

RATIFICATION DOCUMENT



between

**OKANAGAN COLLEGE
(SUPPORT STAFF)**

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

E&OE

June 23, 2023

HOUSEKEEPING

Replace any reference to “Human Resources” with “People Services” with the exception of “Human Resources Database”.

Replace any reference to the “Director, Human Resources”, with the “Associate Vice-President, People Services”.

Include “Associate Vice-President” in any reference to “Dean” or “Director”.

ARTICLE 9 - OC SHALL ACQUAINT NEW EMPLOYEES

9.1 **Definition**

OC agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. OC shall provide new employees with a **the link to the current** copy of the collective agreement, with the appointment letter. New employees shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employees, the employee's immediate supervisor shall introduce them to their steward.

ARTICLE 10 - CHECK-OFF OF UNION DUES

10.1-10.3 *Maintain current language*

10.4 **Employee Information**

OC agrees to make every reasonable effort to provide on a biweekly basis the following information electronically to the President of the BCGEU:

- employee surname
- employee first name
- address
- ~~gender~~
- birth date
- base job classification
- start date
- hourly salary
- dues amount
- month-to-date dues
- ~~social insurance number~~

10.5-10.9 *Maintain current language*

ARTICLE 14 - STEWARDS

14.1 **Steward Activities**

The Union shall appoint or elect stewards and shall notify OC in writing of such appointment or election. OC shall recognize stewards and shall not discriminate against them for steward activity. The Union and OC shall agree as to the on-the-job activities of the stewards.

Those activities as defined shall be:

- (a) the posting of union bulletins and notices;
- (b) the investigation of and the processing of grievances;
- (c) the supervision of ballot boxes when necessary;
- (d) carrying out those duties within the realm of safety responsibilities;
- (e) attending meetings at the request of the College.**

ARTICLE 15 - SUBCONTRACTING

(a) OC agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee, excepting in instances where OC feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner OC may, in consultation and by agreement with the Union, subcontract that particular operation. **Consultation and decisions must occur within 10 working days of a request by the employer and must not cause undue delay.** It is agreed that no permanent employees will lose their employment because of any subcontracting engaged in by OC. The parties agree that Union consultation and agreement is not requirement in emergency situations.

(b) In the following circumstances, consultation is required but agreement is not:

- **Professional development/knowledge transfer/coaching opportunities**
- **Specialized skills or expertise is unavailable in deployable employees**

~~(b)~~ **(c)** OC agrees to provide the Union with a list of all purchase service agreements on a quarterly basis. OC will provide, upon request of the Union, copies of all purchase service agreements that could be reasonably considered by the Union to be work or services presently performed or hereafter assigned to the collective bargaining unit. OC agrees to provide the purchase service agreements to the bargaining unit Chairperson or designate and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

ARTICLE 16 - APPOINTMENTS

16.1 *Maintain current language*

16.2 **Non-Regular Appointments**

(a)-(c) *Maintain current language*

(d) *Length of Appointment*

If an employee occupies the same position on non-regular appointment, excluding Section (c) of this clause, for eight consecutive months, or up to 12 months where one-time **internal** funding is available for special projects or initiatives, OC shall post the position in keeping with Article 21 and shall thereby convert the position to regular appointment status, unless an extension is mutually agreed to by the Joint Committee.

Maintain current language for the remainder of the article

ARTICLE 22 - SELECTION OF EMPLOYEES

Both parties recognize the benefit of providing opportunities for job improvement or advancement.

22.1-22.5 Maintain current language**22.6 Competition for Non-Regular Appointments**

(a) All vacancies for non-regular appointments which are anticipated to be five consecutive months or more shall be posted **electronically for a minimum of 10 calendar days exclusive of statutory holidays.**

(b) Employees on regular appointments and not on probation may apply for a posted non-regular appointment of five consecutive months or more. If an employee on regular appointment is the successful applicant, assignment to the non-regular position shall be subject to the availability of a suitable replacement in accordance with Clause 16.2(c). For the duration of the assignment, such employee shall retain regular appointment status and shall return to their original position upon completion of the project and/or assignment period.

(c) Employees on regular appointments who are appointed to a non-regular position under 22.6(b) must return to their original position for a minimum period of six months before they are eligible to apply for another non-regular appointment of five consecutive months or more.

~~(c)~~ **(d)** The provisions of Clause 22.6(a) shall not apply to sequential assignments to other positions triggered by the first move.

22.7 Eligibility of Employees on Regular Appointments

Employees on regular appointments who have not completed their probation or trial period are not eligible for other regular or non-regular support staff appointments.

22.722.8 Promotion - Required Qualifications

In cases of promotion requiring higher qualifications or certification, OC shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed between the parties to this agreement, and to revert to their former positions if the required qualifications are not met within such time.

22.822.9 Promotion - Placement on Scale

Where an employee is appointed to another position which carries a higher salary scale, the employee will receive the rate in the new scale which is the next closest step that is higher than the employee's previous salary. **The application of this provision shall not result in a reduction in current salary.**

22.10 Lateral Moves - Placement on Scale

Where an employee is appointed to another position on the same salary scale, the employee will retain both their position on the salary scale and their accumulated hours of service towards their next increment.

22.11 Voluntary Demotion - Placement on Scale

Where an employee is successful in applying for a position which results in a voluntary demotion, the employee shall be placed on the step of the new pay grade that does not result in a pay increase and which is closest to their pay rate in their previous position.

ARTICLE 24 - PROBATION AND TRIAL PERIODS**24.1 New Employees**

(a)-(b) *Maintain current language*

24.2 Regular vs Non-Regular Appointments

(a)-(c) *Maintain current language*

24.3 Unsatisfactory Probation

(a) In the event that the service of an employee is found by OC to be ~~unsatisfactory~~ **unsuitable for continued employment** during the probationary period, or if for any other reason the employee does not complete the probationary period, it will not be necessary to re-post the position. Should such a situation arise, OC may appoint the next available candidate recommended by the Selection Committee for that competition. Should the service of the second employee be found to be ~~unsatisfactory~~ **unsuitable for continued employment** during the probationary period, or if for any other reason the employee does not complete the probationary period, the position will be re posted. The Union will be advised of actions taken by OC.

(b) Employees who are found unsuitable for continued employment will be provided the reason(s) for the basis of that decision.

24.4 Extension of Probation

The College, with the agreement of the Union, may extend the probationary period of an employee for a further period not to exceed three months.

ARTICLE 26 - SENIORITY**26.1 Seniority for Regular Appointments**

(a)-(b) *Maintain current language*

(c) OC will maintain seniority lists in keeping with Section (a) of this article. Seniority lists ~~as of the last pay period including March 1st and October 1st shall be sent to the Union and~~ **will be** posted on the College's intranet ~~by April 1st and November 1st of the ensuing year~~ **monthly**.

(d)-(e) *Maintain current language*

26.2 Maintain current language

ARTICLE 27 - PAY PERIODS

(a) Salaries shall be payable every second Friday throughout the calendar year. In the event that a statutory holiday falls on the payday, the deposit shall be made on the previous day.

(b) When an employee has been overpaid, through no fault of their own, and the overpayment is in excess of \$150, the payroll office will, before any recovery action is implemented, provide a detailed breakdown of the overpayment and advise the employee in writing of the intention to recover the overpayment. Employees will engage with the payroll office, with optional support from the union, to establish a reasonable recovery schedule. Subject to demonstration of financial hardship, recovery will normally be at 10% of the employee's net pay each pay period until the entire amount is recovered. In the event the employee's employment ends before recovery is completed, the College will pursue recovery from the final pay. Any outstanding overpayment, following recovery from final pay, may be referred to collections.

ARTICLE 29 - INCREMENTS**29.1**

Employees on full-time regular appointments shall receive an annual incremental increase in the pay period in which their anniversary date falls. The anniversary date for employees on regular appointments is defined as the starting date of continuous service with OC or a date which reflects accumulated service, subject to Clause 26.1(d). **Increment progression occurs at 12 months' full-time service. Twelve months' full-time service for all support staff employees including part-time regular and non-regular will be standardized to occur at 1820 hours paid, exclusive of overtime.**

29.2

Employees on **full-time and** part-time regular appointments shall receive an incremental increase when they have completed 1820 hours service with OC; additional incremental increases shall be given for each successive 1820 hours service with OC, subject to Clause 26.1(d).

29.3 *Maintain current language*

29.4

Employees shall receive an annual increment in the pay period during which they conclude 1820 hours until they reach the maximum salary step in their respective salary band or additional steps above the salary band where Clause 29.7 applies.

29.5

Where an employee occupies a position which is reclassified, resulting in a higher classification, the employee shall be placed on the new salary band as follows:

(a) Step 1 of the new classification, if the employee's salary prior to reclassification is less than that amount; or

(b) The step in the salary scale for the new classification which is the next closest step that is higher than the employee's previous salary

Upon reclassification, calculation of full-time service for increment progression shall commence at the effective date of reclassification on to the new salary band (i.e. all employees shall restart hours

accumulation when their position is reclassified into a higher salary band). However, this does not apply where employees post into another position (i.e. hours accumulation is not reset).

29.429.6

Incremental increases shall be given in keeping with the preceding clauses of this article until the maximum of an employee's salary range has been reached.

29.529.7

In recognition of long service and after 10 continuous years of full-time service or its equivalent, employees shall be eligible for an award of one additional increment. A further increment will be awarded upon completion of each additional block of five years. This article shall not apply to employees hired after March 24, 2005.

Calculation of full-time service for long service award increment progression shall be continuous from the commencement of employment regardless of which classification the hours were accumulated in (e.g. employees shall be entitled to the first long service increment at the conclusion of 18,200 hours paid, to the second at 27,300 hours paid etc.).

Employees who are entitled to a long service increment shall be entitled to progress at the conclusion of a subsequent 1820 hours on the salary scale above the maximum salary step to the step commensurate with their long service entitlement. (i.e. Employees who have completed 10 continuous years of full-time service or its equivalent (18,200) shall be entitled to progress to steps above the maximum salary step after each 1820 hours from the previous increment, until they reach the number of steps above the salary scale that they had prior to their reclassification or posting into a job with a higher classification, plus any steps subsequently received for additional long service increments).

In addition to the above, all employees shall be entitled to two further long service increments from the date this agreement was implemented (September 1, 2013) after which time, no further additional long service increments shall be awarded.

ARTICLE 30 - SHIFT DIFFERENTIAL

30.1

Differential pay shall be paid at the following rates:

Afternoon (4:00 p.m. to 12 midnight)	\$0.90 \$0.99
Graveyard (12:00 midnight to 8:00 a.m.)	\$1.00 \$1.11

Effective July 1, 2024*, differential pay shall be paid at the following rates:

Afternoon (4:00 p.m. to 12 midnight)	\$1.01
Graveyard (12:00 midnight to 8:00 a.m.).....	\$1.13

30.2

Where the majority of an employee's regular hours of work fall within either the designated afternoon or graveyard shift, the differential shall be paid for all hours worked.

*** The July 1, 2024 rates in this article are subject to change per LOU #3 - Cost of Living Adjustment of the 2022 BCGEU Template Table Memorandum of Settlement**

ARTICLE 32 - HOURS OF WORK AND OVERTIME

32.1 Workweek Defined

(a) Except for employees identified in Clause 32.1(b) and 32.1(c), the normal workweek shall consist of **any** five **consecutive** days consisting of **up to** seven-hour days ~~from Monday to Friday inclusive.~~

(b) The days of the normal workweek for any new or vacant position will be posted as per Clause 21.2. The normal workweek for existing positions will not be modified without the mutual agreement of the College and the Union.

