

MEMORANDUM OF AGREEMENT  
 TO RENEW AND AMEND THE COLLECTIVE AGREEMENT  
 BETWEEN  
 OKANAGAN COLLEGE  
 AND  
 BCGEU  
 VOCATIONAL INSTRUCTORS  
 FOR THE TERM OF APRIL 1, 2004 TO MARCH 31, 2007

The parties to the collective agreement hereby agree to recommend the following amendments to their respective principals:

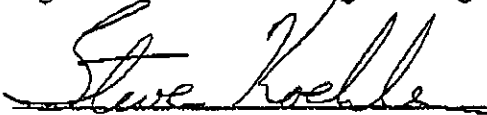
1. All items signed off as of June 30, 2005.
2. Items agreed but not signed off as at June 30, 2005 including:
  - 2.1. 11.08 Union Observer as tabled and agreed June 29, 2005
  - 2.2. LOU #1 Renew
  - 2.3. LOU #4 Renew
  - 2.4. LOU #5 Delete, and adopt the Common Agreement PLA language as the local provision
  - 2.5. 47.06 (1) Steward Representation as tabled July 4, 2005
  - 2.6. Appendix A as amended by OUC June 11, 2005 with the addition of the following statement: "The College will continue to provide the union with information regarding plans for the offering of new vocational programs that are defined by 3.01 (2), as these are developed. The parties agree that each year, at the October and April meetings of the Joint Union-Management Committee (JUMC), the list of programs above will be reviewed and, where necessary, revised."
  - 2.7. Amend 13.04 to change "fiscal" to "calendar" and to amend 13.04 (1) (iii) as proposed June 29, 2005
  - 2.8. [Not part of Collective Agreement text] EI rebate issue is referred to JUMC. *SK. PD D.S.*
3. The following mediated provisions *will be effective on the date of ratification:*
  - 3.1. OUC Proposal #216 (Article 28.01), with cost savings referred to the "stipend" process
  - 3.2. 41.01 is amended on the date of ratification as follows-
    - 3.2.1. \$40.25 becomes \$44.00
    - 3.2.2. \$9.25 becomes \$10.50; \$11.00 becomes \$12.25; and \$20.00 becomes \$21.50
    - 3.2.3. \$33 for private dwelling accommodation

- 3.3. Union Proposal #16 except increase shall be effective the date of ratification and be reimbursable at the rate of \$0.45/km
  - 3.4. Union Proposal #17
  - 3.5. The references to "gap times" in 8.03 (3), 8.04 (2), 8.07 (1), and 16.02 (2) are all amended to 36 weeks.
4. The parties will engage in a mediation/arbitration process to resolve the issues set out below. The mediation phase will be concluded by October 31, 2005. The arbitration phase, if needed, the arbitration will be concluded by November 30, 2005. The mediator/arbitrator will be Peter Cameron. The mediator/arbitrator will have all the authority of an arbitrator under the Labour Relations Code, and all the authority expressed or implied by this provision. This includes the authority to render a binding decision and to proscribe provisions with respect to the matters referred which the parties must incorporate into their collective agreement. The mediator/arbitrator may determine practice and procedure, but must give each party an opportunity to be heard on each referred matter.
    - 4.1. Harassment:
      - 4.1.1. The applicability of the harassment provisions of the common agreement
      - 4.1.2. Amendments, if any, to the local harassment process
      - 4.1.3. The list of local investigators
      - 4.1.4. Payment for the investigator
    - 4.2. Salary stipend and corresponding cost savings such that the cost savings are equal to the cost of the stipend. In choosing between cost saving options, the impact on employees will be a substantive factor.
    - 4.3. Return to work and rehabilitation provisions for employees who are disabled, and the applicability of the provisions of the common agreement LOU #4.
  5. The Common Agreement will be appended as Appendix A and entitled "The Common Agreement", and before the text will include the following statement: During the life of the Collective Agreement, this Appendix is subject to the following:
    - 5.1. Article 2 (harassment) is subject to the mediation/arbitration provision above.
    - 5.2. There is no obligation on the College to appoint a representative or to participate on the HRDB Steering Committee, JADRC or the JCBA Committee.
    - 5.3. The parties will use the provisions of 3.2.6 or 3.3 only by mutual agreement
    - 5.4. Unless there is mutual agreement to proceed pursuant to the other provisions of 3.2.4, the parties will proceed pursuant to the 4th paragraph of 3.2.4 and use the local grievance procedure to resolve any dispute arising from the interpretation, application, operation or any alleged violation of the "Common Agreement" Appendix.
    - 5.5. Article 15 is not applicable to OC because the College does not currently operate programs outside of Canada and has no plans to do so. Where there is a teaching assignment that is planned to occur during the life of the agreement, the parties agree to apply Article 15 subject to mutually-agreed variations.
    - 5.6. The Union confirms that the current arrangement for health and welfare benefits will continue during the life of the agreement (subject to the inclusion of the dental rider referred to above).

