



**LIST OF THE COMMON PARTIES**

Employers' Bargaining Committee on behalf of:

Camosun College, Coast Mountain College, College of New Caledonia, College of the Rockies, North Island College, Okanagan College, and Selkirk College.

Federation of Post-Secondary Educators on behalf of:

Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), Camosun College Faculty Association (FPSE Local 12), College of the Rockies Faculty Association (FPSE Local 6), North Island College Faculty Association (FPSE Local 16), Okanagan College Faculty Association (FPSE Local 9), and Selkirk College Faculty Association (FPSE Local 10).

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14. "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement. The local unions and institutions are those listed in 12 above.
15. "Union" means a faculty association or trade union certified as a bargaining agent.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Common Agreement**

**1.1.1** The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

**1.1.2** In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. 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 this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

### **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.

## **ARTICLE 2 - HARASSMENT**

### **2.1 Statement of Commitment**

The Institutions promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing



Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with their participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

**2.2.2** Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-

- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

#### **2.3.4 Investigation**

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

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

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

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

The appointment of an investigator does not preclude an investigator from mediating the parties pursuant to Article 2.3.5(a) below.

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

#### **2.3.5 Terms of Reference of the Investigator**

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined









Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the employer will replace the employee as necessary.

This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the union will ensure that the employer is advised of the eligible leaves to be taken.

The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

### **3.3.3 Additional Union Leave Without Pay**

A bargaining unit may purchase additional release time above ode add/F1 gai

#### **4.3 Training in Prior Learning Assessment**

An employee required to perform prior learning assessment responsibilities as part of their workload, has a right to employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

#### **4.4 Prior Learning Assessment Coordinators**

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

### **ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY**

#### **5.1 Copyright Ownership**

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

**5.1.1** belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout their lifetime and upon their death by their heirs or assigns; and

**5.1.2** belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the instituti1 11.0ss1.04 Qq0.00000912 0 6 nBT/F1 11.04 Tf1 0 0 1 405.07 42





- (vi) requirements relating to the accumulation of severance and the condition for payment of severance.
- (b) Amendments to existing employee security and regularization provisions must include:
- (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;
  - or
  - (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
- (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee;
  - (ii) requirements for a probationary period post-conversion of at least twelve months;
  - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status;
  - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area,

- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion;
- (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position;
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses;
- (x) implications for existing appointment types;
- (xi) the cost implications for the employer of any changes and the impact on student access, employees and services.

#### **6.1.4 Local Discussion Process**

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
  - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
  - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b)

- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to

A copy of the agreement will be provided to each affected employee.

### **6.2.3 Disputes**



- (b) Entitlements for Successful Applicants
- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
  - (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
  - (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
    - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, they will have their seniority recognized for all purposes other than severance accrual.
    - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
    - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry their seniority to that new institution for all purposes other than severance accrual.
  - (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
  - (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired them in accordance with its relocation policies and practices for the position for which the registrant was hired.

## **6.4 Targeted Labour Adjustment**

### **6.4.1 Employer Commitments**

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.





- (h) Combinations and variations of the above or other workplace organization alternatives.

#### **6.4.2.2 Labour Adjustment Strategies: Employee Transition**

funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, they thereby waive all other rights, claims, or entitlements, and severs their relationship with the institution.
- (c) Workload averaging that does incur a net increase in compensation
- (d)

(b) tnstrJEUconaiha 0 5 aoi]/Ta

## **ARTICLE 7 - LEAVES**

### **7.1 Definitions**

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

a)

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

**7.12 Exchange Leave**

An employee holding a regular or continuous appointment may exchange their position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by their



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

#### **8.4 Return to Work**

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

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

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

- (a) For the first week of maternity leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the

employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

- (f) The average base salary for the purpose of Article 8.5.1(a) through (e) is -six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

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

**8.5.3** Repayment of the Supplemental Employment Benefit

- (a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any mon otherwise the employee will be invoiced.
- (b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

**ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

**9.1 Joint Committee on Benefits Administration**

**9.1.1 Committee Established**

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

**9.1.2 Committee Mandate**

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

- (a)



- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

### **9.1.3 Constraints**

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

### **9.1.4**



Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

(b) The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009.

**9.3.3** Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

**9.3.4** (a) Current employees in a local bargaining unit that chooses to participate in retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

- (b) Current employees in a local bargaining unit that chooses to participate in

## **10.2 Existing Employees**

The employer will encourage employees who have no

**12.1.2** Effective the first day of the first full pay period after April 1, 2020, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2020 shall be increased by

employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

#### **12.4 Calculation of Pay**

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-

## **13.2**

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

## **13.3**

The following Articles are not subject to Article 13.1 above:

Article 2 - Harassment

Article 3.1 - Human Resource Database

Article 3.2.1

to the employee such workload terms as are equivalent to those workload terms that would normally apply.

