

## Coast Mountain College – Instructor Agreement

June 9, 2023



Below you will find the comprehensive report with full language changes for the Local Agreement as well as an outline of all changes to the Common Agreement.

Bolded language means new language and words and sentences that are struck through are deleted.

Except for the changes seen in this document, all other provisions within the Collective Agreement remain the same.

The Collective Agreement will come into full force and effect from the date of ratification.

Your Bargaining Committee is recommending a **YES** vote to accept the terms of the tentative agreements.

### **Broad Summary of Changes to the Common Agreement**

- 3 year agreement April 1, 2022 – March 31, 2025
- April 1, 2022 each step increased by \$455 and then an additional 3.24%
- April 1, 2023 6.75% increase
- April 1, 2024 2% plus possible COLA increase of 1%
- Repayment of Supplemental Employment Benefit (return of service for 6 months or repay SEB on a pro rata basis)
- Benefits
  - increase hearing aids to \$1500 every 4 years from 5 years effective April 1, 2023
  - reimbursement for paramedical from \$10 for first 5 visits top \$25 for first 3
- 2 days paid cultural leave for Indigenous Employees
- Medical travel Referral Benefit to include reimbursement of meals for attendant
- \$13,091 one time payment to the PD fund as a result of elimination of LOU#3
- Leave for domestic violence

### **Specific Changes to Your Local Collective Agreement**

#### **Housekeeping Items**

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

1. Replace all references to BC ~~Government~~ and Service Employees Union to BC **General** and Service Employees' Union.
2. In recognition of the importance to make the collective agreement "Gender Inclusive" or "Ungendered" replace the following terms throughout the agreement:
  - **Grandmother/Grandfather – Grandparent**
  - **Mother/Father – Parent**
  - **Aunt/Uncle – Parent's Sibling**
  - **Mother-in-Law/Father-in-Law – Parent-in-Law**
  - **Sister-in-Law/Brother-in-Law – Sibling-in-Law**
  - **Brother/Sister – Sibling**
  - **Step-Brother/Step-Sister – Step Sibling**
  - **Daughter/Son-in-law – Child-in-law**

3. 1.3 Sexual Harassment

(a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.

(b) Sexual harassment means sexual-oriented verbal or physical behaviour, which is unwanted by any individuals to whom such behaviour is presented. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) implicit and explicit demands for sexual favours;
- (4) verbal abuse or threats; unwanted sexual invitations;
- (5) physical assault of a sexual nature;
- (6) distribution of material or comments, both written and oral, ~~or of~~ a pornographic or sexist nature;

4. Remove all requirements of the Employer to provide member Social Insurance Numbers (SIN) to the Union.

5. Replace Ministry of Advanced Education, Training and Technology and Skills Training with Ministry of Post Secondary Education and Future Skills.

6. ~~"Spouse" is:~~

~~(a) — a lawful husband or wife, or~~

~~(b) — a person of the opposite sex living in a common-law relationship with the employee. A common-law relationship shall exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, and intends to live with that person as a couple.~~

~~(c) — a person of the same sex as the employee and with whom the employee cohabited for a period of at least one (1) year and the employee and this person represent themselves as a couple.~~

~~The College shall accept same-gender spousal relationships for the purpose of benefits in those instances where there is no regulatory or other external impediment to the College's control. This definition shall apply to the following benefits: Medical Services Plan, Extended Health Plan, Dental Plan and the Basic Group Life Plan.~~

**7. "Spouse" is: a person who**

**(a) Is married to another person, or**

**(b) Is living with another person in a marriage-like relationship**

**8. 11.9 Layoff**

(a) Where the Employer identifies to the Union that the deletion of positions will result in the layoff of employees pursuant to Clause 11.9, the Employer and the Union shall, prior to the layoff of employees, identify any employees who:

