

Okanagan College - Support Staff
Collective Agreement Ratification - June 2023
Comprehensive Summary Document

Errors and Omissions Expected (E.& O.E.)

(Included for convenience only, if any information conflicts with the formal ratification document, defer to the language in the ratification document)

This Tentative Agreement is unanimously supported by your Bargaining Committee

Ratification Information Meetings:

- June 26, 5pm: Zoom Townhall Meeting (Info only)
- June 27, 5pm: Zoom Townhall Meeting (Info only)

What's in the agreement?

3-year agreement expiring June 30, 2025 that includes:

(1) Wage Increases

- General wage and premium increases for all employees:
 - July 1, 2022 - \$0.25 flat increase + 3.24% Increase
 - July 1, 2023 - 6.75% increase (5.5% GWI + 1.25% COLA)
 - July 1, 2024 - 2.0% - 3.0% increase (subject to CPI/COLA)
 - All increases generally apply to wage-based increments, premiums, and allowances (unless otherwise stated below)
 - All amounts subject to "Me Too" clause with public sector employees

(2) Premiums, Differentials, Allowances

- 29 (Increments) – Increment progression for regular full-time staff will now be standardized to 1820 hours (12 months) to align with part-time and non-regular staff. This standardization will have little to no effect on previous anniversary dates.
- 31.1 (Differentials) – Increases to afternoon and graveyard rates. Prescribed lifts as stated in ratification document and then COLA beyond July 1, 2024.
- 68 (Subsistence Allowances) – Increase in all rates of about 15%. COLA provision on the Lodging Allowances only in 2024.
- 69 (Travel Allowance) – Increase in the mileage rates to \$0.59/km (was \$0.51). In 2024, this rate will increase to \$0.60 (or by the COLA).
- LOU #8 (Recruitment and Retention)
 - Brand new Recruitment and Retention Fund of \$60,000. The stipends and positions that will receive them will be determined by the Joint Union Management Committee.
 - Funded by reducing the Service Improvement Fund from \$124,000/year to \$64,000/year.
 - In the event of a common wage grid, the necessity of such stipends will be reviewed
 - Continuance of stipends for existing four IT positions
 - LOU #10 (Long Service Increments) – Housekeeping. Language was ported into article 29 without substantive changes.

(3) Benefit and Sick Leave Improvements

- 47 (Health and Welfare Benefits)
 - Removal of \$40 cap pre visit for the first 5 visits in any year for all paramedical visits.
 - NEW \$200/year Health Spending Account only for those employees who qualify for Article 47 Benefits. No carryover from year to year.
 - Increase of the maximum lifetime Plan D Orthodontics to \$3,500 (was \$2,500).
 - Increase in optical coverage to \$650 maximum coverage every two years (was \$500 every two years).
 - Increase of eye examination coverages to \$125 every 24-months (was \$100 every 24-months).
 - Combined annual maximum of \$1,000 for treatment by a psychologist, social worker, and clinical counsellors (was \$500 for psychologist only).
 - New Gender Affirmation Benefit with \$30,000 lifetime maximum.
 - A 6X increase in the lifetime fertility treatment drug coverage from \$2,500 to \$15,000.
 - Hearing aid coverages increasing to \$1,500 every 4 years.
 - Raised the cut-off age of Group Life Insurance and AD&D coverage to age 75.
 - Permanent coverage cap on pharmacy dispensing costs will reduce to \$8 (currently covered to a max of \$10).
 - A new \$500 combined annual coverage for Osteopath, Podiatrist/Chiropodist, Homeopath, Acupuncturist, Naturopath, or Speech Therapist. Coverages before ranged from \$100-200/annum/insured individual for each separate paramedical (combined cap allows flexibility in how these benefits are used by permitting members to dedicate a greater amount to services of choice).
 - Increased the pay-in-lieu of benefits for employees who work <17.5 hrs/week to \$0.61/hr to a max of \$42.70 biweekly. Rates to increase yearly based on COLA provisions of Common Table Agreement.
- 50 (Employee and Family Assistance Program) - Expansion of EFAP program to include non-regular employees too (now available to all employees).
- 52.2 (Amount of Sick Leave) – Clarified that charging employee's sick bank for absences over two hours should only occur if the absence is sick time (and in one given day)
- 52.3 (Illness in the Family) – Expanded our access to leave for illness of immediate family to beyond just those family members who the employee resides permanently. Employees can now seek this leave to take care of family dependant on them for care, even if they do not live in the same residence.
- 52.8 (Payout at Retirement Leave) - No longer able to take a 60-day paid leave out of employees' sick bank, prior to retirement. Instead, retirement leave will only be paid out, at an increased rate of 70 days (out of employee's sick bank if available).
- 52.10 (Medical and Dental Appointments) - A doctor's note is no longer needed for those seeking treatments or medical/dental appointments outside of their area of residence.
- 52.11 (Medical Examination) - More robust language establishing the Union's and employees' right to select who will do Independent Medical Evaluation when needed. The Employer will pay for cost, and it will be on work time.

(4) Leaves, Vacation, and Time Off

- 42 (Vacation) – Effective Jan 1, 2025, one additional vacation day for all eligible staff. Max vacation now is 31 days/year. Employees may now carryover 10 days of vacation without having to seek their supervisor's approval.
- 43 (Statutory Holidays) – Addition of National Day for Truth and Reconciliation. Housekeeping: moved Family Day into correct holiday order.
- 53 (Bereavement) – Expanded employees' rights to use five days bereavement whenever they would like (no longer must be consecutive days). Housekeeping changes to language to make it non-gendered.
- 60 (Special Leave) – Employees will now be able to take special paid leave for their own weddings. This leave will, like usual, count against the 3 day maximum/year.
- 61 (Leave of Absence) – Certain protected leaves under the ESA are now embedded in the Collective Agreement (e.g., Leave Respecting Disappearance of a Child, Leave Respecting Death of a Child).
- 64 (Cultural Leave for Indigenous Employees): New article to allow self-identified Indigenous employees to take up to two paid days leave to attend Indigenous cultural events. Additional unpaid time shall not be unreasonably denied.
- 65 (Leave for Domestic Violence) – Updated language to match current Employment Standard Act levels of leave.