~~(b)~~ **(c) Normal** H hours of work for employees ~~whose schedules are directly related to a student's class or study tour hours shall be in accordance with the needs of the student, but in any event, shall not exceed 70 hours biweekly.~~

~~(c)~~ **(d)** OC may authorize modified workweeks. **Employee requests for modified work arrangements will be considered.**

32.2-32.6 *Maintain current language*

32.7 Overtime

(a) Authorization of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized by the College. In the event of an emergency situation overtime may be worked without prior authorization.

(a)-(c) *Re-number and maintain current language*

~~(d)~~ **(e) Time Off in Lieu of Overtime**

(1) Regular employees shall have the option of receiving equivalent compensating time off in lieu of payment for overtime worked if requested at the time of submission of overtime and on approval in writing from the immediate supervisor(s).

(2) Compensating time off shall be taken at a time mutually agreeable to the employees and the immediate supervisor(s), but in any event, shall be taken prior to December 31st of that calendar year. If time off in lieu of overtime was banked but has not been taken or scheduled by November 1st, OC may schedule the time off in lieu for the employee taking into consideration operational requirements and employee requests.

(3) With approval, compensating time off accrued during the months of November or December may be carried forward into the following calendar year and must be taken at a time mutually agreeable to employees and the immediate supervisor(s) prior to March 31st of that year.

~~(3)~~ **(4)** If employees are unable to schedule compensating time off due to operational requirements, any overtime due at December 31st for that calendar year, or prior to terminating employment, whichever is earlier, shall be paid in cash.

~~(e)~~ **(f) Maintain current language**

ARTICLE 36 - WORKFORCE REDUCTION

36.1-36.2 *Maintain current language*

36.3 **Definitions**

~~For the purpose of this article, seniority shall relate only to those employees on regular appointments.~~

(a) **"Layoff"** - An elimination of a regular position. Elimination of a full-time position with a reduction to part-time hours shall constitute a layoff. Reduction of a part-time position to below 50% resulting in a loss of benefits shall constitute a layoff. A sessional position of less than 12 consecutive months shall not be deemed to be a temporary layoff for the purposes of this article.

(b) **"Recall"** - The calling back of a laid-off employee to fill a vacant position within their classification grade or to the position they were laid off from or to a vacant position in a lower classification grade within the bargaining unit, provided the employee has the qualifications to meet the requirements of the vacant position

(c) **"Internal Placement"** - The placement of an employee whose position has been discontinued into a vacant position at their classification grade and any vacant position in a lower classification grade for which they have the required qualifications.

(d) **"Displace (Bump)"** - Displacing (bumping) the junior continuing employee in their classification grade or lower classification grades as outlined in Article 36.5.

(e) **"Classification Grade"** - For the purposes of this article, classification grade refers to the group of jobs within each paygrade (SUP 1-11).

(f) **"Qualifications"** - For the purposes of this article, qualifications means the employee being able to perform the duties and meet the minimum educational and experience requirements of a position or the equivalent combination of education and experience.

36.4 **Notice to the Union and Pre-Layoff Canvass**

(a) Where the Employer identifies a need to proceed with a reduction in the workforce, the Employer shall notify the Union, in writing, prior to issuing any layoff notices to employees. The notice shall include where the reduction is required, the number of positions to be affected; the department(s); the campus or centre; the affected employees; the pay level classification and qualifications of the position(s); the reasons for layoff; the cost reduction or other goal intended to be achieved by the layoff; and the names of OC's representatives to a joint layoff committee.

(b) The Joint Layoff Committee shall be comprised of members equal in number from both the Union and OC.

(c) The Employer and the Union shall meet, within five working days of the notice per Clause 36.4(a), to discuss the workforce reduction and options to minimize its scope.

(d) To minimize layoffs, other options as follows, but not limited to, shall be considered by the Joint Layoff Committee whenever possible, prior to employees being given layoff notices:

- (1) placing affected employee(s) in ~~vacant positions~~ **internal placement** for which they are qualified in the same campus or centre, appointment category and classification;

- (2) transferring affected employee(s) to vacant positions **an internal placement** for which they are qualified in a different campus or centre in the same appointment category and classification **grade**;
- (3) job-sharing;
- (4) reduced hours of work through partial leaves;
- (5) leave of absence;
- (6) voluntary severance payout;
- (7) early retirement incentives as outlined in the collective agreement.

~~(e) — An employee who is qualified for a vacant position in the same campus or centre, appointment category and classification shall normally be appointed to the vacant position. An employee who is appointed to a vacant position shall not be eligible to elect to claim a position ("bumping") or to be laid off and placed on the recall list under Clause 36.5 and no further options will be considered by the Joint Layoff Committee.~~

~~(f) — Where a vacant position is not available at the employee's same campus or centre, but is available at a different campus or centre in accordance with Clause 36.4(d)(2), the employee may be offered and may accept such position.~~

~~(g) — OC shall not be required to pay any transfer expenses which might arise from the transfer of employees into vacant positions at a different campus or centre, or as a result of recall.~~

~~(h)~~ **(e)** Within five working days of the meeting of the Joint Layoff Committee the Employer, where agreed, shall conduct a pre-layoff canvass by sending out written notice to the Union and the employees identified for the pre-layoff canvass. The notice shall include the specifications as outlined in Clause 36.4(d) above, with the exception of (1) and (2).

~~(i)~~ **(f)** Employees who are canvassed and who voluntarily respond to the canvass must do so in writing within 10 working days of receipt of the notice.

~~(j)~~ **(g)** It is understood that employees selecting voluntary severance or early retirement shall not be entitled to **displacement** (bumping) or recall rights. A voluntary resignation and severance payment or early retirement must prevent a layoff of an employee who would be entitled to layoff notice or severance pay under the collective agreement.

(h) If the employee elects voluntary severance or early retirement incentive, then the layoff notice shall be effective as of the date of the option selected in Article 36.4(e).

~~(k)-(n)~~ **(i)-(l)** *Re-number and maintain current language*

36.5 Notice to Employees, ~~Claiming a Position~~ **Internal Placement**, Layoff and Recall

~~(a) — Employees of OC not covered by the Support Staff collective agreement shall not be eligible to bump into or claim any support staff position.~~

(a) The Joint Layoff Committee shall meet with the affected employee(s) within five working days of the written notice of layoff to discuss the options. The employee must then confirm their choice of option in writing to the Joint Committee within five working days of the meeting with the Joint Committee. The employee will be presented with a list of potential internal placement options

identified by People Services, for which they are qualified that are available at the time of this meeting. The Employer will not proceed with the normal selection process for the identified internal placement positions for five working days or until the employee chooses an option, whichever takes place first.

36.4(e)(b) An employee who is qualified for a vacant position **an internal placement** in the same campus or centre, appointment category and classification **grade** shall normally be appointed to the vacant **identified** position. An employee who is appointed to a vacant position **an internal placement** shall not be eligible to elect to claim a position ("bumping") or to be laid off and placed on the recall list under Clause 36.5 and no further options will be considered by the Joint Layoff Committee.

(c) If vacancies in the employee's classification grade did occur during the notice period and were passed up by the employee, then the following options are available, selection of one option precludes selection of any other:

- (1) Layoff with recall rights for 12 months;
- (2) Termination of employment with severance pay.

In order to exercise their internal placement rights to vacancies, the employee must notify the People Services Department in writing of a position that they have identified for placement, within five working days of the date of the job posting of a position. After the five working days have passed, the employee's right to internal placement into these vacancies is forfeited.

(d) The People Services Department and the Union may mutually agree that an employee will not be required to place into vacancies they are deemed unqualified for, within their classification grade or lower. In these cases, the employee will not forfeit displacement (bumping), seniority or recall rights.

36.4(f)(e) Where a vacant position **an internal placement** is not available at the employee's same campus or centre, but is available at a different campus or centre in accordance with Clause 36.4(d)(2), the employee may be offered and may accept such position.

36.4(g)(f) OC shall not be required to pay any transfer expenses which might arise from the transfer of employees into vacant positions **an internal placement** at a different campus or centre, or as a result of recall.

(b)(g) OC may give notice of layoff to affected employees on regular full-time, part-time and sessional appointments; however, such notice shall not be less than 20 working days, prior to implementation.

(c)(h) Employees on regular full-time, part-time or sessional appointments who are given notice of layoff, may elect to exercise their seniority by claiming a position or may elect to be laid off and to be placed on the recall list for recall to a position within the employee's former appointment category and classification.

(d)(i) Employees who elect to exercise their seniority may claim a position as follows:

- (1) A regular full-time, part-time or sessional employee may claim a comparable position that is occupied by the least senior regular employee within the regular full-time, part-time or sessional employee's campus.
- (2) "Comparable" for the purpose of this article means a position within the same appointment category, classification **grade** and with the same full-time equivalent hours.

(3) Where a comparable position is available the employee shall normally be appointed.

~~(e)~~(j) Where a comparable position does not exist within the employees' campus employees may claim **(bump)** a position as follows:

(1) A regular full-time employee may claim the position that is occupied by the least senior full-time regular employee within the campus or centre of the position being claimed; or

(2) A regular part-time or sessional employee may claim the position that is occupied by the least senior regular part-time or sessional employee within the campus or centre of the position being claimed, where the hours are equivalent to or greater than the laid off employee; or

(3) An employee may claim the position where the hours are less than their existing hours provided the position being claimed is occupied by the least senior employee within that campus or centre.

~~(f)~~(k) The claiming of a position is subject to:

(1) the claimant being able to perform the duties and meet the minimal educational and experience requirements of the position being claimed; and

(2) the claimant having more seniority than the incumbent as of the date of the layoff notice issued to the claimant; and

(3) if the position claimed is at another OC campus or centre then OC shall not be required to pay any transfer expenses; and

(4) the claimant being subject to a ~~three-month~~ **455-hour** trial period.

(5) The employee will have one month from the date of the selection of Internal Placement to commence the position.

~~(5)~~(6) Where an employee has claimed a position and the employee proves unsatisfactory during the trial period, the employee shall be reappointed to a ~~vacant position~~ **an internal placement** that is comparable to their former position or failing the availability of a vacancy shall be placed on the non-regular employee list.

~~(g)~~(l) Should the claiming of a position under Clause 36.5~~(e)~~(j) not be possible, the employee may claim a position occupied by an employee on non-regular appointment provided that the claimant is able to perform the duties and meet the minimal educational and experience requirements of the position being claimed.

~~(h)~~ (1) Employees who claim a position under Clause 36.5~~(g)~~(l) shall retain their regular appointment status for the term of their employment in that position and any subsequent consecutive appointments to like positions.

(2) For the purpose of this article an employee who has accepted non-regular appointment shall retain their right to claim a regular position under Clause 36.5~~(e)~~(j) for a maximum period of one year from the date of layoff unless an extension is mutually agreed to by the Joint Committee.

~~(i)~~(m) An employee who elects to be laid off and placed on the recall list or who is unable to claim a position under Clause 36.5~~(e)~~(j) or ~~(g)~~(l) will be given notice of layoff and placed on the recall list for recall to a position, at the employee's former campus or centre, within the employee's former appointment category and classification, subject to qualifications.

(1) In the event that the former position of the laid-off employee becomes available within a one-year period from the date of layoff, they shall be offered the position. In the event that an employee refuses a recall offer to their former position within five working days of the offer, the College shall remove the employee's name from the recall list, unless there are extenuating circumstances acceptable to the Joint Committee.

(2) In the event that extenuating circumstances apply, if an employee on the recall list rejects recall to two vacancies in their former classification grade that they are qualified for, the employee will forfeit their right to any further recall and the College shall remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the Joint Committee. In such cases, the Union shall be notified immediately.

(3) If no contact is made with the employee by email or telephone within two working days, recall notice shall be made by registered mail to the address of the employee known by the College.

(4) If there is no response to the written notice of recall within 5 working days of delivery of the registered letter, another applicant may be hired. Failure to acknowledge notice of recall within five working days of notification or failure to report to work having been given at least 10 working days' notice will result in forfeiture of seniority and recall rights. In such case, the Union shall be notified immediately.