- (1) may be eligible for early retirement and,
  - (2) may be willing to resign to provide a vacant position.
  - (3) Should the cost of the payment of severance to an employee willing to resign not exceed the actual cost of the initial layoff, the Employer may make this option available. It is recognized that an employee taking severance under this option must actually prevent the layoff of another employee and the Employer shall not incur any relocation expenses as a result of this application.
- (b) In the event of a layoff, employees shall be laid off in reverse order of seniority within their seniority group providing those retained are qualified to perform the work available and can be expected to satisfactorily perform the work within a period of on the job training under immediate supervision not exceeding one (1) month.
- (c) Bumping Procedure:
- (1) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority.
  - (2) Where seniority is equal, the regular employee with the superior qualifications, for their particular job is deemed to have greater seniority.
  - (3) Regular employees, with three (3) or more years of seniority, shall have the right to bump employees in any of the nine (9) College geographic locations listed in (4) below.
  - (4) Regular employees, with less than three (3) years of seniority, shall be able to bump within their geographic location. Employees who are not on travel status and who are working in communities not named below shall be placed in the nearest geographic location. The geographic locations are:
    - (i) ~~Queen Charlotte City~~ **Haida Gwaii**
    - (ii) Prince Rupert
    - (iii) Terrace
    - (iv) Kitimat
    - (v) Hazelton
    - (vi) Smithers
    - (vii) Houston
    - (viii) Stewart
    - (ix) Nass Valley
  - (5) Regular employees who are bumped shall in turn have the right to bump employees with less seniority.
- (d) In the event the employee does not have the necessary seniority or qualifications to bump, the employee shall be laid off.
- (e) A regular employee shall notify the Employer in writing within two (2) weeks of receiving layoff notice whether bumping rights shall be exercised or whether the employee opts for a layoff.
- (f) If a regular employee opts for a layoff, the employee must choose either recall rights in accordance with Clause 11.11 or severance pay in accordance with Clause 13.3 which shall take effect on the date the layoff is scheduled to occur. If a regular employee declines to make a selection they shall be deemed to have taken the severance option under Clause 13.3(a)(1).

- (g) All relocation expenses resulting from bumping shall be the employee's responsibility.

## 9. **31.4 Program Workload Information**

- (c) Career and College Prep

- (1) Definitions:

These definitions shall be used only in the determination of workload for instructors in the NWCC Career and College Prep Program.

### **Substantive Changes**

#### 1.1 Notice of Legislative Change **Future Legislation**

~~The parties agree that no formal proposal submitted by either party to amend, repeal or revise the Colleges and Provincial Institutes Act, the Labour Code or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the other party in writing of the nature of the proposal.~~

**In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties will negotiate a mutually agreeable amended provision. All other provisions of this Agreement shall remain in full force and effect.**

#### 1.2 Human Rights

(a) The Employer and the Union agree that under this Collective Agreement there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, gender identity **Indigenous identity, 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,** nor by reason of membership or activity in the Union.

#### 1.5 **Gender Support and General Transition**

- a) **Upon notification by an employee wishing to transition or in need of a gender support plan, the Employer will work with the employee to tailor a transition or support plan to meet the employee's particular needs.**
- b) **Every effort will be made to protect the privacy and safety of the employee at all times, including during a transition.**
- c) **Upon request by an employee, the Employer will update the following to reflect the employee's name and gender: employee records (if legal name change), name tags, organizational charts, schedules and email addresses.**

#### 2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union shall agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

(c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall be automatically granted unless notice is received from the designate for the Employer to the designate for the Union alleging that a problem exists and the designates have met in an effort to resolve the problem. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request or with the prior permission of the Employer.

**(5) carrying out duties of assigned safety responsibilities for stewards who are members of safety committees.**

## 2.10 Time Off for Union Business

(b) With Pay

Leave of absence with basic pay and without loss of seniority will be granted to:

(1) four (4) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer. Pay for leave for members of the Union's Bargaining Committee in excess of four (4) shall be at the option of the Employer;

(2) subject to operational requirements and upon mutual agreement of the parties, the Union **Bargaining** Chairperson and BCGEU employees who are on duty shall be allowed to attend a one (1) hour meeting per year ~~in each region~~ **at each campus**. The Union agrees to provide the College with four (4) weeks' notice of the times, the dates and the location of the meetings;

(3) any employee designated to sit as an observer on a selection committee in their geographic location in accordance with Clause 12.1;

(4) union representatives on the Joint Committee as per Article 27 and the Joint Classification Committee shall have their wages and expenses covered to attend the meetings of the Joint Committee.