(5) Hours of Work and Overtime

- 32.1 (Workweek Defined) – New language to allow for more flexible workweeks to exist.
 - More security against your employer unilaterally demanding changes to existing workweeks.
 - Added language that the Employer must consider employees' requests for modified workweeks.
- 32.7 (Time Off in Lieu of Overtime) – CTO time accrued in November and December may now, if preferred, be carried forward to following year with management approval.
- 32.7 (Authorization of Overtime) – Added language so that in the event of emergencies, overtime may be worked without prior authorization and OT compensation will apply.

(6) Job Security, Appointments, Transfers, and Probation

- 15 (Subcontracting) – Expanded Employer's rights to contract out under certain narrow cases of professional development/knowledge transfer/coaching of members, or when specialized skills are not available in the bargaining unit.
- 22.6 (Non-Regular Appointments) – New Language. After placement in non-regular positions, regulars will now have to return to their base position for a minimum of six months before taking a new non-regular post. Only employees who have passed probation and trial periods can take support staff appointments.
- 22.9 (Promotion) – New language to ensure that all promotions will never result in a reduction of current salary.
- 22.10/22.11 (Lateral Moves/Demotions) – Clearer language to define placement on wage scales for employees who laterally move or who accept a voluntary demotion.
- 29.5 (Reclassifications) – Better wage protections for those who are reclassified.
- 36 (Workforce Reduction) – Better organized language including definitions. More fair processes to use in the case of layoffs including opportunity to bump down, not just laterally, if needed.

- LOU 1 (Student Employees) – New language to provide an additional 6 months beyond program completion for student employees to remain appointed.
- LOU 10 (Externally Funded Positions e.g. Service Canada) – Regular employees now can only post into these positions if a suitable replacement for their base position can be found in accordance with Article 16.2(c).

(7) Dispute and Arbitration Language

- 27 (Recovery of Overpayments) – Implementation of a method for the Employer to recover monies that were incorrectly paid to employees, so long as the amount is over \$150. Qualifiers on collection rate, breakdowns, and consultations with the Union/Employee.
- 70.9 (Expedited Arbitration) – Introduced Expedited Arbitration language to be used for simple grievances of a routine nature.

(8) Improved Union Rights

- 9.1 (Acquaint New Employees) – Employees to be provided electronic link to collective agreement, rather than physical copies.
- 13.1 (Steward Activities) – Clarified the list of steward duties to include attending employer-called meetings with staff.
- 23.3 (Unsatisfactory Probation) – Added language to collective agreement to ensure that employees who are found unsuitable for continued employment will receive the reasons for the basis of that decision. Added the option to extend probationary periods, in lieu of immediate decisions or rejections on probation.
- 26.1 (Seniority for Regular Appointments) – Seniority list for regular employees will now be posted online monthly as opposed to twice-yearly.
- 37.2 (Discipline) – Modernized the language and expanded notice to Bargaining Chair so Union can provide support where needed.
- 40.6 (Technological Change) – Bargained recognition that Section 54 of the BCLRC will prevail when concerning issues or disputes surrounding technological changes.
- 58 (Staff Development) – Expansion of what is acceptable applications to the PD Fund to include “personal well-being”. Employees are asked to consider learning and developments goals that are discussed with supervisors prior to application to the Fund.
- LOUX (Additional Chair Release) – For the term of this contract, Bargaining Chairperson release time will be increased by 25%.

(9) Occupational Health and Safety Committee

- 73.2 (Committees), 73.4 (Accidents) – JOHS Committee will now be notified of near-miss accidents and investigations will be completed according to the WCB Act.
 - Union to be notified in the event of a fatality and appoint a worker representative to the joint investigation.
- 73.9 (First Aid Attendants) – Increase in the compensation rates for designated employees with OFAI and OFAI/OFAI. OFAI rate will increase to \$30/biweekly (was \$25). OFAI/OFAI rate will increase to \$50/biweekly (was \$45).
 - Now any employees who have completed probation will be eligible for compensation (used to be only those with >2 years service)

(10) Other, Equity, & Administritivia

- 53.1 (Parental Leave) – Changed references to “Maternity Leave” to “Pregnancy Leave” to pursue non-gendered language in all our collective agreements.
- 79 (Agreement Copies) – College to post searchable PDF of the agreement only (not print copies) within 30 days of finalized document.
- Appendix A/B – Removal of Classifications “Study Tour Assistant”, “Utility Worker” and changing “Research projects” to “Research Assistants”.

Respectfully Submitted,

Karolynn Green, Bargaining Committee Chairperson

Gord Stefansson, Bargaining Committee Member

Kevin McKenzie, Bargaining Committee Member

Kelly Hutchinson, Staff Representative – Field Services, Area 07

Linsay Buss, Staff Representative - Negotiations

cc: Joanna Lord, Vice President, Component 7

Richard Tones, Director, Negotiations

Brent Camilleri, Coordinator, Negotiations

Shannon Murray, Administrative Responsibility, Component 7

Marcel Beerkens, Local 707 Chairperson