- 5.7. In Article 7.7, the phrase "for family illness" means "for the purpose of actively caring for the member who is ill and requires the care of the employee".
6. In the event that the Union believes that other faculty unions in the sector negotiate better salary increases or improved benefits relative to this agreement, this issue may be referred to Peter Cameron. If he/she determines that there is a net difference in salary and benefits, he/she has the authority to amend this agreement to achieve similar improvements.
7. Peter Cameron retains jurisdiction with respect to any differences with respect to the interpretation and application of this memorandum.


Dated July 5, 2005.


Signed on behalf of Okanagan College

  
\_\_\_\_\_

  
\_\_\_\_\_

Signed on behalf of the BCGEU

  
\_\_\_\_\_

  
\_\_\_\_\_

OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

**OUC HOUSEKEEPING PROPOSAL #201**

- a) Change all references in collective agreement from "Associate Vice-President, Human Resources" to "the senior manager in Human Resources/Labour Relations"

Dated June 16, 2005.

Signed on behalf of  
Okanagan University College

Steve Koehle

J. S. Brem

Signed on behalf of the BCGEU

[Signature]

[Signature]

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**OUC HOUSEKEEPING PROPOSAL #202**

1.04 Human Rights Act

Amend to read:

"The parties hereto subscribe to the principles of the ~~"Human Rights Act of British Columbia"~~ applicable **Human Rights legislation of British Columbia.**"

Dated June 16, 2005.

Signed on behalf of  
Okanagan University College

Steve Koehle

J. S. Brown

Signed on behalf of the BCGEU

[Signature]

[Signature]

OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

BCGEU PROPOSAL #14

7.05 Union Meetings

Subject to operational requirements, the Union may hold meetings on employer premises up to two hours per day to a maximum of three times per year.

Dated June 29, 2005.

Signed on behalf of  
Okanagan University College

Steve Koehle  
J. Brown  
\_\_\_\_\_

Signed on behalf of the BCGEU

[Signature]  
[Signature]  
\_\_\_\_\_

OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

OUK HOUSEKEEPING PROPOSAL #204

ARTICLE 16 - APPLICATION OF THE SALARY SCALE

16.01 Placement

- (1) At time of initial appointment, an employee may be placed on the salary scale to a maximum initial placement of Step 7.6.

Dated June 16, 2005.

Signed on behalf of  
Okanagan University College

Steve Koelle

J. B. Brown

Signed on behalf of the BCGEU

[Signature]

[Signature]

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**OUC PROPOSAL #215**

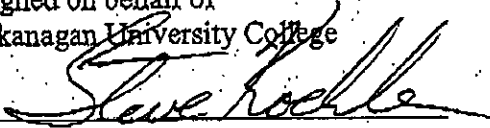
**ARTICLE 21 - ANNUAL VACATION**

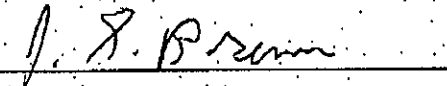
21.06 Vacation Relief

Delete

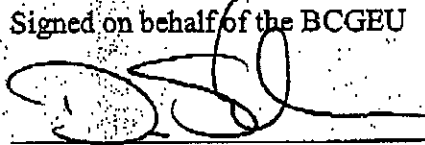
Dated June 23, 2005.