(c) At the request of the Union, the Union **Bargaining** Chairperson shall be granted up to ~~twenty~~ **twenty-five** percent (~~20~~**25**%) release time from a full workload.

## 9.1 Notification

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

**The parties shall meet every four months, or otherwise mutually agreed, to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of grievances, or groups of grievances, considered suitable for expedited arbitration.**

## 11.5 Seniority Accrual

Employees shall maintain and accrue seniority for:

- (a) all service within the bargaining unit, **to a maximum of 100% of the annual workload per year,** subject to Clause 11.8;
- (b) periods of leave for illness or injury for a maximum period of two (2) years commencing from the first (1st) day of illness or injury under the STIP plan;
- (c) periods of leave for any purpose except as outlined in Clause 11.6;
- (d) where an employee is on leave for illness or injury exceeding two (2) years, the employee shall retain seniority to that point but not continue to accrue seniority;
- (e) leave of absence periods of up to one (1) year for upgrading or maintaining job related skills. Reasons for the leave should be clearly stated and agreed to prior to leave commencement.
- (f) Employees shall maintain but not accrue seniority for periods of employment in another bargaining unit.

**(g) only straight-time hours will be credited and there shall be no stacking of seniority entitlements.**

## 11.6 Seniority Breaks

Employees shall maintain but not accrue seniority:

- (a) during periods of layoff of less than two (2) years;
- (b) during periods of leave in excess of thirty (30) days;
  - (1) to seek or hold public office;
  - (2) general leave as provided in Clauses 19.7, 19.9 and 11.5(d).
- (c) during periods of less than ~~two (2) years~~ **one year** for the purpose of filling a management or excluded position within the College.

## 12.8 Appointment Procedures

- (a) Appointments, including promotions, filling vacancies, and transfers shall be on the basis of full qualifications and seniority. Full qualifications shall mean the candidate has all the necessary skills and qualifications as specified in the job description. Full qualifications being sufficient, the candidate with greater seniority shall be selected.
- (b) All BCGEU employees of the College shall be considered as internal applicants on any BCGEU postings.
- (c) Where there is an internal applicant with the necessary qualifications to perform the job the position shall be offered to that candidate and the Employer shall provide on-the-job training of up to one (1) month.
- (d) Where the Employer decides to select an applicant from outside the College, when there are applicants from among College employees, or where the senior applicant meeting the criteria outlined in Clause 12.8(a) is not selected, the onus for justifying such a selection shall rest with the Employer.
- (e) *Promotion out of Bargaining Unit:*

An employee promoted permanently to an excluded position shall cease to be covered by the terms of this Agreement. The employee may within **one (1) year** ~~two (2) years~~ return to a position of equal classification and pay rate without loss of their rights and privileges under this Agreement. ~~However, a~~ After an absence of one (1) year, the regular

continuing employee's position shall be considered to be vacant and shall be posted as a regular continuing position. Except as provided in this article, excluded employees shall have no placement rights within the bargaining unit.

#### 8.15 AMENDING TIME LIMITS

**The parties agree that efficient and timely resolution of grievances is in the interest of both parties and that they will make every effort to follow** the time limits fixed in this grievance procedure. **These time limits** may be altered by mutual consent of the parties, but the same must be in writing.

#### 9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

Chris Sullivan

~~David McPhillips~~

~~John McConchie~~

Julie Nichols

Corrin Bell

Colin Taylor

Mark Brown

**John Hall**

**Ken Saunders**

#### 15.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of their scheduled daily hours, the employee shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay shall be given. The overtime meal allowance shall be ~~twelve~~ **twenty-five** dollars and ~~seventy five cents (\$12.75)~~ **(\$25)** effective date of signing of the Agreement.