(5) During the 12-month period of recall, the People Services Department and the Union may agree that an employee will not be required to place into vacancies they are deemed unqualified for within their classification grade. In these cases, the employee will not forfeit seniority or recall rights.

~~(j)~~**(n)** In the event that a position becomes available pursuant to Clause 36.5~~(i)~~**(m)** within a 12-month period from the date of layoff, they shall be offered the position.

~~(k) In the event that an employee refuses a recall offer to their former position, within five working days of the offer, OC shall remove the employee's name from the recall list, and all rights to recall shall be extinguished unless there are extenuating circumstances acceptable to the Joint Committee.~~

(o) A full-time employee who refuses recall to a part-time position will not forfeit seniority and recall rights by not accepting the recall.

~~(l)~~**(p)** An employee whose position is eliminated and who is laid off under this article and who has served OC for two years or more shall, if re-employed by OC in a regular position in accordance with Clause 36.5~~(j)~~**(n)**, retain all rights in relation to seniority and salary.

~~(m)~~**(q)** In the case of employees whose employment was terminated under this article the records of such employees and any references for them shall clearly indicate the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.

~~(n)~~**(r)** The scheduled non-working time; i.e., the inter-session period, for employees on regular appointments of less than 12 consecutive months shall not be deemed to be a temporary layoff for the purpose of this article.

~~(o)~~**(s)** If former employees are re-employed on a regular appointment by OC during the 12-month period following termination, they shall refund to OC that portion of severance pay which exceeds one month's salary for each month of layoff.

(p)(t) An employee shall retain their right to recall for a maximum period of 12 months from the date of layoff.

(q)(u) Both parties agree that, in the case of correspondence relevant to Clause 36.5, copies of such correspondence between OC and employees and the Union shall be released coincidentally to the President of the Union and/or designate.

ARTICLE 37 - DISCIPLINE, SUSPENSION, DISMISSAL

37.1 *Maintain current language*

37.2 **Censures** **Disciplinary Warnings**

(a) Whenever OC or its agent deems it necessary to censure **issue a written disciplinary warning to** an employee in a manner indicating that dismissal **or further discipline** may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their performance up to a required standard by a given date, OC shall, within 10 working days after the censure **disciplinary warning**, give written particulars of such censure **warning** to the employee and the Union **bargaining unit Chairperson**.

(b) Subject to Clause 37.2(c) after a period of 12 months and upon a request in writing by the censured employee, written censures **disciplinary warnings** shall be removed from personnel records and destroyed, provided there are no further censurable infractions.

(c) In the case of a written censure **disciplinary warning** issued as a result of a sexual harassment complaint, the censure **disciplinary warning** shall be removed from personnel records and destroyed after a period of five years, upon a request in writing by the censured employee, and provided there are no further censurable infractions under this clause.

Maintain current language for the rest of the article

ARTICLE 38 - SEPARATION OF EMPLOYMENT

38.1 **Dismissal**

Upon dismissal **or layoff**, the employee shall be paid, as soon as possible, by OC **the College** all money due to the employee.

38.2 **Resignation**

Upon resigning, the employee shall be paid by OC **the College**, on or before the payday in the week following such resignation, all money due to the employee.

38.3 **Notice of Resignation**

An employee shall notify OC **the College** of their decision to leave the employ of OC **the College** by giving written notice 10 working days in advance of the effective date of resignation unless an earlier date is mutually acceptable. The employee shall receive termination pay and benefits as provided for in this agreement.

ARTICLE 40 - TECHNOLOGICAL CHANGE**40.1 Notice**

Whenever possible OC will provide the Union with two months' notice of intention to introduce technological changes which might result in displacement or reduction of personnel.

40.2 Retraining

Employees becoming redundant due to technological change shall be eligible for retraining to qualify for new positions. Such retraining will be provided by OC without loss of pay to the affected employee(s).

40.3 Displacement

Employees who are displaced from their jobs by technological change will suffer no reduction in normal earnings for a three-month period following such change and will be given the opportunity to fill other positions according to seniority and qualifications.

40.4 Consultation

The manner and method of replacing employee(s) undergoing retraining made necessary by technological change and the job to which the employee(s) may return should they be unsuccessful in their training will be discussed by the parties to this agreement or their delegates, before the retraining begins.

40.5 Severance Pay

Employees whose services are terminated because of technological change shall receive severance pay.

40.6 Legislation

The procedures to be followed by the College and the Union concerning technological change shall be in accordance with Section 54 of the *Labour Relations Code of BC*.

ARTICLE 42 - VACATIONS**42.1-42.2 Maintain current language****42.3 Carryover**

Upon notification in writing to their supervisor(s) prior to ~~November 30th~~ **October 15th**, employees on regular appointments will indicate if they wish to carry over a maximum of ~~five~~ **10** days' vacation leave to the next calendar year. ~~Upon approval of the supervisor(s), employees may carry over an additional five days for a maximum of ten days' vacation leave to the next calendar year.~~ Employees on sessional appointments may take vacation entitlement at a mutually agreeable time during the period of their appointments, and the provision to carry over vacation does not apply.

42.4 Maintain current language**42.5 Vacation Leave Credits**

(a) Employees on regular appointments of 12 months a year shall earn vacation leave credits as follows; prorated where there is less than a full year's service:

(1) During the first to sixth consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.

- (2) During the seventh to ninth consecutive years of employment, employees shall receive 26 working days annual vacation.
- (3) During the 10th to 14th consecutive years of employment, employees shall receive 27 working days annual vacation.
- (4) During the 15th to 19th ~~17th~~ consecutive years of employment, employees shall receive 28 working days annual vacation.
- (5) During the 20th ~~18th~~ to 24th ~~19th~~ consecutive years of employment, employees shall receive 29 working days annual vacation.
- (6) During the 25th ~~20th~~ consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.

Effective January 1, 2022 ~~2022~~ **2025**

- (7) During the first to sixth consecutive years of employment inclusive, employees shall receive ~~20~~ **21** working days paid annual vacation.
 - (8) During the seventh to ninth consecutive years of employment, employees shall receive ~~26~~ **27** working days annual vacation.
 - (9) During the 10th to 14th consecutive years of employment, employees shall receive ~~27~~ **28** working days annual vacation.
 - (10) During the 15th to 17th consecutive years of employment, employees shall receive ~~28~~ **29** working days annual vacation.
 - (11) During the 18th to 19th consecutive years of employment, employees shall receive ~~29~~ **30** working days annual vacation.
 - (12) During the 20th consecutive year of employment and thereafter, employees shall receive ~~30~~ **31** working days annual vacation.
- (b) For employees on full-time regular appointments proration of annual vacation entitlement shall be based upon every month of service in which employees are paid a minimum of 70 hours.
 - (c) For employees on part-time regular appointments proration of annual vacation entitlement shall be based on actual hours worked.
 - (d) Employees on full-time regular appointments of less than 12 months or a part-time regular appointment shall earn vacation leave credits in accordance with Clause 42.5(a) on the basis of accumulative service.

42.6 *Maintain current language*

42.7 **Vacation Schedules**

Subject to the provisions of this article, it is the intent of the parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. Vacation schedules are based on the calendar year.

Vacation requests for January 1st - March 31st will be reviewed and approved in order of seniority, if the request is submitted by December 1st of the prior year. Those received after December 1st will be considered in the order received.

(a)-(d) *Maintain current language*

(e) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority in each work unit. ~~Where employees choose to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.~~ **Where employees choose to divide their vacation into separate blocks, any remaining vacation request(s) submitted after their initial selection shall be determined on the basis of seniority only after all employees in the work unit have chosen their initial continuous block of vacation.**

(f) *Maintain current language*

(g) ~~After September 15th of each year, the Employer may schedule unscheduled vacation for employees who have not submitted a request or notified their supervisor of their intent to bank vacation in accordance with and subject to the provisions of Clause 42.3 — Carryover.~~ **October 15th of each year, the Employer may schedule unscheduled vacation for employees who have not submitted a request or notified their supervisor of their intent to bank vacation in accordance with and subject to the provisions of Clause 42.3 — Carryover. where the employee has neither scheduled vacation days nor indicated an intent to carry over unused vacation days in accordance with and subject to the provisions of Clause 42.3 (Carryover), the Employer may require the employee to do so, or the Employer may schedule the vacation time for the employee.**

(h) *Maintain current language*

Maintain current language for the remainder of the article.

ARTICLE 43 - STATUTORY HOLIDAYS

43.1

(a) All employees on regular appointments shall receive a day off with pay on the following holidays:

New Year's 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
British Columbia Day	Family Day

and any other day proclaimed by the federal, provincial or municipal government as a holiday. When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay. Employees required to work on a statutory holiday shall receive a regular day's pay at one and one-half times plus another day's pay or day off.

(b) Statutory holidays for regular part-time employees will be prorated based on actual hours worked in the preceding 28-day calendar period.

43.2 *Maintain current language*

ARTICLE 46 - DEFERRED SALARY LEAVE PLAN

Employees on regular appointments who have been continuously employed at OC for a minimum of five years are eligible to participate in the Deferred Salary Leave Plan. The terms and conditions of the Plan are contained in OC policy and a copy of the policy ~~may be obtained from the Payroll Department~~ **is located on the People Services website.**

ARTICLE 47 - HEALTH AND WELFARE PLANS**47.1-47.2** *Maintain current language***47.3 Dental Care Plan**

- (a) Plans A and B, Basic Services - diagnostic, preventive, surgical services, etc.;;
100% reimbursement from the Plan.
- (b) Plan C, Prosthetic Appliances and crown and bridge procedures;
50% co-insurance.
- (c) Plan D, Orthodontics - available to employees and dependants only after patient has been covered continuously for 12 months, maximum lifetime benefits ~~\$2,500~~ **\$3,500** per patient.
50% co-insurance.

47.4 Medical Care Plan

- (a) Extended Health Benefit Plan
- (b) *Optical Coverage*
 - ~~\$400~~ **\$650** maximum coverage for each insured individual during a 24-month period, and every 12 months for each individual under the age of 18 years.
 - ~~Effective July 1, 2020, the maximum coverage will increase to \$500 for each insured individual during a 24-month period, and every 12 months for each individual under the age of 18 years.~~
 - Employees shall be reimbursed a total of ~~\$75.00~~ **\$125** every 24-month period for vision examinations.
 - ~~Effective July 1, 2020, employees will be reimbursed \$100 every 24-month period for vision examinations.~~
- (c) *Medical Travel Referral Benefit*
 - For service and supplies not covered by the Medical Services Plan of BC up to \$125 per day for up to 50 days in accordance with guidelines issued by the carrier.

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.**
- **Establish a Gender Affirmation Benefit, coordinated with the Provincial Health Plan of \$30,000 lifetime.**
- **Increase lifetime fertility treatment drug coverage from \$2,500 to \$15,000**

- Each employee eligible for benefits shall have a \$200 per annum health spending account to be used for additional benefit reimbursement. Funds remaining at the end of fiscal shall not carry over to the next year.
- Amend the Hearing Aid coverage to provide a maximum of \$1,500 every 4 years.
- Raise the age of termination of Group Life Insurance and AD&D coverage to age 75.
- Cap pharmacy dispensing costs at \$8 per fee.
- Osteopath, Podiatrist/Chiropodist, Homeopath, Acupuncturist, Naturopath, or Speech Therapist - \$500 combined total for each insured individual per year.
- Removal of \$40 per visit for the first five visits in any calendar year for all paramedical benefits.