Signed on behalf of  
Okanagan University College





Signed on behalf of the BCGEU





OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

OC HOUSEKEEPING PROPOSAL #206

ARTICLE 33 - SPECIAL LEAVE

Rename Article "General Leaves"

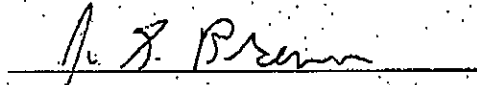
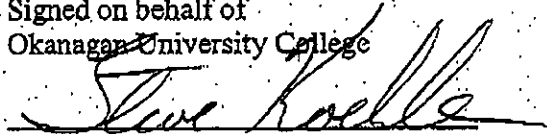
33.01 Entitle: "Special Leave"

33.02 Entitle: "Leave Without Pay"

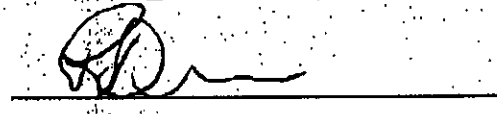
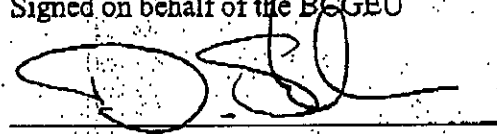
33.03 Entitle: "Other Leave"

Dated June 23, 2005.

Signed on behalf of  
Okanagan University College



Signed on behalf of the BCGEU



**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**OUC PROPOSAL #217**

**ARTICLE 43 - SAFETY AND HEALTH**

43.13 Video Display Terminals

Delete

Dated June 23, 2005.

Signed on behalf of  
Okanagan University College

Steve Koelle

A. B. Brown

\_\_\_\_\_

Signed on behalf of the BCGEU

[Signature]

[Signature]

\_\_\_\_\_

OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

OUK PROPOSAL #225/UNION PROPOSAL #7

LOU #2 - WORKLOAD

Renew

Dated June 29, 2005.

Signed on behalf of  
Okanagan University College

Steve Koehle

J. Bram

\_\_\_\_\_

Signed on behalf of the BCGEU

[Signature]

[Signature]

\_\_\_\_\_

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

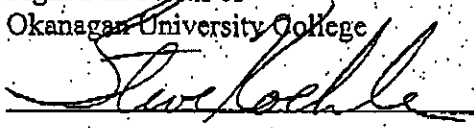
**OUC PROPOSAL #228/UNION PROPOSAL #7**

**LOU #5 - PRIOR LEARNING ASSESSMENT**

Delete

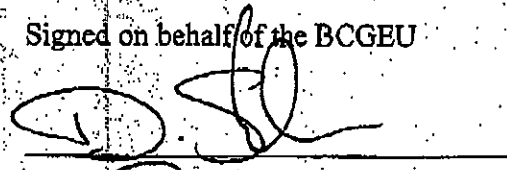
Dated June 29, 2005.

Signed on behalf of  
Okanagan University College



A. Brennan

Signed on behalf of the BCGEU



[Signature]

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**LOU #6 - COLLECTIVE AGREEMENT REVIEW**

Delete

**OUC PROPOSAL #229**

**LOU #7 - OUC COURSES**

Delete

**OUC PROPOSAL #230**

**LOU #8 - PENSIONABLE SERVICE BUY BACK**

Delete

**OUC PROPOSAL #231**

**LOU #9 - RETIREE ACCESS**

Delete

**OUC PROPOSAL #232**

Dated June 16, 2005.

Signed on behalf of  
Okanagan University College

Steve Koehle

J. S. Brun

Signed on behalf of the BCGEU

[Signature]

[Signature]

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**BCGEU PROPOSAL #4**

**ARTICLE 11 - SELECTION OF EMPLOYEES**

Insert new 11.08:

11.08. Upon request, the Union shall have the right to have a Union Observer present for the interviews. The Union shall be responsible for replacement costs and expenses associated with providing the union observer.