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause shall apply only to hours worked outside the employee's regular shift times for a normal workday.

(e) Where any of the meals provided under Clauses 15.7(a), (b), (c) or (d) above duplicates a meal for which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.

#### 16.1 Paid Holidays

(a) The following have been designated as paid

New Years Day

Labour Day

Family Day

**National Day for Truth and Reconciliation**

Good Friday

Thanksgiving Day



|               |                 |
|---------------|-----------------|
| Easter Monday | Remembrance Day |
| Victoria Day  | Christmas Day   |
| Canada Day    | Boxing Day      |
| BC Day        |                 |

- (b) ~~It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation.~~ Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

**While not to be included in the collective agreement, the following amendments to the benefit plan will be made effective the first day of the month following the month in which this MOA is ratified:**

- **Combined annual maximum of \$1,000 for treatment by a psychologist, social worker, and clinical counsellor.**
- **Annual maximum of \$500 for treatment by a Massage Therapist.**
- **Annual maximum of \$500 for treatment by a Physiotherapist.**
- **Annual maximum of \$500 for treatment by a Chiropractor.**
- **Annual maximum of \$200 for treatment by an Acupuncturist.**
- **Remove the \$20 maximum reimbursement for the first 5 visits of each paramedical practitioner.**
- **Establish a Gender Affirmation Benefit, coordinated with the Provincial Health Plan of \$30,000 lifetime.**
- **the College shall provide a Lifestyle Spending Account with an annual \$500 spending limit. Funds remaining in the account at the end of the year shall carry over for 1 year only.**

**The following are examples of items that may be purchased (this is not an exhaustive list): Counselling expenses, Daycare expenses, Dental expenses, Educational expenses, fitness and recreation expenses, healthcare expenses, Long-term care expenses.**

## 21.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers Compensation Act, ~~the Factories Act,~~ or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First Aid **attendants**, kits **and equipment** shall be supplied in accordance with this clause.

## 23.3 Dental Plan

- (a) All eligible employees will receive dental plan benefits coverage the first day of the month following the employees' date of hire.
- (b) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
- (1) Part A - one hundred percent (100%) coverage;
  - (2) Part B - ~~sixty~~ **seventy** percent (~~60~~ **70**%) coverage;
  - (3) Part C - fifty percent (50%) coverage.
- (c) ~~An employee~~ **Employees** and **their** dependents to age 21 are eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of ~~\$2,300~~ **\$3500**.

25.4 Vehicle Allowance

- (b) Effective date of ratification, the vehicle allowance shall be ~~forty-nine cents (57.49¢)~~ per kilometre.  
Effective April 1, ~~2024\*~~2020 the vehicle allowance shall be ~~fifty eight cents (58.50¢)~~ per kilometre.  
~~Effective April 1, 2021 the vehicle allowance shall be fifty one cents (51¢) per kilometre.~~

**\* the April 1, 2024 rates in this Article are subject to change per the Cost of Living Adjustment LOU of the 2022 BCGEU Common Table Memorandum of Settlement**

25.5 Meals, Lodging (including Mobile Lodging) and Travel Allowances

(a) Meals

Effective date of ratification employees on travel status shall be entitled to the following allowances:

Breakfast      ~~\$10.77~~ **\$12.40** Travel prior to 7:00 a.m.  
Lunch            ~~\$13.46~~ **\$15.50** Travel between 11:00 a.m. and 1:00 p.m.  
Dinner          ~~\$23.69~~ **\$27.29** Travel after 6:00 p.m.

Effective April 1, 2024\*~~0~~, employees on travel status shall be entitled to the following allowances:

Breakfast      ~~\$10.99~~ **\$12.65** Travel prior to 7:00 a.m.  
Lunch            ~~\$13.73~~ **\$15.81** Travel between 11:00 a.m. and 1:00 p.m.  
Dinner          ~~\$24.16~~ **\$27.84** Travel after 6:00 p.m.