47.5-47.7 Maintain current language

47.8 Compensation in Lieu of Health and Welfare Benefits

(a) Regular Appointments

- (1) Employees on part-time appointments who are scheduled to work 17.5 hours per week or more shall be entitled to the Health and Welfare Benefits under Clauses 47.1, 47.2, 47.3, and 47.4.
- (2) Employees on part-time appointments who are scheduled to work less than 17.5 hours per week shall, at the employee's option, receive compensation of either fifty five cents (~~\$0.55~~) **\$0.61** per hour worked, to a maximum of ~~\$38.50~~ **\$42.70** biweekly in lieu of Health and Welfare Benefits, or BC Medical coverage.

(b) Non-Regular Appointments

- (1) Upon the completion of 30 working days, employees on non-regular appointments shall thereafter be entitled to receive compensation of ~~fifty five cents (\$0.55)~~ **\$0.61** per hour worked, to a maximum of ~~\$38.50~~ **\$42.70** biweekly in lieu of Health and Welfare Benefits, provided there is not a break in service pursuant to Clause 26.2(e).
- (2) Non-regular employees with more than 2,520 hours of accumulated service and who are scheduled to work 17.5 hours per week or more shall be entitled to the Health and Welfare Benefits under Clauses 47.1, 47.3, and 47.4, provided there is not a break in service pursuant to Clause 26.2(e).
- (3) Non-regular employees who are eligible for Health and Welfare Benefits as outlined in Clause 47.8(b)(2) above shall, at the employee's option, receive compensation of ~~fifty five cents (\$0.55)~~ **\$0.61** per hour worked, to a maximum of ~~\$38.50~~ **\$42.70** biweekly in lieu of Health and Welfare Benefits, provided there is not a break in service pursuant to Clause 26.2(e).

(c) Effective July 1, 2024¹, the rates in (a)(2), (b)(1) and (b)(3) above will increase to \$0.62 per hour worked and a maximum of \$43.40 biweekly.

47.9 Long-Term Disability

Maintain current language

¹ The July 1, 2024 rates in this article are subject to change per LOU #3 - Cost of Living Adjustment of the 2022 BCGEU Template Table Memorandum of Settlement

ARTICLE 48—MEDICAL REQUIREMENTS**48.1—**

Any OC required physical or medical examinations shall be promptly complied with by all employees, provided however, OC shall pay for all such physical or medical examinations and for any time lost as a result thereof during their working hours. When employees are examined by a physician paid by OC, and it is found that such employees are not fit to carry on their employment, the OC paid physician shall first consult with the employee's physician and/or an elected physician of the Union. If after such consultation it is found that the employee(s) involved are capable of carrying on in their present class of employment, they will be reinstated forthwith without loss of pay.

48.2—

- (a) When either party becomes aware that an employee has been diagnosed as having been exposed to an infectious or contagious disease and with the consent of the employee, the Joint Committee shall meet, within five days, at the call of either party.
- (b) The Joint Committee shall explore all avenues relevant to offering protection to the employee sufficient to safeguarding the employee from opportunistic infection.
- (c) The Committee shall consult with such professional groups as it deems necessary in order to reach a conclusion which shall be in keeping with current standards.

ARTICLE 5049 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**50.149.1**

OC and the Union will jointly participate in the administration of a mutually acceptable Employee **and Family** Assistance Program for employees on regular appointments. OC will provide an administration fee up to the equivalent of 0.2% of the bargaining unit salary base in each fiscal year to fund the cost of the program.

50.249.2 *Maintain current language***ARTICLE 5251 - SICK LEAVE PROVISIONS****52.151.1** *Maintain current language***52.251.2** **Amount of Sick Leave**

(a) Sick leave shall be granted to employees on regular appointments, who were in the employ of OC on regular appointment as of June 30, 1978, on the basis of one and one-half days for every month of service. Employees working less than full-time shall earn sick leave on a pro rata basis based on the employees' regular appointment. Sick leave shall be calculated from the date of employment. In any one year when employee(s) have not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 250 working days for future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in this agreement.

(b) **(a)** Sick leave shall be granted to employees on regular appointments, who were appointed July 1, 1978 or thereafter, on the basis of one and one-half days for every month of service. Employees working less than full-time shall earn sick leave on a pro rata basis based on the employees' regular appointment.

Sick leave shall be calculated from the date of employment. In any one year when employee(s) have not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 180 working days for future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in this agreement.

(e)(b) There shall be a charge against an employee's sick leave credits for absences that exceed **sick time taken in excess of** two hours **in any one day**.

(d)(c) When employees are qualified for sick leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave, and the period of vacation so displaced shall be taken at a mutually agreed time.

(d) The provisions of the *Employment Standards Act* are incorporated into this article such that all employees who do not accrue sick leave as specified above 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 entitlement that may be accrued in (a) and (b).

52.351.3 Illness in the Family

In the case of illness of an immediate family member permanently residing in the employee's household or ~~with whom the employee permanently resides~~ **who lives separately from the employee but is dependent on the employee for care**, where no one at home, other than the employee, can provide for the needs of the ill person, or in the case of a non-custodial child, the employee shall be entitled, after notifying their supervisor, to use accumulated sick leave for this purpose, to a maximum of 10 days per year provided a minimum of 12 days is available each year for personal sick leave only (see Clause 52.2**51.2**).

52.4-52.7 Re-number and maintain current language

52.851.8 Payout at Retirement Leave

Upon retirement, employees on regular appointments shall be granted ~~a leave, or at the employee's option~~ a cash payout, equal to a maximum of ~~60~~ **70** days accumulated sick leave.

52.951.9 Maintain current language

52.1051.10 Medical and Dental Appointments

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for dependent children shall be permitted, but where any such absence exceeds one hour, the additional time off shall be charged to employees' sick leave credits.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical/dental centre.

(c) ~~OC may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.~~

52.1151.11 Medical Examination

~~(a) Where OC requires an employee to submit to a medical examination, by a physician selected by OC, it shall be at OC's expense and on OC's time, other than a medical examination required under Article 52.4 hereof.~~

~~(b) The right is reserved by OC to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the BC Medical Association.~~

Should the College reasonably require additional medical information relating to an employee, it will act in accordance with the following procedure:

(a) The College will first request additional information from the employee's treating or family physician;

(b) Should there be reasonable grounds for the College to require further or specialized medical information, the employee shall be given the opportunity to select a specialist of their choosing;

(c) If options (a) and (b) above are exhausted, and the College still reasonably requires further information, the employee will be examined by a medical doctor that is selected by the College.

(d) The examination shall be at OC's expense and on OC's time, other than a medical examination required under Article 51.4 hereof. The right is reserved by OC to define the scope of the medical examination.

52.12 *Re-number and maintain current language*

ARTICLE 53.52 - PARENTAL LEAVE

53.152.1 Maternity Pregnancy Leave

Maternity **Pregnancy** leave of absence without salary shall be granted on application to the Dean or Director. The duration and other terms shall be decided on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following general provisions:

(a) A maternity **pregnancy** leave of absence without pay shall be granted for 17 consecutive weeks commencing no earlier than 13 weeks before the expected birth date, and no later than the actual birth date and ends no later than 17 weeks after the leave begins, or to the expiry date of the non-regular appointment, whichever is shorter.

(b) If an employee on leave under Clause 53.1**52.1**(a) proposes to return to work earlier than six weeks after the birth **to of** the child, the Employer may require the employee to provide a medical or nurse practitioner's certificate stating the employee is able to resume work.

(c) An employee may extend the leave under Clause 53.1**52.1**(a) for an additional six weeks for reasons related to the birth or termination of the pregnancy in accordance with the *Employment Standards Act*.

53.2-53.3 *Re-number and maintain current language*

53.452.4 Benefit Continuation

OC shall pay Health and Welfare Benefits as defined in Article 47 **(Health and Welfare Plan)** for a period consistent with the provisions of the *Employment Standards Act*. If employees fail to return to work on the pre-arranged date, monies paid by OC under this clause shall be recovered.

Vacation entitlement shall accrue for the period covered by the *Employment Standards Act*.

53.552.5 Additional Leave

- (a) Application may be made for an additional period of unpaid leave up to, but not exceeding six months, or to the expiry date of the non regular appointment, whichever is shorter. The extended leave is to be taken consecutively immediately before or following the maternity **pregnancy** and/or parental leave.
- (b) Employees who apply for and are granted leave under this clause may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.

53.653.7 Re-number and maintain current language

53.852.8 Supplemental Employment Benefit (SEB) Plan for Maternity **Pregnancy and Parental Leave**

When on maternity **pregnancy**, parental, or adoption leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first week and last week of leave, where no EI benefit is paid, an employee shall receive 75% of their salary calculated on their average base salary.
- (b) For up to 15 weeks of maternity **pregnancy** leave, an employee who is the birth mother **parent** shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of their salary calculated on their average base salary.
- (c) For up to a maximum of 35 weeks of parental leave, the birth mother **parent**, the spouse, the biological father **non-birth parent**, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Standard Parental Employment Insurance benefits and 75% of the employee's salary calculated on their average base salary.
- (d) Where the birth mother **parent**, the spouse, the biological father **non-birth parent**, the common-law partner or adoptive parent who is caring for the child elects the Extended Parental Employment Insurance benefits, for a maximum of 61 weeks the parent shall receive the same total SEB benefit received under Clause 53.852.8(a), (b) or an employee who opts for the 35 week Standard Parental EI benefit, spread out and paid over the 61 week period. Payroll shall make the calculation.
- (e) The average base salary for the purposes of this article is the employee's average base salary for the 26 weeks preceding the maternity **pregnancy** or parental leave. If the employee has been on unpaid leave for part of the preceding 26 weeks, then up to four weeks of that unpaid leave will be subtracted from the 26 weeks for the purpose of calculating the average base salary.

53.952.9 Eligibility for Supplementary Benefits

Maintain current language

53.1052.10 Failure to Return to Work

Maintain current language

ARTICLE 54~~53~~ - BEREAVEMENT

54.1(a) In the case of bereavement in the immediate family, leave with pay shall be granted to regular employees to a maximum of five working days **which are not required to be taken consecutively**. Any additional leave is without pay or as a charge to vacation leave.

54.2(b) (1) Immediate family is defined as an employee's father, mother **parent**, spouse, same-sex partner, brother, sister **sibling**, son, daughter **child**, common-law child, or ward, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law **spouse's parent, child or sibling** and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(2) For self-identifying Indigenous employees, leave as outlined in Clause 53.1, will also be granted for the passing of an Elder close to them and/or the Community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community.

54.3(c) One day's leave with pay will be allowed to attend the funeral **/service** of other friends or relations **not defined under Clause 53.1.** ~~and where employees have been asked to be a pallbearer~~ **participate in a service** they shall, at the discretion of their immediate supervisor, be allowed sufficient time off from their duties to meet those obligations.

54.4(d) *Maintain current language*

54.5(e) *Maintain current language*

ARTICLE 55~~54~~ - DECEASED EMPLOYEE**~~55.1~~ 54.1 Benefits Payable Upon Death**

In the event of the death of an employee, the employee's beneficiary(ies), as stated under the group insurance plan, ~~or the employee's estate~~ shall receive:

(a) payment of the full month's salary of the deceased irrespective of the day in the month that the employee died;

(b) payment in full of all of the employee's accrued vacation pay; **and**

~~(c) where an employee dies while in the service of OC, the following amounts shall be paid to the dependant or dependants of the employee:~~

~~(1)~~ **(c)** one month's salary for each completed and continuous year in the service of OC, to a maximum of six months.

In the event the employee's beneficiary is not identifiable, all payments will be remitted to the employee's estate.

~~55.2~~ 54.2 Payment

All the aforementioned payments will be paid without delay.

ARTICLE 58.57 - STAFF DEVELOPMENT**58.157.1**

(a) The provisions of this article are intended to assist employees in maintaining and improving knowledge, and skills, **and personal well-being** relative to the employees' responsibilities or to their career development at OC. It is recognized that both employees and OC benefit from staff development.

(b) The support development fund will not be utilized for the purpose of employees attending a course or program at the sole request of a supervisor, or for any course or training needed to meet the minimum requirements for the current position held by the employee.

