

DATE: June 8, 2020

"Errors and omissions Excepted"

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF CUPE (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CUPE LOCAL MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement, unless expired, continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 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 of Agreement, unless otherwise specified.

4. SCHEDULE "A"

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

5. SCHEDULE "B"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "B" – 2019 FPSE Template Table.

6. Ratification

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

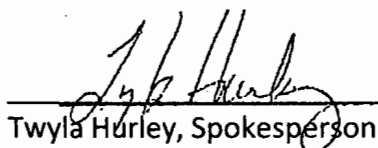
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 11 day of June, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Brian Bonia, Director of Human Resources



Twyla Hurley, Spokesperson

BARGAINING REPRESENTATIVES
FOR THE UNION:



Sheree Ronaasen, Bargaining Chair



Zoe Towle, Spokesperson

SCHEDULE A

1. COLLEGE NAME CHANGE

Housekeeping:

Replace “Northwest Community College” with “Coast Mountain College” wherever it appears in the agreement to reflect the name change of the College.

2. GENDER NEUTRAL LANGUAGE

Housekeeping:

Replace “her/his” and “his/her” with “their” or “them” as appropriate, and “he/she” with “they” wherever they appear in the agreement to use gender-neutral pronouns.

SCHEDULE B

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule “B” – 2019 FPSE Template Table.

2019 – FPSE TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 FPSE 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 2019
FPSE Template Table

("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 2019 FPSE Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local 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.

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

All of the terms of the 2014-2019 FPSE Faculty Common Agreement continue except as specifically varied below.

1. **Article 3.2 – Joint Administration and Dispute Resolution Committee**

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of ~~five (5) representatives of the employers and five (5)~~ **three (3)** representatives of ~~each party the Provincial Bargaining Council~~. **Where appropriate, additional individuals may be called as resources, by mutual agreement.**

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be ~~called~~ **held** within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of ~~six (6)~~ **four (4)** representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of ~~collective agreements~~ **the Common Agreement.**
- (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 arbitrator(s) as applicable for Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

2. Article 7.8.2 – Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the ~~eight (8)~~ **twenty-seven (27)** week period specified in Article 7.8.1 above. Such additional leave shall be ~~pursuant to Article 7.2 General Leave~~ **in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the Act.**

3. [NEW] Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

4. [NEW] Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

5. **[NEW] Leave for Domestic Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;
and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

6. **Article 7.11 – Public Duties**

7.11.1 An employer ~~will~~**may** grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, ~~or~~**or Aboriginal government** election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

7.11.2 An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial, ~~or~~ federal, **or Aboriginal government** election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

7.11.3 The Parties agree that Article 7.11 Public Duties may be applied to duties that include non-elected Aboriginal governance.

7. **Article 7.12 – Cultural Leave for Aboriginal Employees**

7.12 Cultural Leave for Aboriginal Employees

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

Remainder of Article to remain the same except renumber.

8. **Article 8.1.2 – Entitlement**

Upon written request, an employee **who elects the extended parental benefit, as defined under the *Employment Insurance Act***, shall be entitled to a leave of absence without pay of up to **six (6) twelve (12)** consecutive months in addition to statutory requirements. **An employee who elects the standard parental benefit as defined under the *Employment Insurance Act***, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.

9. **Article 8.5.3 – Repayment of the Supplemental Employment Benefit**

(a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.

(b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

10. **Article 9.2.1 – Benefit Provisions**

(A) *The Employer and the Union agree to amend the language of Article 9 as outlined below:*

9.2 **Specific Benefits**

9.2.1 **Benefit Provisions**

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

~~(a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions. [Note: see LOU NEW]~~

~~(b)~~(a) Extended Health Benefits

(i) Total lifetime coverage level will be unlimited.

(ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.

- (iii) Hearing Aid benefit claims will be to a maximum of ~~six hundred dollars (\$600) every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.~~
- (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
- (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
- (vi) Eye vision exams shall be reimbursed to a maximum of ~~seventy-five dollars (\$75)~~ **one hundred dollars (\$100)** every two (2) years.
- (vii) ~~Effective January 1, 2017, v~~Vision care shall be increased to ~~\$500 six-hundred and fifty dollars (\$650)~~ every two (2) years.