~~Effective April 1, 2021, employees on travel status shall be entitled to the following allowances:~~

~~Breakfast ——— \$11.20 Travel prior to 7:00 a.m.  
Lunch ————— \$14.00 Travel between 11:00 a.m. and 1:00 p.m.  
Dinner ————— \$24.64 Travel after 6:00 p.m.~~

If the College raises the rates for meals for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

**\* the April 1, 2024 rates in this Article are subject to change per the Cost of Living Adjustment LOU of the 2022 BCGEU Common Table Memorandum of Settlement**

(b) Lodging

Reasonable actual costs upon production of receipts, or ~~thirty five~~ **fifty** dollars (~~\$35~~ **50**) per night without receipt.

(c) Travel

Reasonable actual costs (normally based on economy fare) upon production of receipts. Provided there are no additional costs to the Employer, where an employee opts to travel by acceptable alternate means, the maximum amount the College shall reimburse an employee under Clauses 25.5(a), (b) and (c) shall be the amount that would have been paid had the College directed the employee regarding travel arrangements.

(d) Child Care Cost

Where employees are required to travel on College business away from their regular headquarters or geographic location and they incur child care expenses over and above their normal child care expenses, they shall be eligible for up to ~~twenty-five dollars (\$25)~~ **fifty dollars (\$50)** per day upon the production of receipts.

25.14 Increments for Instructional Staff

(a) (1) Instructors shall progress one (1) increment for each year of seniority through all incremental steps of the salary schedule, with the exceptions noted below.

(2) Cross Union Appointments - Movement on the salary scale shall be based on each full year of instructional employment with the College, not each full year of employment within each bargaining unit.

(b) Instructors shall progress through all incremental steps of the salary schedule.

(c) Initial Placement on Scale - See also Article 12.3 of the Common Agreement

Nothing in this Agreement shall prevent an instructor from being hired above the instructor's minimum rate to a maximum of Step BFA 5 of the scale. Normally the following criteria shall be used in placing instructors on scale:

(1) Educational Credentials

A two (2) year diploma/ON1 or equivalent - initial placement at Step BFA 11.

A Bachelor's Degree, RN Diploma or BSN, CGA, CMA, CA, Master Mariner, or Interprovincial Red Seal Journeyman TQ ticket, or Provincial Red Seal Journeyman TQ ticket/ON2- initial placement at Step BFA 10.

Post Graduate Certification (e.g., Bachelor's plus CGA, CMA, CA, Masters Degree, etc.) - initial placement at Step BFA 9.

Note: One additional increment shall be granted on initial placement to those who possess a Teaching Certificate or a Provincial Instructor's Diploma provided that they have not already been placed at Step BFA 9 based on educational credentials.

(2) Experience

(i) One (1) additional step shall be granted for each year of related instructional experience.

(ii) One (1) additional step for each two (2) years of related work experience.

(3) Recognition of additional educational credentials completed after initial placement:

(i) completion of the Provincial Instructor's Diploma shall entitle the instructor to an additional salary increment ~~if they do not already possess post graduate certification;~~

(ii) completion of post graduate certification related to the instructor's duties shall entitle the instructor to one additional salary increment.

(4) Notes

(i) Maximum initial placement on scale shall be Step BFA 5 of the scale. **In exceptional circumstances, this maximum may be waived with the Union's agreement and such agreement will not be unreasonably withheld.**

(ii) Experience credits shall be recognized after the initial recognized education credential. **In exceptional circumstances, this provision may be waived with the Union's agreement and such agreement will not be unreasonably withheld.**

- (iii) Education credentials and experience must be directly related to the field of studies associated with the instructor's duties at the College.
- (iv) Fifty percent (50%) or more of a year of experience shall be considered a full year in the rounding off of the total.
- (v) The possession of two (2) relevant educational credentials (e.g. two [2] relevant Bachelor degrees, a journeyman ticket and diploma, etc.) may result in an additional step on initial placement to a maximum of Step BFA 9 for education credentials.
- (vi) Experience which is gained as an integral part of earning an education credential (e.g., apprenticeship, practicums, work placements, etc.) shall not be considered as experience for initial placement on scale.