(c) Notwithstanding (b) above, employees will consider any learning and development goals discussed and/or established with their supervisor prior to making application to the fund.

58.257.2 *Maintain current language***58.357.3**

Only employees on regular appointments who have worked ~~1820~~ **910** hours will be eligible to apply for staff development leave and/or financial assistance.

58.4-58.5 *Re-number and maintain current language***58.657.6**

There shall be a staff development fund established to fund staff development activities. The fund shall be drawn from the following sources each fiscal year:

(a) ~~\$45,000 each~~ **<Amount TBD> for** fiscal year **2023/2024** from OC. Commencing fiscal ~~2018/2019~~ **2024/2025**, the fund shall be increased by the value of any general wage increase **and COLA** negotiated for the bargaining unit.

(b) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.

~~Effective April 1st, 2020, the annual staff development funding shall be decreased by \$6,000.~~

ARTICLE 60.59 - SPECIAL LEAVE**60.159.1 Entitlement**

Employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for leave under circumstances listed below:

- (a) birth or adoption of the employee's child;
- (b) serious household or domestic emergency;
- (c) attendance at the employee's own citizenship hearing;
- (d) court appearance of the employee's child;
- (e) wedding of **the employee or** the employee's child;
- (f) moving of household furniture and effects (maximum of one day for each move);
- (g) employee's formal convocation ceremony.

Total leaves of absence for any or all of the above shall not exceed three days in any one calendar year. Employees shall give two weeks' notice of (c), (e), (f) and (g), and shall make reasonable efforts to inform supervisors of (a), (b) and (d), above.

60.259.2 *Maintain current language*

ARTICLE 6160 - LEAVE OF ABSENCE

61.1-61.2 *Re-number and maintain current language*

60.3 Leave Respecting Disappearance of a Child

An employee is entitled to leave of absence without pay for up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority during this leave. Eligibility for benefits provided for under Article 47 Health and Welfare Plans will be maintained.

60.4 Leave Respecting Death of Child

An employee is entitled to leave of absence without pay for up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority during this leave. Eligibility for benefits provided for under Article 47 Health and Welfare Plans will be maintained.

ARTICLE 64 - CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES

(a) A self-identified Indigenous employee may request up to two days' leave with pay per calendar year to organize and/or attend Indigenous 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.

(c) Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 53 (Bereavement), as applicable.

(d) Where a self-identifying Indigenous employee requires more than two days of leave for a ceremonial, cultural or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an employee may draw from their available vacation and overtime banks, as applicable.

ARTICLE 66 - 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~~

(a) up to five days of paid leave;

(b) up to five days of unpaid leave; and

~~(b)~~ **(c) up to 15 weeks of unpaid leave.**

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

For the purpose of (a) or (b) above, such leave may be taken intermittently or in one continuous period.

For the purposes of (c), such leave will be taken in one continuous period, or intermittently with the Employer's consent.

In the event that legislation changes regarding domestic violence leave that applies to the Employer and provides a greater amount of paid or unpaid leave than identified in (a) above, the legislation will supersede.

ARTICLE 68 - SUBSISTENCE ALLOWANCES

~~68.1~~

Employees who are authorized by the Dean or Director or designate to attend any meeting or to travel on OC business shall receive reimbursement for actual meal expenses up to a maximum of to ~~\$49.36~~ **\$56.88** (with receipts) or ~~\$28.05~~ **\$32.31** (without receipts) per full day for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

	With Receipts	Without Receipts
Breakfast	\$11.78 \$13.58	\$6.17 \$7.11
Lunch	\$13.74 \$15.82	\$7.57 \$8.71
Dinner	\$23.84 \$27.48	\$14.31 \$16.49

During the term of this agreement the subsistence rates in (a) will be increased to the following:

Effective July 1, 2020 **2024**

Per diem reimbursement for actual meals to a maximum of ~~\$50.35~~ **\$58.02** (with receipts) or ~~\$28.61~~ **\$32.95** (without receipts).

If less than a full day:

	With Receipts	Without Receipts
Breakfast	\$12.02 \$13.85	\$6.29 \$7.25
Lunch	\$14.01 \$16.14	\$7.72 \$8.88
Dinner	\$24.32 \$28.03	\$14.60 \$16.82

Effective July 1, 2021

Per diem reimbursement for actual meals to a maximum of ~~\$51.36~~ (with receipts) or ~~\$29.18~~ (without receipts)

If less than a full day:

_____ With Receipts _____ Without Receipts

Breakfast	\$12.26	\$6.42
Lunch	\$14.29	\$7.87
Dinner	\$24.81	\$14.89

68.2

(a) In addition to the meal allowances permitted pursuant to Clause 68.1 employees shall be entitled to claim a maximum of ~~\$35.54~~ **\$40.95** per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Effective July 1, 2020², the maximum claim for private dwelling accommodation shall be ~~\$36.25~~ **\$41.77**. ~~Effective July 1, 2021, the maximum claim for private dwelling accommodation shall be \$36.98.~~

(b) Upon prior approval from the Dean or Director or designate, employees shall be reimbursed for the actual additional child care or dependent spousal expenses incurred by the employee for their child(ren) or dependent spouse for each night outside the OC region.

(c) Employees shall be reimbursed for the actual cost of one telephone call home to a maximum of five minutes for each night away.

68.3

From the signing of this agreement, the preceding subsistence rates will be adjusted to reflect any higher rate(s) awarded in the OC Policy for administrative staff, or any of OC's other certified bargaining units.

ARTICLE 69 - TRAVEL ALLOWANCE**69.1**

A travel allowance of ~~\$0.51~~ **\$0.59** per kilometre may be claimed by employees authorized to use their own motor vehicle on OC business. It shall not be a condition of employment for employees to supply or use their own car. Effective July 1, 2020², this rate shall increase to ~~\$0.52~~ **\$0.60** per kilometre ~~and effective July 1, 2021, this rate shall increase to \$0.53 per kilometre.~~

69.2

From the signing of this agreement, the preceding travel rates will be adjusted to reflect any higher rate(s) awarded in the OC Policy for administrative staff, or any of OC's other certified bargaining units.

ARTICLE 73 - HEALTH AND SAFETY**73.1** *Maintain current language***73.2 Health and Safety Committees**

(a) OC and the Union agree to maintain health and safety committees composed of an equal number of representatives from each party. The Committees will meet as required by *Workers Compensation Act* and Occupational Health and Safety Regulations, to make recommendations on unsafe, hazardous

² The July 1, 2024 rates in this article are subject to change per LOU #3 - Cost of Living Adjustment of the 2022 BCGEU Template Table Memorandum of Settlement

or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Health and Safety Committees shall be forwarded to the Union and OC.

(b) The appropriate health and safety committees shall be notified of each accident or injury ~~and or~~ **near miss. Investigations will be conducted as per the WCA, Part 2, Division 10, as required. Investigation reports will be shared with the JOHSC. The JOSHC** shall determine that accident investigations have been carried out, ~~when appropriate~~ **as required.**

(c) *Maintain current language*

73.3 *Maintain current language*

73.4 **Emergency, Workplace Accident and Injury Pay Provisions**

(a) Employees shall report an Emergency, Workplace Accident or Injury promptly to their supervisor. The College will develop and maintain clear directives and procedures for all persons to follow in response to emergency situations, workplace accidents or personal injuries. The College is responsible for awareness surrounding emergencies, accidents and injuries.

(b) Investigation of Accidents

Accidents shall be investigated in accordance with the WCA, Part 2, Division 10. Reports shall be completed using the WorkSafeBC template and shared with the Occupational Health & Safety Committee.

In the event of a fatality, the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident. In the case of a fatality or serious injury, the Union may request a worker representative be included in the joint incident investigation, so long this will not a result in a delay in the process.

(c) Employees who are injured on the job during working hours and are required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave credits.

73.5-73.8 *Maintain current language*

73.9 **First Aid Attendants** *moved from Article 72*

(a) WorkSafeBC first aid requirements shall be fully complied with. Those employees who are required by OC to hold a valid first aid attendant's certificate, ~~and whose normal duties include first aid work,~~ shall be granted additional compensation as follows:

Occupational First Aid Certificate Level I	\$25 \$30 biweekly
Occupational First Aid Certificate Level II and Level III	\$45 \$50 biweekly

This stipend will be adjusted to reflect any higher rate awarded to any of OC's other certified bargaining units or Administrators' Association.

(b) OC shall grant leave with pay equivalent to the actual time spent to complete the course and exam in accordance with WCB regulations for designated regular employees to upgrade or renew the Occupational First Aid certification.

(c) OC agrees to reimburse designated regular employees and non-regular employees who have ~~accumulated the equivalent of two years full time service with OC~~ **completed their probationary period,** with a current appointment of three consecutive months or more for any tuition fees, textbook

charges, or examination fees associated with the upgrading or renewal of first aid certification upon receipt of proof of the employee's successful completion of such upgrading or renewal, and upon the submission of receipts.

(d) Upon the prior approval of the ~~Director, Human Resources~~ **Associate Vice-President, People Services** OC shall reimburse designated employees for the actual damages incurred to an employee's personal clothing or property while in the course of their first aid duties.

ARTICLE 76 - GRIEVANCE PROCEDURE

76.1 *Maintain current language*

76.2 **Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the appropriate **management representative** ~~Dean, or Director, Associate Dean, Associate Director or Manager~~. The aggrieved employee shall have the right to have a steward present in such a discussion. The ~~Dean or Director~~ **management representative** shall have the right to have a ~~designate from Human Resources~~ **People Services Business Partner** present in such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in Clause 76.3(a).

76.3 **Step 2**

(a)-(b) *Maintain current language*

(c) Within 14 working days of receiving the grievance at Step 2, the ~~Director, Human Resources Manager, Employee Relations~~ (or designate), **the appropriate management representative (Vice President, Associate Vice President, Dean or Director)** and the union area staff representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(d) The ~~Director, Human Resources~~ **Step 2 management representative, in consultation with the Manager, Employee Relations** (or designate) shall reply in writing to an employee's grievance within 20 working days of receiving the grievance at Step 2.

76.4-76.13 *Maintain current language*

ARTICLE 77 - ARBITRATION

77.1-77.8 *Maintain current language*

77.9 **Expedited Arbitration**

(a) The parties shall review outstanding grievances filed at arbitration to determine by mutual agreement those grievances, or groups of grievances, suitable for this process.

(b) All grievances may be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;**
- (2) rejection on probation;**

- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions;
- (9) duty to accommodate issues.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) The parties will limit their use of authorities.

(f) The parties will not use outside counsel (this includes BCGEU internal counsel).

(g) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(i) A grievance may be removed from the expedited arbitration process by either party at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 76.4 (Arbitration).

(j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 79 - AGREEMENT COPIES

The Union and ~~OC~~ **the College** desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, ~~OC~~ **the College** shall print 25 coil bound copies of the agreement for the Union and shall post a copy of the agreement on its website **within 30 days of the final document being produced**.

ARTICLE 81 - TERM OF AGREEMENT

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after July 1, 2019 **2022** and up to and including June 30, 2022 **2025** and thereafter from year to year unless either party to this agreement gives notice to commence collective bargaining in accordance with the relevant labour legislation of British Columbia.