*Renumber subsequent provisions*

Dated \_\_\_\_\_, 2005.

Signed on behalf of  
Okanagan University College

Signed on behalf of the BCGEU

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*tabled  
Jun 29/05  
4:20pm*

*agreed  
Jun 29/05*

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**OUC HOUSEKEEPING PROPOSAL #201 b)**

**LETTER OF UNDERSTANDING #1**

**ADULT BASIC EDUCATION ADULT ACADEMIC AND CAREER PREPARATION (A.A.C.P.)  
CO-ORDINATOR**

1. The responsibilities of the ~~A.B.E.~~ A.A.C.P. Coordinator shall include any or all of the following:
  - 1.1. Under the direction of the ~~A.B.E.~~ A.A.C.P. Department Chair:
    - 1.1.1. Assumes a facilitation role to ensure the smooth operation of the A.B.E. program in the Centre.
    - 1.1.2. Ensures that placement procedures are conducted, results are evaluated and communicated to students, agencies, or the admissions office, as appropriate.
    - 1.1.3. Provides information needed for planning, staff workloads, and assignments to the Department Chair.
  - 1.2. Ensures that agencies, the public and students are aware of the test dates.
  - 1.3. Maintains a liaison with appropriate agencies in the respective communities.
  - 1.4. Disseminates information to the Centre ~~A.B.E.~~ A.A.C.P. staff and feeds opinions and information back to the ~~A.B.E.~~ A.A.C.P. Department Chair.
  - 1.5. Forwards requests to the ~~A.B.E.~~ A.A.C.P. Department Chair for advertising and provides the appropriate information needed to complete the task.
2. The ~~A.B.E.~~ A.A.C.P. Coordinator shall be appointed for a period of two years, with an option to renew for a further two years, subject to satisfactory performance. Appointments shall begin July 1<sup>st</sup> in any given year.
3. The position of ~~A.B.E.~~ A.A.C.P. Coordinator shall be posted internally only; there shall be a competition for the position; only employees on regular appointments in the ~~A.B.E.~~ A.A.C.P. Department shall be eligible to apply for the position of ~~A.B.E.~~ A.A.C.P. Coordinator; and the successful candidate shall be chosen by a Selection Committee, except in the case of only one application being received and appointed by the designated supervisor.
4. The Selection Committee shall be composed as follows:
  - Dean of the Faculty;
  - Up to one other administrator named by OUC; and
  - Two members of the ~~A.B.E.~~ program A.A.C.P department.
5. An ~~A.B.E.~~ A.A.C.P. Coordinator going on leave of absence for more than four months shall yield his/her post as ~~A.B.E.~~ A.A.C.P. Coordinator.

**UNION PROPOSAL #18****COUNTER PROPOSAL July 4, 2005****CLAUSE 47.06 (1) – RIGHT TO STEWARD REPRESENTATION**

47.06 (1) An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward, providing that this does not result in undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

**"In advance" means sufficient time taking into consideration operational needs and geographical considerations.**

**APPENDIX A - TRAINING PROGRAMS**

The programs referred to throughout this Agreement are designated as follows:

Adult Basic Education  
 Adult Special Education  
 Applied Business Technology  
 Certified Dental Assistant  
 Early Childhood Education  
 English as a Second Language  
 Home Support/Resident Care Attendant  
 Human Service Work  
 Legal Administrative Assistant  
 Medical Secretary Program  
 Medical/Dental Receptionist  
 Occupational First Aid - Levels 2 and 3  
 Practical Nursing  
 Therapist Assistant  
 Travel Counsellor

**Apprenticeship Programs**

- Automotive Collision Repair
- Automotive Painting and Refinishing
- Automotive Prep Technician
- Automotive Service Technician
- Carpentry
- Cooking
- Electrical
- Recreation Vehicle Technician