(d) Placement on Scale Advice: Along with their letter of appointment, newly hired employees shall receive a document outlining their placement on the salary scale and listing the reasons why they received the noted placement. A copy of this document shall be forwarded to the union office.

## 25.15 Special Allowances

Program Chair, **and** Coordinator/Instructors shall receive a biweekly administrative allowance and shall be paid in accordance with Appendix 1 attached to and forming part of this Agreement.

| Special Allowance<br>As Per<br>Article<br>25.15 | April<br>1,<br>2021 | April<br>1,<br>2022 | April<br>1,<br>2023 | April<br>1,<br>2024 |
|---|---------------------|---------------------|---------------------|---------------------|
| Program Coordinator                             | <u>\$135.26</u>     |                     |                     |                     |
| Program Chair                                   | <u>\$255.99</u>     |                     |                     |                     |

*Note not to included in the collective agreement:*

*These rates will be adjusted pursuant to the BCGEU Instructors Common Table MOA including LOU 3: Cost of Living Adjustment*

## 29.1 Letter of Appointment

- (a) A non-regular employee shall receive a letter of appointment stating their employment status and expected duration of employment within one week of commencement of employment.
- (b) The Employer shall not use non-regular or regular part-time employees or a combination of non regular or regular part-time employees to the extent that they replace, displace or prevent the hiring of a regular full-time employee.
- (c) Except as otherwise stipulated in this article, a non-regular employee shall be entitled to an allowance of four percent (4%) in lieu of all benefits applicable to regular employees.

**(d) In addition to (c) above, the provisions of the *Employment Standards Act* are incorporated into this article such that non-regular employees who do not accrue sick leave are entitled to a minimum of five days of sick leave per year after completing 90 calendar days of service. This is not in addition to any other sick leave entitlement that may be accrued.**

## Appendix 1

Add the "Substitute Hourly Rate" referred to in Article 29.9 (b) to Appendix for April 1, 2022, April 1, 2023 and April 1, 2024. The current rate is \$36.68 which will be increased per the wage increases in the 2022 BCGEU Common Table Memorandum of Settlement including LOU 3: Cost of Living Adjustment.

LOA#1 – renewed

LOA#2 - renewed

LOA#3

Part-Time **Non-Regular** Instructor Salary Scale

between

COAST MOUNTAIN COLLEGE

and

B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Effective September 1, 1992, the parties agree that the following formula will be used to calculate salary for part-time **non-regular** instructors:

$$\frac{\text{number of class contact hours for the appointment}}{\text{annual class contact hours for the program}} \times .75 \times \frac{\text{appropriate daily rate} \times \text{Annual Salary}}{261}$$

.75 is determined by factoring out vacation, statutory holidays, and non-instructional days, thus deducting 65 from 261 working days per year yielding a pro rata annual salary factor of  $1956 \div 261 = .75$  for part-time **non-regular** instructors.

Part-time **non-regular** instructors will be placed on salary scale using the same criteria as regular instructors.

\*Daily rate is equal to the **annual salary** biweekly rate divided by **261** ten (10) days.

Dated this 3rd day of April, 1992 (Original)

Dated this 7th day of December, 1994 (Revision to correct formula - remove monthly)

**Dated this 9<sup>th</sup> day of June, 2023 (housekeeping changes for clarity and simplification)**

## LETTER OF AGREEMENT 4

## HEALTH SERVICES REVIEW

The parties will form a ~~sub~~-committee **of the Joint Union Management Committee (JUM)** consisting of not more than two members of the BCGEU bargaining committee, the BCGEU Staff Representative, and an equal number of employer appointments to review the current instructional workload criteria for the Health Care Assistant and Practical Nursing programs. The committee will hold this review in light of recruitment, retention, contact hours and any other criteria the committee believes appropriate.

The committee will ~~begin meeting~~ **continue the work started by the JUM in 2023** ~~one month~~ following ratification of the Collective Agreement and complete their duties within ~~the one~~ calendar year. These timelines may be extended once by mutual agreement of the parties.