APPENDIX A

Positions Referred to in Article 5

Classroom Assistant
Clerk I

Clerk II
 Clerk III
 Clerk IV
 Clerk V

 Facilities Services Assistant I
 Facilities Services Worker I
 Facilities Services Worker II
 Facilities Services Worker III

 Food Services Worker

 General Office Clerk

 Library Clerk I
 Library Clerk II
 Library Clerk III
 Library Technician I
 Library Technician II
 Library Technician III

 Secretary I
 Secretary II
~~Study Tour Assistant~~
 Support Services Assistant I
 Support Services Assistant II
 Support Services Coordinator I
 Support Services Coordinator II
 Support Services Coordinator III

 Technician I
 Technician II
 Technician III
 Technician IV
 Technician V
 T.Q./Journeyman

~~Utility Worker~~

APPENDIX B
Support Staff Classifications

SALARY BAND	CLASSIFICATION	RANGE
1	Utility Worker Food Services Worker General Office Clerk Study Tour Assistant	1 - 5
2	Clerk I Library Clerk I	2 - 6
3	Clerk II Facilities Services Worker I Library Clerk II	3 - 7

SALARY BAND	CLASSIFICATION	RANGE
4	Classroom Assistant Clerk III Facilities Services Worker II Library Clerk III	4 - 8
5	Clerk IV Facilities Services Worker III Library Technician I Secretary I Technician I	5 - 9
6	Clerk V Facilities Services Assistant I Library Technician II Secretary II Technician II	6 - 10
7	Library Technician III Support Services Assistant I Technician III	8 - 12
8	Support Services Assistant II Technician IV	10 - 14
9	Support Services Coordinator I Technician V T.Q./Journeyman	13 - 17
10	Support Services Coordinator II	14 - 18
11	Support Services Coordinator III	15 - 19
	Students Co-operative Education Students Research Projects Assistants Teaching Assistants & Laboratory Demonstrators Apprenticeships On Call Power Engineers	See Letter of Understanding #1 See Letter of Understanding #2 See Letter of Understanding #3 See Letter of Understanding #7 See Letter of Understanding #6 See Letter of Understanding #10 9

APPENDIX C Salary Scales

Effective July 1, 2019 2% increase				Effective July 1, 2020 2% increase		
Step	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
1	\$19.12	\$1,338.19	\$34,793	\$19.50	\$1,364.96	\$35,489
2	\$19.76	\$1,383.27	\$35,065	\$20.16	\$1,410.92	\$36,684
3	\$20.42	\$1,429.46	\$37,166	\$20.83	\$1,458.04	\$37,909
4	\$21.12	\$1,478.12	\$38,434	\$21.54	\$1,507.69	\$39,200
5	\$21.82	\$1,527.65	\$39,719	\$22.26	\$1,558.19	\$40,513
6	\$22.56	\$1,578.92	\$41,052	\$23.01	\$1,610.50	\$41,873
7	\$23.33	\$1,632.92	\$42,456	\$23.79	\$1,665.58	\$43,305
8	\$24.11	\$1,687.62	\$43,878	\$24.59	\$1,721.38	\$44,756
9	\$24.93	\$1,745.04	\$45,371	\$25.43	\$1,779.92	\$46,278
10	\$25.77	\$1,804.19	\$46,909	\$26.29	\$1,840.27	\$47,847
11	\$26.64	\$1,865.04	\$48,491	\$27.18	\$1,902.35	\$49,461
12	\$27.55	\$1,928.42	\$50,139	\$28.10	\$1,967.00	\$51,142
13	\$28.49	\$1,994.54	\$51,858	\$29.06	\$2,034.42	\$52,895
14	\$29.46	\$2,062.35	\$53,621	\$30.05	\$2,103.58	\$54,693
15	\$30.47	\$2,132.81	\$55,453	\$31.08	\$2,175.46	\$56,562
16	\$31.50	\$2,204.96	\$57,329	\$32.13	\$2,249.08	\$58,476

Effective July 1, 2019 2% increase				Effective July 1, 2020 2% increase		
Step	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
17	\$32.58	\$2,280.65	\$59,297	\$33.23	\$2,326.27	\$60,483
18	\$33.69	\$2,357.96	\$61,307	\$34.36	\$2,405.12	\$62,533
19	\$34.84	\$2,438.81	\$63,409	\$35.54	\$2,487.58	\$64,677

Effective July 1, 2021 2% increase			
Step	Hourly	Biweekly	Annual
1	\$19.89	\$1,392.27	\$36,199
2	\$20.56	\$1,439.15	\$37,418
3	\$21.25	\$1,487.19	\$38,667
4	\$21.97	\$1,537.85	\$39,984
5	\$22.70	\$1,589.35	\$41,323
6	\$23.47	\$1,642.69	\$42,710
7	\$24.27	\$1,698.88	\$44,171
8	\$25.08	\$1,755.81	\$45,651
9	\$25.94	\$1,815.54	\$47,204
10	\$26.82	\$1,877.08	\$48,804
11	\$27.72	\$1,940.38	\$50,450
12	\$28.66	\$2,006.35	\$52,165
13	\$29.64	\$2,075.12	\$53,953
14	\$30.65	\$2,145.65	\$55,787
15	\$31.70	\$2,218.96	\$57,693
16	\$32.77	\$2,294.08	\$59,646
17	\$33.90	\$2,372.81	\$61,693
18	\$35.05	\$2,453.23	\$63,784
19	\$36.25	\$2,537.35	\$65,971

Step	Effective July 1, 2022 \$0.25/hr + 3.24% GWI			Effective July 1, 2023 5.5% GWI + 1.25% COLA			Effective July 1, 2024 2% GWI*		
	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
1	\$20.79	\$1,455.31	\$37,838	\$22.19	\$1,553.31	\$40,386	\$22.63	\$1,584.12	\$41,187
2	\$21.48	\$1,503.62	\$39,094	\$22.93	\$1,605.12	\$41,733	\$23.39	\$1,637.31	\$42,570
3	\$22.20	\$1,554.00	\$40,404	\$23.70	\$1,659.00	\$43,134	\$24.17	\$1,691.88	\$43,989
4	\$22.94	\$1,605.81	\$41,751	\$24.49	\$1,714.31	\$44,572	\$24.98	\$1,748.62	\$45,464
5	\$23.69	\$1,658.31	\$43,116	\$25.29	\$1,770.31	\$46,028	\$25.80	\$1,806.00	\$46,956
6	\$24.49	\$1,714.31	\$44,572	\$26.14	\$1,829.81	\$47,575	\$26.66	\$1,866.19	\$48,521
7	\$25.31	\$1,771.69	\$46,064	\$27.02	\$1,891.38	\$49,176	\$27.56	\$1,929.19	\$50,159
8	\$26.15	\$1,830.50	\$47,593	\$27.92	\$1,954.38	\$50,814	\$28.48	\$1,993.62	\$51,834
9	\$27.04	\$1,892.81	\$49,213	\$28.87	\$2,020.88	\$52,543	\$29.45	\$2,061.50	\$53,599
10	\$27.95	\$1,956.50	\$50,869	\$29.84	\$2,088.81	\$54,309	\$30.44	\$2,130.81	\$55,401
11	\$28.88	\$2,021.62	\$52,562	\$30.83	\$2,158.12	\$56,111	\$31.45	\$2,201.50	\$57,239
12	\$29.85	\$2,089.50	\$54,327	\$31.86	\$2,230.19	\$57,985	\$32.50	\$2,275.00	\$59,150
13	\$30.86	\$2,160.19	\$56,165	\$32.94	\$2,305.81	\$59,951	\$33.60	\$2,352.00	\$61,152
14	\$31.90	\$2,233.00	\$58,058	\$34.05	\$2,383.50	\$61,971	\$34.73	\$2,431.12	\$63,209
15	\$32.99	\$2,309.31	\$60,042	\$35.22	\$2,465.38	\$64,100	\$35.92	\$2,514.38	\$65,374
16	\$34.09	\$2,386.31	\$62,044	\$36.39	\$2,547.31	\$66,230	\$37.12	\$2,598.38	\$67,558

Step	Effective July 1, 2022 \$0.25/hr + 3.24% GWI			Effective July 1, 2023 5.5% GWI + 1.25% COLA			Effective July 1, 2024 2% GWI*		
	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
17	\$35.26	\$2,468.19	\$64,173	\$37.64	\$2,634.81	\$68,505	\$38.39	\$2,687.31	\$69,870
18	\$36.44	\$2,550.81	\$66,321	\$38.90	\$2,723.00	\$70,798	\$39.68	\$2,777.62	\$72,218
19	\$37.68	\$2,637.62	\$68,578	\$40.22	\$2,815.38	\$73,200	\$41.02	\$2,871.38	\$74,656

* These wage rates shall be adjusted pursuant to LOU#3 - Cost of Living Adjustment of the 2022 BCGEU Template Table Memorandum of Settlement

APPENDIX D Severance ~~Grandparenting~~ Protection

The following employees received a regular appointment prior to June 30, 1990 and are eligible for ~~grandparenting~~ of severance on resignation:

L. Rozniak
J. Ulrich

APPENDIX E Early Retirement Incentive

Renew

APPENDIX F ~~Bargaining Committee~~

Representing OC:

Linda Heska	Spokesperson
Jordan Perrey	Committee Member
James Coble	Committee Member
Jane Lister	Committee Member
Caroline Barnhart	Committee Member
Diane Adair	Executive Assistant

Representing the BCGEU Support Staff:

Marcel Beerkens	BCGEU Support Staff Chairperson
Val Tuhkala	Committee Member
Yvonne Caldwell	Committee Member
Karolynn Green	Committee Member
Ronda Vilene	Committee Member
Ann Forrest	Staff Representative, Spokesperson

LETTER OF UNDERSTANDING #1 Student Employees

1. This letter of understanding covers students employed under special programs (e.g. Work Study, Challenge) and students (student aides) who are employed to perform work not normally covered by an existing classification of this bargaining group. A job description will be provided to the Union by OC for all student position groups to ensure that the work performed falls under this Letter of Understanding.
2. Students hired to carry out the principal duties of a job covered by an existing classification shall be classified accordingly and will be covered by the terms and conditions of the collective agreement except as provided for in the letter of understanding for Co-operative Education students.
3. Students hired under this letter of understanding will be considered non regular employees and receive the appropriate benefits in accordance with the collective agreement but will be excluded from the following articles:

Article 21 - Posting of Positions
 Article 22 - Selection of Employees
 Article 26 - Seniority
 Article 30 - Shift Differential
 Article 32 - Hours of Work - except as specified below
 Article 36 - Workforce Reduction
 Article 47 - Health and Welfare Plans

Salary Scale:

Effective Date	Wage Rate
July 1, 2019	\$13.85
Date of ratification	\$14.13
June 1, 2020	\$14.60
July 1, 2020 July 1, 2022	\$14.89 <i>update</i>
June 1, 2021 July 1, 2023	\$15.20 <i>update</i>
July 1, 2021 June 1, 2024	\$15.50 <i>update</i>

4. Hours of work for students employed under special programs will be in accordance with the program guidelines but in any event will not exceed 70 hours biweekly. Hours for student aides will not exceed 70 hours biweekly.
5. Overtime will be paid in accordance with the collective agreement for all hours worked in excess of 70 hours biweekly and for time worked in excess of five days per week.
6. Students hired pursuant to this letter of understanding shall be considered terminated upon completion of the program or the specific appointment period, **which may continue for up to six months following the completion of the program** and shall not retain seniority.
7. This letter of understanding shall form a part of the collective agreement between the BCGEU and Okanagan College. Matters not addressed specifically or clearly in this letter of understanding shall not be considered residual rights of the Employer and are subject to negotiations between the parties.