Remainder of Article to remain the same except renumber.

(B) Further to the above, while not to be included in the Common Agreement, effective date of ratification, the Employer agrees that the Extended Health Benefits plans will be amended such that the reimbursement for professional services will be amended from \$10 per visit maximum to \$20 per visit maximum for the first five (5) visits per calendar year, where applicable, and subject to the terms of each applicable Extended Health Benefits plans.

(C) Further to the deletion of Article 9.2.1 (a) above, the Employer and the Union agree to the following Letter of Understanding, effective January 1, 2020:

LETTER OF UNDERSTANDING [NEW]

MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

11. Article 12 – Salaries

Article 12 – Salaries

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.1.1 Effective the first day of the first full pay period after April 1, ~~2015-2019~~ or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2015-2019~~ shall be increased by ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment **from the date of ratification to April 1, 2019** will apply in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.1.2~~ Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.

~~12.1.3~~ **12.1.2** Effective the first day of the first full pay period after April 1, ~~2016-2020~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2016~~ **2020** shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment **from the date of ratification to April 1, 2020** will apply in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.1.4~~ Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend*.

~~12.1.5~~ **12.1.3** Effective the first day of the first full pay period after April 1, ~~2017-2021~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, ~~2017~~ **2021** shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**.

~~12.1.6~~ Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend*.

~~12.1.7~~ Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by ~~one half of one percent (0.5%)~~.

~~12.1.8~~ Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by ~~one percent (1%)~~ plus the Economic Stability Dividend*.

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

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

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

12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

~~12.2.1~~ Effective the first day of the first full pay period after April 1, 2015 ~~2019 or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later): one percent (1%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2019** in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.2.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

~~12.2.3~~ **12.2.2** Effective the first day of the first full pay period after April 1, 2016 ~~2020: one-half of one percent (0.5%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2020** in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.2.4~~ Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend*.

~~12.2.5~~ **12.2.3** Effective the first day of the first full pay period after April 1, 2017 ~~2021: one-half of one percent (0.5%) two percent (2%).~~

~~12.2.6~~ Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend*.

~~12.2.7~~ Effective the first day of the first full pay period after April 1, 2018: one-half of one percent (0.5%).

~~12.2.8~~ Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.

~~12.2.9~~ **12.2.4** Despite Articles 12.2.1 to ~~12.2.8~~ **12.2.3**, 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.

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

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

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

...no changes to Articles 12.3, 12.4, and 12.5

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 the first day of the first full pay period after April 1, 2015 ~~2019~~ or the first day of the first full pay period after the date of tentative settlement ~~ratification~~ of the collective agreement (whichever is later): ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2019** in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

~~12.6.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

~~12.6.3~~ **12.6.2** Effective the first day of the first full pay period after April 1, 2016 ~~2020~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply **from the date of ratification to April 1, 2020** in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. **The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.**

12.6.4 Effective the first day of the first full pay period after February 1, 2017: ~~one percent (1%) plus Economic Stability Dividend*~~.

~~12.6.5~~ **12.6.3** Effective the first day of the first full pay period after April 1, 2017 ~~2021~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**.

~~12.6.6~~ Effective the first day of the first full pay period after February 1, 2018: ~~one percent (1%) plus Economic Stability Dividend*~~.

~~12.6.7 Effective the first day of the first full pay period after April 1, 2018: one half of one percent (0.5%).~~

~~12.6.8 Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.~~

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

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) six (6)-weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

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

12. Article 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 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 8 - Parental 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
- Letter of Understanding - Expedited Arbitration

13. Article 17 – Term

This Agreement shall be in effect from April 1, ~~2014-2019~~ to March 31, ~~2019-2022~~, and shall continue in force until the renewal of this Agreement.

14. Appendix A – Provincial Salary Scale

Table to be updated as per Article 12 Salaries.

15. **Appendix B – List of Investigators**

**APPENDIX B
LIST OF INVESTIGATORS**

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

Rebecca Frame
~~Irene Holden~~
~~Betty Baxter~~ **Linda Sum**
Ana Mohammed
~~Louise Pohl~~
Kyra Hudson
Laurie Mills
Yuki Matsuno
Ken Saunders

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

16. **Appendix C – Dispute Referral Form**

Renew.