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 by both parties February 6, 2014, **updated June 9, 2023***

## LETTER OF AGREEMENT 5

### Chairperson(s), Coordinators, and Duties of Instructors

The parties will form a joint committee consisting of not more than ~~two (2)~~ **three (3)** members of the BCGEU ~~Bargaining Committee, and one (1) instructor from the bargaining unit,~~ and an equal number of employer appointments to review and/or develop the following:

- Develop clearer language regarding the key responsibilities of the Chairperson(s); Instructional and Non Instructional Coordinators and the Instructors in the bargaining unit. These descriptions of key responsibilities will not be included in the Collective Agreement.
- Develop an appropriate evaluation process for Coordinators, Chairperson(s) and the non-instructional responsibilities of instructors in the bargaining unit.
- Review Appendix 3 Program Coordinator for accuracy of practice and/or process.

The Committee will begin meeting one month following ratification of the Collective Agreement and complete their duties within one calendar year. These timelines may be extended once by mutual agreement of the parties.

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 by both Parties February 6, 2014- **Updated June 9 2023.**

## LETTER OF AGREEMENT 6

### Service Improvement Fund

The Parties agree to create a Service Improvement Fund (SIF) to encourage and support innovation in instruction that will tangibly improve services to students at the College.

Only BCGEU instructor members are eligible to apply for funding under the SIF.

Further, the Parties agree individual and/or groups of instructors who have an interest in pursuing innovative methods of instruction to improve the learning outcomes for students will access the SIF.

The Parties agree that the SIF should strengthen the College's focus on students by providing increasingly relevant, accessible and inspiring learning environments that combine teaching excellence, high quality courses and programs.

Funds:

The SIF will consist of **a contribution of \$58,037 per fiscal year.** funds as follows:

~~Year 1: \$18,909~~

~~Year 2: \$38,255~~

~~\*Year 3: \$58,037~~

~~\*the SIF is expected to accrue annual contributions at third year level thereafter.~~

The fund will be administered on an ongoing basis, and it is the intent of the Parties to fully utilize the available funds.

Funds not allocated within a calendar **fiscal** year will be carried over for one year only.

*-Remainder of letter is unchanged-*

**An additional one time lump sum allocation of \$13,091 will be made to the Professional Development Fund under Article 32.4 (a) as a result of the deletion of the expired LOU#3 of the BCGEU Common Agreement per the 2022 BCGEU Common Table Memorandum of Settlement.**

## **New Memorandum of Agreement re Indigenization and Decolonization of the Collective Agreement**

### **Memorandum of Agreement (#TBD)**

#### **Indigenization of the Collective Agreement**

**The Parties recognize the distinct Indigenous Nations in our region as well as the traditions and cultural requirements Indigenous employees have. Further, the Parties acknowledge there are requirements for Indigenous traditions and cultural business and accept that the Parties will work with the Executive Director of Indigenization to address these requirements.**

**1. The parties agree to establish a Joint Committee to carry out a review of the collective agreement.**

**2. The purpose of the review is to better understand how the collective agreement could further efforts to decolonize and indigenize employee working conditions.**

**3. The committee shall consist of 2 Employer representatives and 2 Union representatives. It is important to have Indigenous representation on this committee and as such at least half of the committee shall be Indigenous members.**

**Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.**

**4. Tasks of the committee will include the following:**

- Identify recognized appropriate Indigenous organizations to assist the parties in their review of the collective agreement through the lens of Indigeneity;
- Review and understand the efforts undertaken at the College with its Indigenous communities to address truth and reconciliation in the College related to employment within the bargaining unit;
- Provide recommendations to the College on appropriate actions to address the unique needs of Indigenous employees within the bargaining unit as a part of the truth and reconciliation process.

5. The Committee may make recommendations to the College and the Union regarding collective agreement amendments for the next round of negotiations. The recommendations of the committee will be submitted to the Parties' respective principals for review prior to negotiating the renewal of the 2022-2025 Collective Agreement and will be subject to the sector's ratification process. For the College, the principals include the Board of Governors and the PSEA Board of Directors.