LETTER OF UNDERSTANDING #2 Co-Operative Education Students

Renew

LETTER OF UNDERSTANDING #3
Research ~~Projects~~ Assistants

1.-2. *Maintain current language*

3. ~~Employees appointed for more than eight months will be eligible for Health and Welfare Benefits in accordance with the collective agreement.~~ If the appointment is less than eight months, employees will receive \$0.55 **\$0.61** per hour in lieu of Health and Welfare Benefits. **Effective July 1, 2024³, this amount shall increase to \$0.62 per hour.**

4.-9. *Maintain current language*

LETTER OF UNDERSTANDING #4
Human Resources Database

Renew

LETTER OF UNDERSTANDING #5
Transfers/Mergers of Programs/Services between Institutions

Renew

LETTER OF UNDERSTANDING #6
Apprenticeships

Renew

LETTER OF UNDERSTANDING #7
Teaching Assistants and Laboratory Demonstrators

Renew

LETTER OF UNDERSTANDING #8
~~Labour Market Adjustment~~ Recruitment and Retention

Insofar as it is recognized by both parties to this agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

i) ~~Information Technology~~ **IT Services - Database Administrator and Senior Programmer Analyst**

An annual labour market stipend **of \$10,000** as per the October 8, 1998 agreement between the parties will continue to be paid to **the four** employees of the Information Technology Services Department who are employed in the positions of Data Base Administrator and Senior Programmer/Analyst. New employees who are hired by the Information Technology Services Department into these classifications

³ The July 1, 2024 rates in this article are subject to change per LOU #3 - Cost of Living Adjustment of the 2022 BCGEU Template Table Memorandum of Settlement

will be placed on the appropriate step in the salary scale and will progress up the salary scale in accordance with the collective agreement to the maximum range of the position.

The stipend will be paid in addition to the normal rate for the position.

~~Within three months of the expiry of the collective agreement, the parties shall review the arrangement to determine if the market value stipend is still required. In the event a stipend is no longer required, incumbents to these positions will continue to receive the stipend and be "grandfathered".~~

ii) *Campus Planning and & Facilities **Management** Department*

~~The salary placement for employees of the Campus Planning and Facilities Department who are classified as TQ/Journeyman and who by their job description are required to hold Trades Qualifications (TQ) or an Interprovincial Trades Ticket (IP), will be Step 17 of Salary Band 9.~~

The salary placement for those employees of the Campus Planning and & Facilities **Management** Department who are classified as Support Services Coordinator II and who by their job description are required to hold Trades Qualifications (TQ) or an Interprovincial Trades Ticket (IP), will be Step 18 of Salary Band 10.

New employees who are hired by the Campus Planning and Facilities Department with the required trades qualifications for the above-noted classifications will be hired at Step 17 or Step 18 of the applicable Salary Band as indicated.

iii) ***Recruitment and Retention Fund***

Effective date of ratification, a new Recruitment and Retention Fund will be established with \$60,000 annually to support the stipends of positions that are hard to retain and recruit positions.

Eligible positions and stipend amounts will be identified and approved by the Joint Union Management Committee referencing comparable local and provincial compensation data. Once the fund is committed, no other positions can be considered.

In the event that any of the positions with stipends becomes vacant, the parties shall review the arrangement to determine if market value is still required.

In the event that a common wage grid is agreed, the necessity of such stipends will be reviewed and the parties will determine if any stipends are required and if they are no longer deemed necessary the stipends will cease.

**LETTER OF UNDERSTANDING #9
On Call Power Engineers**

To meet the requirement to have a Power Engineer **(employees of the Facilities Management & Campus Planning Department who are classified as Support Services Coordinator II or Support Services Coordinator III and who by their job description are required to hold Trades Qualifications (TQ) or an Interprovincial Trades Ticket (IP))** available by telephone as directed by Technical Safety BC (the "Authority"), the parties agree to the following:

1. "On call" in this Letter of Understanding ("LOU") means the time period specified by the College during which an off-duty Power Engineer is required to carry a cell phone for the purpose of responding to boiler/chiller plant related emergency calls.

2. On call duty under this LOU is only required during the periods of the year when operation of the central heating system is necessary.

3. A Power Engineer who is on call shall be paid an on call differential of ~~two dollars~~ **\$3** per hour. Effective January 1, 2021 the on call differential will increase to three dollars per hour.

4.-9. *Maintain current language*

LETTER OF UNDERSTANDING #10

Employees Working in ~~Positions Funded through Service Canada and Province of British Columbia~~ ~~Employment and Training Programs~~ **Externally Funded Positions**

Whereas:

There are a number of employees who may hold positions which are externally funded through time specific contracts **such as those** between the College and government bodies such as Service Canada and provincial government departments;

The parties have a mutual interest in ensuring that these externally funded positions continue in the future;

The parties recognize that these externally funded contracts do not fund severance or other costs associated with the layoff of employees whose work is funded through such contracts;

Therefore, to ensure continuation of the College's ability to successfully manage such contract funded positions, the parties agree to the following:

(i) **Non-regular** ~~Employees~~ employees working in externally funded contract positions are entitled to all provisions and benefits under the collective agreement ~~except as noted herein.~~ **with the exception of the following entitlements:**

- **Bumping rights of laid off employees**
- **Severance of laid off employees**

(ii) **Regular** ~~Employees~~ employees may be hired into regular **these** appointments. However, their employment is related solely to operational needs and is based on the length of the specific contract for which they are hired and whether such contract is renewed. **Upon completion of the term appointment a regular employee will return to their permanent position.**

(iii) ~~Employees who are hired to work in regular positions are not entitled to:~~

- ~~Bumping rights of laid off employees~~
- ~~Severance of laid off employees.~~

A regular employee who is successful in applying to a term position under this LOU can only accept the position if a suitable replacement can be found in accordance with Article 16.2(c) of this agreement.

iv. A non-regular employee hired to cover the regular employee's permanent position will be hired as a non-regular employee for the duration of the replacement period. The replacement employee will not have access to bumping rights or severance irrespective of the duration of the non-regular term.

LETTER OF UNDERSTANDING #11**Increment Progression and Long Service Increments in the Event of Reclassification**

Effective September 1, 2013:

1. ~~Increment progression occurs at 12 months' full-time service. Twelve months' full-time service for all support staff employees including part-time regular and non-regular will be standardized to occur at 1820 hours paid, exclusive of overtime.~~
2. ~~Upon reclassification, calculation of full-time service for increment progression shall commence at the effective date of reclassification on to the new salary band (i.e. All employees shall re-start hours accumulation when their position is reclassified into a higher salary band). However, this does not apply where employees post into another position (i.e. hours accumulation is not re-set).~~
3. ~~Employees shall receive an annual increment in the pay period during which they conclude 1820 hours until they reach the maximum salary step in their respective salary band or additional steps above the salary band where paragraphs 5 and 6 apply.~~
4. ~~Calculation of full-time service for long service award increment progression shall be continuous from the commencement of employment regardless of which classification the hours were accumulated in (e.g. employees shall be entitled to the first long service increment at the conclusion of 18,200 hours paid, to the second at 27,300 hours paid etc.).~~
5. ~~Employees who are entitled to a long service increment shall be entitled to progress at the conclusion of a subsequent 1820 hours on the salary scale above the maximum salary step to the step commensurate with their long service entitlement. (i.e. Employees who have completed 10 continuous years of full-time service or its equivalent (18,200) shall be entitled to progress to steps above the maximum salary step after each 1820 hours from the previous increment, until they reach the number of steps above the salary scale that they had prior to their reclassification or posting into a job with a higher classification, plus any steps subsequently received for additional long service increments).~~
6. ~~In addition to the entitlement in paragraph 5, all employees shall be entitled to two further long service increments from the date this agreement was implemented after which time, no further additional long service increments shall be awarded.~~

LETTER OF UNDERSTANDING #12¹¹**MSP**

Renew

LETTER OF UNDERSTANDING #13¹²**Service Improvement Fund**

1. There shall be a fund established to support specific types of employee training and professional development activities that would enhance the delivery of services to students. Examples of appropriate activities include, but are not limited to: Indigenous cultural competencies, mental health and crisis management, working with persons with disabilities, communications, conflict resolution, etc.
2. ~~The amount allocated by OC to the fund each year will be in accordance with the following schedule:~~

Year 1: On the date of ratification	Year 2: On July 1, 2020	Year 3: On July 1, 2021
\$40,000	\$82,000	\$124,000

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year 3, funds not allocated within the fiscal year will be carried over for one year only.

The July 1, 2021 (Year 3) amount (see above) of \$124,000 represents ongoing funding for this initiative. **Effective on July 1, 2023, this amount will be reduced to \$64,000 with \$60,000 reallocated to the Recruitment & Retention Fund (LOU#8).**

Funds not allocated within the year will be carried over for one year only.

3. An employee or a group of employees may apply to the Fund to cover the cost of activities that would enhance the delivery of services to students.

Subject to the provisions of this LOU, the Service Improvement Fund Committee may establish, publish, and work within their own guidelines.

The Committee shall comprise two BCGEU support staff members and two Okanagan College administrators.

The Service Improvement Fund Committee shall review and approve applications. The parties agree that there will be no expenditure of funds if the committee members fail to reach consensus. Information regarding the use of the funds shall be made available on a yearly basis to the bargaining unit Chair.

LETTER OF UNDERSTANDING #13

Additional Chairperson Release

For the period from date of ratification to June 30, 2025, the employer-paid release time for the Chairperson as set out in Article 61.2(e) shall be increased by an additional 25% employer-paid time release from a full workload per year. This LOU shall expire June 30, 2025.

2022 – BCGEU TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2022 BCGEU Multi-Employer Table

("the Employers")

and

BC GENERAL EMPLOYEES' UNION ("BCGEU")

representing those of its local bargaining units participating (and whose employers are participating) in
the 2022 BCGEU Multi-Employer Table

("the Union")

The parties listed in Schedule "1" have agreed that the following items will form a Memorandum of Settlement to establish a Common Agreement between the parties. 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.

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

1. Term of the Collective Agreements

The term of the new collective agreements shall be for 36 months, effective from July 01, 2022 to June 30, 2025.

The continuation language of each local collective agreement's Term of Agreement provision, if any, shall remain as it is in the agreement currently in force.

2. Wage Increase

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective July 01, 2022, all wage scales in the collective agreements which were in effect on June 30, 2022 shall be increased by 25 cents per hour. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective July 01, 2023, all wage scales in the collective agreements which were in effect on June 30, 2023 shall be increased by 5.5%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2024, all wage scales in the collective agreements which were in effect on June 30, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above wage increases shall be adjusted pursuant to Letter of Understanding #3 Re: Cost of Living Adjustment.

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the applicable local agreement and any employees who retired on or after July 1, 2022.

3. Flexibility Allocation

Pursuant to item #11 in the protocol agreement dated June 30, 2022 between the participating employers and the participating locals bargaining units, as defined in item #2 of the protocol agreement, the parties agree to refer the topic of Flexibility Allocation to the local bargaining parties as follows:

Flexibility Allocation

The Parties agree that 0.25% of total compensation base in Year 1 of the collective agreement and another 0.25% of total compensation base in year 2 of the collective agreement will be available to the local parties to address items of mutual interest and benefit. It is further understood that these amounts may be repurposed to assist in funding the implementation of a common wage grid.

4. Terms of Common Agreement

Terms which form a common agreement tentatively agreed by the parties during these negotiations are included as Schedule 2 of this memorandum of settlement. The effective date of these terms will be the date of ratification unless otherwise specified.

5. Ratification

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 2022-25 collective agreement.

6. Referral to Local Bargaining

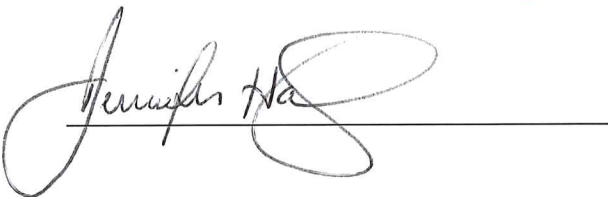
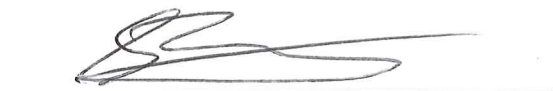
Pursuant to Item 10 of the Protocol Agreement, the MET Lead Negotiators agree to refer item 9 e) – Sick Leave to local bargaining.

Signed by the parties at Vancouver, British Columbia, on the 23rd of SEPT, 2022.