17. **Appendix D – List of Arbitrators**

**APPENDIX D
LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in Articles **3.2.3** and **3.2.4** and **3.2.6**:

~~Irene Holden~~
Joan Gordon
Judi Korbin
~~Chris Sullivan~~
~~Colin Taylor~~
Ken Saunders
Robert Pেকেles
Corinn Bell

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

18. **Appendix E1 – Registry of Laid Off Employees – Form 1**

Delete the Appendix in its entirety.

Further to the deletion of Appendix E1 Registry of Laid Off Employees – Form 1, the Employer and the Union agree to the following amendment to Article 6.3.1:

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution ~~by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 – Form 1).~~
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

19. **Appendix E2 – Registry of Laid Off Employees (Form 2)**

Renew.

20. **Appendix F – Medical Travel Referral Benefit**

Renew.

21. **Appendix G – Dental Plan**

Renew.

22. **Appendix H – Deferred Salary Leave**

Renew.

23. **Appendix I – Family Members for 7.8 Compassionate Leave**

Renew.

24. **Letter of Understanding 1 – Variant Applications of Common Agreement Provisions to the NVIT parties**

Delete LOU 1 in its entirety.

25. **Letter of Understanding [NEW] – Employment Equity – Aboriginal Employees**

LETTER OF UNDERSTANDING XX

EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

- PSEA and FPSE will encourage the employers, and with support from the local faculty association/union, to make application to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.
- PSEA and FPSE will assist the employers and the local faculty association/union as requested in the application for and implementation of a special program consistent with this Letter of Understanding.

26. **Letter of Understanding 5 – Working Committee on Secondary Scales**

Delete LOU 5 in its entirety. (To be replaced by LOU XX – Working Committee on Pay Scales Transition – see item 27.)

27. **Letter of Understanding [NEW] – Working Committee on Secondary Pay Scales**

LETTER OF UNDERSTANDING XX

WORKING COMMITTEE ON SECONDARY PAY SCALES

1. Committee Mandate

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

- Quantify the costs that would be required in order to transition the base pay for employees included in this letter of understanding for each local from the applicable secondary salary scales to the Provincial Salary Scale as appropriate subject to the parameters described below.

2. Application

This LOU will apply to non-regular faculty employees whose pay:

- a. Is determined according to a local salary scale other than the Provincial Salary Scale, or
- b. is differentiated from regular faculty employees due to limits on progression up the salary scale that do not apply to regular faculty employees, or
- c. is differentiated from regular faculty employees due to limits on initial placement on the salary scale that do not apply to regular faculty employees, or
- d. is differentiated from that paid to regular faculty employees through reduction formulas applied to the Provincial Salary Scale that do not apply to regular employees.

3. Exceptions and Additions

This letter of understanding shall not apply to classifications of non-regular faculty employees in the bargaining unit **who do not perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement.** (For example, substitutes, continuing education instructors, and instructional/faculty assistants). Additionally, qualification-based differences in pay are excluded from the scope of this committee work.

In addition to non-regular employees, this letter of understanding shall apply to the following regular employee groups only:

- i. ~~Coast Mountain College: Part-time faculty < 50%~~

- ii. Selkirk College: Regular faculty being paid according to on-line courses (LOU #7 rate E).

iii. **Any other regular faculty groups that the parties mutually agree.**

4. Definition and Formula – Base Pay

This formula calculates base pay for non-regular employees included in this LOU.

This formula sets a standard to be used by the committee for calculating base pay for non-regular faculty employees who perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement during the same time period of their work assignment. For those institutions that have a different pay structure in their local collective agreement for non-regular employees, the pay calculated using the following formula will be converted on the same/equivalent basis to their local pay structure for non-regular employees. (i.e. hourly, per course, weighted hourly, etc.).