- (e) The employer will convene an annual review session for the employees





## **ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT**

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

## **ARTICLE 16 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND**

### **16.1 Purpose**

#### **16.1.1**

various types of professional development activities. Such professional development is for the

**APPENDIX A  
PROVINCIAL SALARY SCALE**

<b>STEP</b>	<b>01-Apr-19<sup>1</sup> to 31-Mar-20</b>	<b>01-Apr-20<sup>1</sup></b>
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## **APPENDIX B**

### **LIST OF INVESTIGATORS**

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

Rebecca Frame  
Ana Mohammed  
Linda Sum  
Kyra Hudson  
Laurie Mills  
Yuki Matsuno  
Ken Saunders

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

**APPENDIX C**

**DISPUTE REFERRAL FORM**

Date: \_\_\_\_\_

<b>EMPLOYER</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

<b>UNION</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

## **APPENDIX D**

### **LIST OF ARBITRATORS**

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

Joan Gordon  
Judi Korbin  
Ken Saunders  
Robert Pekeles  
Corinn Bell

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



**APPENDIX F**

**MEDICAL TRAVEL REFERRAL BENEFIT**

**Benefit Summary**

Deductible Amount: None

Benefit Amount: 100% of eligible expenses



### **Superior Benefits**

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

### **Exclusions**

**No benefit shall be payable for:**

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of their license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected



**APPENDIX H**

**DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM**

I have read and I understand the terms and conditions of Article 7.13 Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective \_\_\_\_\_, 20\_\_

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of \_\_\_\_\_ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year \_\_\_\_\_%

Second Year \_\_\_\_\_%

Third Year \_\_\_\_\_%

Fourth Year \_\_\_\_\_%

Number of additional year \_\_\_\_\_

Percentage per additional year \_\_\_\_\_

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

**APPENDIX I**

**FAMILY MEMBERS FOR THE PURPOSE OF  
ARTICLE 7.8 COMPASSIONATE CARE LEAVE**

**1.**

3.

Any other person in the same household who is dependent upon the employee

Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative

**LETTER OF UNDERSTANDING 1**  
**EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES**

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-second the post

**LETTER OF UNDERSTANDING 2**

**MEDICAL SERVICES PLAN OF BC**

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

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

## LETTER OF UNDERSTANDING 3

### EXPEDITED ARBITRATION

#### **Re: Expedited Arbitration**

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### **1. Expedited Arbitrations**

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

#### **2. Issues for Expedited Arbitration**

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
  - i. Dismissals;
  - ii. Suspensions in excess of five (5) working days;
  - iii. Policy grievances;
  - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
  - v. Grievances requiring the presentation of extrinsic evidence;
  - vi. Grievances where a local party intends to raise a preliminary objection;
  - vii. Grievances arising from the duty to accommodate; and
  - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.



### **3. Expedited Arbitrators**

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

Kate Young  
Colin Taylor  
John Hall  
Mark Brown  
Marguerite Jackson  
Joan Gordon

If none of the listed arbitrators is available to hear the grievance within thirty (30) calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days.

### **4. Process**

As the process is intended to be expedited, lawyers shall not be retained tdays, thQq0.0 7p, thQq0.0 7p, thQq0.0 7p, EMC

## **9. Issuance of Decision**

## LETTER OF UNDERSTANDING 4

### WORKING COMMITTEE ON SECONDARY SCALES

#### 1. Committee Mandate

The  
mandate to:

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

#### 2. Application

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

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

#### 3. Exceptions and Additions

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

**Base Pay Formula and Conditions:**

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

\_\_\_\_\_ where:

**S** is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.

**D** is the number of days in the appointment period.

**P** is the percentage of full-time work during the appointment period.

**Y** is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

Examples:

Standard Appointment:



## **Common Agreement Negotiating Committees**

**2019-2022**

### **For the Employers:**

Michael Madill, Spokesperson, Post-  
Barb Severyn, Camosun College  
Brian Bonia, Coast Mountain College  
Fred Alaggia, College of New Caledonia  
Gary Leier, College of the Rockies  
Ken Crewe, North Island College  
Linda Heska, Okanagan College  
David Feldman, Selkirk College

PSEA)

### **For the Unions:**

Bob Davis, Co-Chair, FPSE  
Leslie Molnar, Co-Chair, FPSE  
, Spokesperson, FPSE Staff

### Representatives of Participating Unions

Kelly Pitman, CCFA, FPSE Local 12  
Sheree Ronaasen, AWU/CUPE 2409, FPSE Local 11  
Jan Mastromatteo, FACNC, FPSE Local 3  
Ben Heyde, CORFA, FPSE Local 6  
Janis Almond, NICFA, FPSE Local 16  
Bob Groves, OCFA, FPSE Local 9  
Victor Villa, SCFA, FPSE Local 10