FOR THE PARTICIPATING EMPLOYERS:



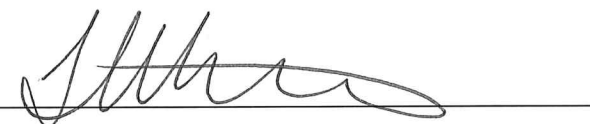
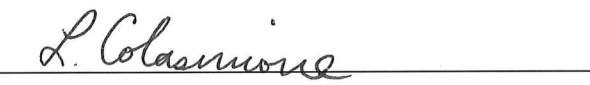
Michael Madill, PSEA





FOR THE PARTICIPATING UNIONS:



Lindsay Buss, BCGEU





SCHEDULE 1

- British Columbia Institute of Technology / BCGEU Local 703, BCIT
- Coast Mountain College / BCGEU Local 712, Coast Mountain College
- Douglas College / BCGEU Local 703, Douglas College
- Justice Institute of British Columbia / BCGEU Local 703, JIBC
- Kwantlen Polytechnic University / BCGEU Local 704, KPU
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Okanagan College / BCGEU Local 707, Okanagan College

SCHEDULE 2

DEFINITIONS

1. "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. "Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. "Employee" means a person employed within a bargaining unit represented by the BCGEU that has ratified a Collective Agreement that includes this Common Agreement.
4. "Employer" means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. "Institution" means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. "Local parties" means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
7. "Local provision" means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
8. "Local bargaining unit" means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
9. "Parties" or "Common Parties" means the following employers and local unions that have ratified a Collective Agreement that includes this Common Agreement:
 - BC Institute of Technology/BCGEU Local 703, BC Institute of Technology
 - Coast Mountain College/ BCGEU Local 712, Coast Mountain College
 - Douglas College/ BCGEU Local 703, Douglas College
 - Justice Institute of BC/ BCGEU Local 703, Justice Institute of BC
 - Northern Lights College / BCGEU Local 710, Northern Lights College
 - Okanagan College / BCGEU Local 707, Okanagan College
 - Kwantlen Polytechnic University/BCGEU Local 704, Kwantlen Polytechnic University
10. "Post-Secondary Employers' Association" or "PSEA" means the employers' association that is established for post-secondary institutions under the *Public Sector Employers' Act* and that is the employer bargaining agent for all institutions.
11. "Ratification" means the acceptance by the BCGEU and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement.
12. "Union" means the B.C. General Employees Union (BCGEU).

ARTICLE 1 - PREAMBLE

1.1 Purpose of Common Agreement

(a) The purpose of the Common Agreement is to establish and maintain orderly collective bargaining procedures and to set forth the terms and conditions of employment.

(b) The Parties share a desire to improve the quality of educational service provided by the Institution and are determined to establish a harmonious and effective working relationship at all levels of the Institution in which members of the bargaining unit are employed. The Parties therefore agree to the following terms and conditions of employment.

1.2 Future Legislation

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

1.3 Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of the Common Agreement. In the event of a conflict between the contents of the Common Agreement and any policies made by the employer, the terms of the Common Agreement will prevail. The Collective Agreement shall be subject to the provisions of the Common Agreement and Local provisions shall not contradict, nullify, or alter any term contained in the Common Agreement.

1.4 Singular and Plural

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Gender Neutral

The Common Agreement includes non-binary, gender-fluid, and gender-queer individuals. Wherever this agreement uses gendered language, the same shall be construed to include all individuals, regardless of gender.

ARTICLE 2 - JOINT BENEFITS COMMITTEE

1. Committee Established

The Parties agree to establish a Joint Benefits Committee. The committee shall be equally represented and shall consist of:

- not more than four representatives of the Employers; and
- not more than four representatives of the BCGEU bargaining units.

(Representatives may include employees of PSEA and/or BCGEU)

Leaves of absence for union committee members, who are employees of any of the 2022 BCGEU MET participating employers, shall be granted without loss of pay or benefits.

2. Committee Mandate

The Joint Benefits Committee has a mandate to undertake tasks related to health and welfare benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training on best practices including for local JEIP committees.

3. Replace Duplicate Language

It is the intention of the Parties to replace duplicate language in Local provisions. As such, the parties agree to remove the following Local provisions:

- a) British Columbia Institute of Technology and BCGEU Support Staff Article 30.11; and
- b) Coast Mountain College and BCGEU Support Staff Appendix 1, Section 2.16 Part 4 Joint Committee.

4. Adding Additional Members

The parties agree that institutions and unions, may join the Joint Benefits Committee, with the consent of PSEA and the BCGEU.

5. Meetings

The committee will meet up to four times per year, unless otherwise agreed by the parties. It is understood that meetings will be in virtual format.

LETTER OF UNDERSTANDING 2022 # 1

2022 SUPPORT STAFF BCGEU Multi-Employer Template ("MET") Agreement

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

THE BRITISH COLUMBIA GENERAL EMPLOYEES' UNION ("BCGEU")

Representing those local bargaining units participating in the 2022 MET

RE: JOINT GENDER-NEUTRAL JOB EVALUATION STEERING COMMITTEE

1. The following are the participating employers and local bargaining units (BCGEU) in this Letter of Understanding.
 - British Columbia Institute of Technology – BCGEU Support Staff
 - Coast Mountain College – BCGEU Support Staff
 - Douglas College – BCGEU Support Staff
 - Justice Institute of British Columbia – BCGEU Support Staff
 - Kwantlen Polytechnic University – BCGEU Support Staff
 - Northern Lights College – BCGEU Support Staff
 - Okanagan College – BCGEU Support Staff
2. The Parties agree to establish a Joint Job Evaluation Steering Committee ("Committee") whose purpose is to develop a Standardized Joint Gender-Neutral Job Evaluation Plan ("Plan") and a common wage grid that could be applied in all MET institutions.
3. The Committee shall be equally represented and shall consist of:
 - four Employer Representatives; and
 - four Union Representatives.

(Representatives may include employees of PSEA and/or BCGEU)

Additional staff from the employers may be provided to support the Committee. Minutes of Committee meetings, and any other information agreed to be collected by the Committee, will be shared and agreed-to by both Parties.

4. The tasks of the Committee will include the following:
- a) Create a description of the role and responsibility of the Committee and its decision-making process.
 - b) Establish mutually agreed upon terms of reference.
 - c) Establish a timeline including key milestones to ensure that the project meets the target date.
 - d) Review the work done by the BCGEU and Douglas College on the Maintenance of their Job Evaluation System 2021-2022 to determine if that work could be used as the foundation for a Standard Gender-Neutral Job Evaluation Plan to be used in other participating institutions. It is understood the Douglas College/BCGEU Job Evaluation Plan may be either adopted as is, or used as a base to be enhanced in order to build a plan that could apply to all support staff jobs in the sector. This recognizes the work done by Douglas College and BCGEU union members. Tasks include but are not limited to:
 - i. Update the Douglas College Job Evaluation Plan to consider additional sectoral requirements including additional benchmark jobs; or develop for recommendation an entirely new Standardized Joint Gender-Neutral Job Evaluation Plan.
 - ii. Review and revise, if necessary, any point factor weightings.
 - iii. Determine the number of wage scale pay grids and band widths per grid, including the development of a new common wage grid.
 - iv. Development of a process for testing and modelling the Standardized Joint Gender Neutral Job Evaluation Plan.
 - v. Development of an appeal process to resolve any classification disputes once the plan is implemented.
 - e) In the event the committee determines that the Douglas College Job Evaluation plan is not appropriate for use as a base plan to build upon to create a plan that could apply to all support staff jobs in the sector, the committee will review of a variety of Gender-Neutral Job Evaluation plans including a benchmarking classification plan.
 - f) Develop new job evaluation language which will replace the following existing and applicable Local provisions and any other relevant Local provisions, and parts thereof, for those Parties who adopt the new Job Evaluation Plan in the future:
 - i. BCIT – BCGEU Support Articles 27 Job Descriptions and Job Reclassification
 - ii. Coast Mountain College and BCGEU Support – Article 30.1 – 30.4 Classification and Reclassification and Article 31,4(5)
 - iii. Douglas College and BCGEU Support – Article 29 Job Classification and Reclassification
 - iv. JIBC and BCGEU Support - Article 28 Job Evaluation and request for Job evaluation Review

- v. Kwantlen Polytechnic University and BCGEU Support – Article 32 Classification and Reclassification
- vi. Northern Lights College and BCGEU Support - Article 23 Job Evaluation
- vii. Okanagan College and BCGEU Support – Articles 18, 19, and 20

Local agreement language concerning issues not related to the job evaluation process will be continued in other clauses/articles.

- g) Meet at least six times per year. Additional meetings may be scheduled with the agreement of the majority of the Committee members.
 - h) Identify and engage in-house expertise from the Union and the PSEA (as applicable). It is understood the Employers may use consultant(s).
5. The Committee will report out to the Parties, the participating employers and local unions at key milestones during the development of the plan.
 6. The target for completion of the development of a Standardized Joint Gender-Neutral Job Evaluation Plan to the point of testing and modelling is December 31, 2024.
 7. Any concerns that arise during the development of the plan will be referred by the Committee to the Parties for resolution.
 8. Leaves of absence for union committee members who are employees of any of the 2022 MET participating employers shall be granted without loss of wages or benefits.
 9. Following completion of the Committee's work on developing and modelling a Standardized Joint Gender-Neutral Job Evaluation Plan above, the Parties will meet to discuss the potential implementation of the plan and a common wage grid at the MET institutions and local bargaining units.
 10. It is understood that this LOU does not provide for any funds that may be required to implement the Standardized Joint Gender-Neutral Job Evaluation Plan and/or common wage grid developed through this Committee. Any implementation, including salary surveys for the benchmark jobs, of the Plan will be the subject of current and future collective bargaining.
 11. *Wage Protection* – employees that have their wage reduced as a result of reclassification shall be wage protected as per the existing local language at each institution or as established by the new plan.

LETTER OF UNDERSTANDING #2

Between:

**The 2022 MET Participating Employers
("the Participating Employers")**

And:

**The 2022 MET Participating BCGEU Bargaining Units
("the Participating Union Bargaining Units")**

Collectively, the "Parties"

Re: Common Agreement Joint Committee

1. The parties agree to establish a Joint Committee to discuss the Common Agreement among participating Employers and BCGEU Support Staff bargaining units.
2. The purpose of the Common Agreement Joint Committee will be to investigate and discuss language in the sector with a view to expanding the Common Agreement to include more subjects and removing similar language from the Local provisions of the Collective Agreements to avoid confusion.
3. The committee shall be equally represented and shall consist of:
 - not more than four representatives of the Employers; and
 - not more than four representatives of the BCGEU bargaining units.

(Representatives may include employees of PSEA and/or BCGEU)
4. The Employers will be responsible for the costs of the participating Employers and PSEA, and the leaves of absence for union committee members who are employees of any of the 2022 MET participating employers shall be granted without loss of wages or benefits.
5. The unions will be responsible for any travel, meal and accommodation costs of the Local bargaining unit representatives and the representatives of the BCGEU.
6. It is understood that meetings will be held in virtual format unless the parties agree otherwise.
7. The Committee will begin its work after April 1, 2023.
8. The results of the investigation of the Common Agreement Joint Committee shall be forwarded to the respective Parties and their principals for review and discussion purposes only.

Letter of Understanding #3

Re: Cost of Living Adjustment

Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after July 1, 2023 and July 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

July 2023

If the 2023 AABC CPI exceeds the July 2023 GWI of 5.5%, then, on the first pay period after July 1, 2023 the July 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the July 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

July 2024

If the 2024 AABC CPI exceeds the July 2024 GWI of 2.0%, then, on the first pay period after July 1, 2024 the July 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the July 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

Letter of Understanding #4

Re: Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 2022-2025 BCGEU Support Staff Common Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of the 2022 – 2025 Common Agreement.