Base Pay Formula and Conditions:

- a) The standard for base pay is calculated by the following formula:

$$\frac{S \times D \times P}{Y} \quad \text{where:}$$

- S** is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.
- D** is the number of days in the appointment period.
- P** is the percentage of full-time work during the appointment period.
- Y** is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

Examples:

Standard Appointment:

A 16-week appointment at 25% of full-time work at step 6 salary would be \$72,340 x 80 days x 0.25 divided by 261 = \$5,543.30

Compressed Appointment:

The same work performed in a compressed format over an 8 week appointment would result in 50% of full-time work for 40 days: \$72,340 x 40 days x 0.50 divided by 261 = \$5,543.30

- b) For clarity, base pay does not include lieu payments, such as vacation and/or benefits. These additional lieu payments, if applicable to non-regular employees in the local collective agreement, would be added to the base pay to formulate the non-regular employee's total compensation related to the term of the work assignment.

- c) The cost to transition an employee from the applicable secondary salary scales to the Provincial Salary Scale will be defined as the difference between the base pay the employee is paid using the secondary scale for the term of their work assignment and the amount the employee would be paid according to the above formula.

5. Costing Criteria:

- a) The Parties will use an average of the most recent 3 years of HRDB data (April 1, 2016 – March 31, 2019) to cost their proposals for costing purposes where the data needed to cost the proposal is available in the HRDB. Where the data necessary to cost the proposals is not available in the HRDB data, the parties will use data from the institution's historic records using the same 3 year period. Where the institution does not use an April 1 – March 31 year, the records used will be those that most closely fit that time period.
- b) Normal rounding principles will apply. If rounding to the nearest dollar, less than .5 dollars will be rounded down to the nearest lower whole dollar and .5 dollars or more will be rounded to the nearest higher whole dollar. If rounding to the nearest cent, less than .5 cents will be rounded down to the nearest lower whole cent and .5 cents or more will be rounded to the nearest higher whole cent.

6. Committee Composition

The Committee shall be equally represented and shall consist of:

- Four (4) Employer Representatives, two (2) of which will be from PSEA; and
- Four (4) Union Representatives.

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

7. Timelines

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

28. Items Tentatively Agreed

Items tentatively agreed by the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 FPSE Faculty Common Agreement.

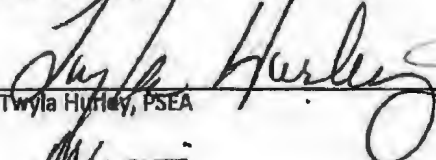
29. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.

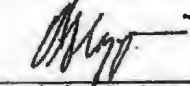
Signed by the parties at Vancouver, British Columbia, on the 5th May of April, 2020.

FOR THE PARTICIPATING EMPLOYERS:

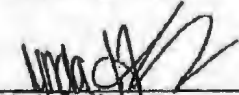

Michael Madill, PSEA


Brian Chutter, PSEA

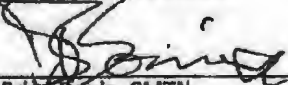

Twyla Hurley, PSEA

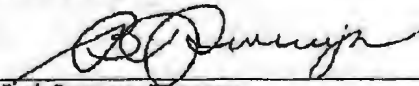

Fred Alaggia, CNC


Gary Leler, COTR


Linda Heska, OC


David Feldman, Selkirk



Brian Bonla, CMTN


Barb Severyn, Camosun

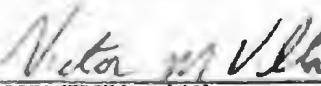

Ken Crewe, NIC


FOR THE PARTICIPATING UNIONS:

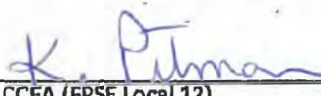

FACNC (FPSE Local 3)

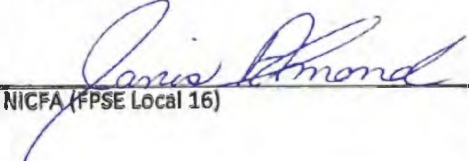

CORFA (FPSE Local 6)


OCFA (FPSE Local 9)


SCFA (FPSE Local 10)


AWU, CUPE Local 2409 (FPSE Local 11)


CCFA (FPSE Local 12)


NICFA (FPSE Local 16)

SCHEDULE 1

- Camosun College / CCFA (FPSE Local 12), Camosun College
- Coast Mountain College / AWU, CUPE Local 2409 (FPSE Local 11), Coast Mountain College
- College of New Caledonia / FACNC (FPSE Local 3), College of New Caledonia
- College of the Rockies / CORFA (FPSE Local 6), College of the Rockies
- North Island College / NICFA (FPSE Local 16), North Island College
- Okanagan College / OCFA (FPSE Local 9), Okanagan College
- Selkirk College / SCFA (FPSE Local 10), Selkirk College

SCHEDULE 2

The parties have tentatively agreed to the following amendments:

“Coast Mountain College”

“Ministry of Advanced Education, Skills and Training”

Gender Neutral Pronouns

Article 2 – Harassment

Article 2.2.1

Article 2.3.4 Investigation

Article 7.1 Definitions

Article 7.8.1 Entitlement

Article 8 Parental Leave

Article 15 Health and Safety Equipment

Memorandum of Understanding – Re: Economic Stability Dividend

Letter of Understanding 2 – Harassment Investigators

Letter of Understanding 3 – Expedited Arbitration

Letter of Understanding 4 – Review of Collective Agreements

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

- a) Replace “Northwest Community College” with “Coast Mountain College” wherever it appears in the agreement to reflect the name change of the college.
- b) Replace “Ministry of Advanced Education” with “Ministry of Advanced Education, Skills and Training” wherever it appears in the agreement to reflect the name change of the Ministry.
- c) Replace “her/his” and “his/her” with “their” or “them” as appropriate, and “s/he” with “they” wherever they appear in the agreement to use gender neutral pronouns.

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

Article 2 – Harassment

Replace “alleged harasser” with “respondent” in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.

Effective the date of ratification, the Employer and the Union agree to amend Article 2.2.1 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~~ **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.**

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.4 Investigation as follows:

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties. **The parties will consider, among other things, the ability of the selected investigator to begin their investigation in a timely manner.**

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

Effective the date of ratification, the Employer and the Union agree to amend Article 7.1 Definitions as follows:

All references to spouse within the leave provisions of this agreement include ~~heterosexual, common-law and same-sex partners~~ **married and common-law partners regardless of sexual orientation, gender identity, or gender expression**. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent on the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

Effective the date of ratification, the Employer and the Union agree to amend Article 7.8 Compassionate Care Leave as follows:

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ **twenty-seven (27)** weeks to care for a gravely ill family member. For the purpose of this Article 7.8, “family member” is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee’s benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

Effective the date of ratification, the Employer and the Union agree to amend provisions of Article 8 Parental Leave as follows:

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

- 8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the birth unless the employer and the employee agree otherwise.
- 8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the birth.
- 8.2.3** for an adopting parent, within **seventy-eight (78)** ~~fifty-two (52)~~ weeks after the child is placed with the parent.

8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.4 Return to Work

- 8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- 8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.
- 8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave

8.5.1 ~~Effective April 1, 2002, w~~When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first ~~two (2)~~ weeks of maternity leave an employee shall receive one hundred percent (100%) of ~~their her~~ salary calculated on ~~their her~~ average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological ~~mother~~, **adoptive or legally recognized parent** shall receive an amount equal to the difference between the Employment Insurance **Standard Parental EI** ~~B~~enefits and eighty-five percent (85%) of the employee's salary calculated on ~~their her~~ average base salary.
- ~~(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.~~
- (d) **If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 8.5.1(c) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the 61 week period. The Employer will make this calculation.**
- (e) **Provided the employee received SEB as per Article 8.5.1(a), (b), (c), or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.**
- (f) The average base salary for the purpose of Article 8.5.1(a) through **(e)** ~~(d)~~ is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.5.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

Effective the date of ratification, the Employer and the Union agree to amend Article 15 Health and Safety Equipment as follows:

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by **the BC Workers' Compensation Act and the Occupational Health and Safety Regulations.**

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

Memorandum of Understanding – Re: Economic Stability Dividend (ESD)

Delete in its entirety.

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

Letter of Understanding 2 – Harassment Investigators

Delete in its entirety.

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

Letter of Understanding 3 – Expedited Arbitration

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.

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

Letter of Understanding 4 – Review of Collective Agreements

Delete in its entirety.