**Entry Level Training**

- Aircraft Maintenance Engineer
- Automotive Collision Repair/Painting and Refinishing
- Automotive Service Advisor
- Automotive Service Technician
- Carpentry/Joinery
- CNC/Joinery
- Construction Assistant
- Culinary Arts
- Electrician pre-apprenticeship
- Gateway to Trades
- Heavy Duty/Commercial Transport Mechanics
- Horticulture pre-apprenticeship
- Joinery
- Outdoor Power Equipment Technician
- Plumbing
- Recreation Vehicle Technician
- Residential Construction
- Steel Fabrication
- Trades and Technology Teacher Education (Trades component)
- Vehicle Detailer

**Welding**

- Level C
- Level B
- Level A
- Welder/Fitter

In the event the name of a program listed in this Appendix is changed in the OUC calendar, then this Appendix will be automatically amended to reflect the new program name.

As at June 16, 2005

*Added by OUC  
 June 16/05  
 H. Zamm*

**OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS**

**2005 NEGOTIATIONS**

**OUC PROPOSAL #211**

**ARTICLE 13 – DUTIES, RESPONSIBILITIES AND WORKLOADS**

**13.04 Curriculum Development/Professional Development**

- (1) (i) Amend to read: "Regular employees shall be provided with 21 days per fiscal calendar year for curriculum development, professional development and non-instructional duties, (CD/PD time) the following purposes:
- Course and program revision
  - Curriculum and materials development
  - Professional development activities
  - Other non-instructional duties.

These 21 days shall be comprised of a maximum of 4 days allocated for professional development activities that have been approved by an appropriately constituted PD committee and 17 days for the remaining non-instructional duties."

- (ii) Unchanged
- (iii) The employee shall prepare a schedule for the use of both curriculum development/professional development time and for vacation time in consultation with the Department Chair for approval by the designated supervisor. This schedule must be approved prior to any significant PD/CD and/or vacation time being taken, but not later than March 31st.
- (iv) unchanged
- (v) unchanged
- (2) Amend to read: "Employees on non-regular appointments shall receive pro-rated curriculum development time based on a maximum entitlement of 10 working days in any one fiscal calendar year."

*Tabled  
June 29, 2005  
4:25 pm*

OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

OUC PROPOSAL #216

ARTICLE 28 – PAYMENT TO DEPENDENT UPON DEATH OF A REGULAR EMPLOYEE

28.01 Amend to read:

“In the event of the death of a regular employee who was hired prior to April 1, 2004, the employee’s dependent or dependents shall...”

**UNION PROPOSAL #16  
CLAUSE 42.01 – VEHICLE MILEAGE ALLOWANCE**

42.01 (1) Employees authorized to use their personal motor vehicle for OUC business shall be paid a travel allowance of:

<del>Effective April 1, 2001</del>	<del>\$0.40 per kilometre</del>
<del>Effective April 1, 2002</del>	<del>\$0.41 per kilometre</del>
<del>Effective April 1, 2003</del>	<del>\$0.42 per kilometre</del>
<del>Effective April 1, 2005</del>	<del>\$0.46 per kilometre</del>

① email to Keat-May 17

*rate as in master  
previl agreement*

UNION PROPOSAL #17  
CLAUSE 26.01 – DENTAL CARE PLAN

26.01 (3) Dental Care Plan

(iv) OUC to purchase a plan for the dental benefit in order to ensure that reimbursement is at the specialist fee guide rates where applicable.

Ⓐ Cost - Margo Kendall. 4228  
Research

Mail to Me May 17.

*needed as a result  
of changes in dental  
care funding*

*one specialist appt per year*

OKANAGAN UNIVERSITY COLLEGE/  
BCGEU VOCATIONAL INSTRUCTORS

2005 NEGOTIATIONS

OUC COUNTER PROPOSAL #212/214 UNION #9

ARTICLE 8 - APPOINTMENT CATEGORIES

8.03 Non-Regular Appointment - Full-Time Workload

- (3) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than ~~five consecutive months~~ **36 consecutive weeks** between successive non-regular appointments.

8.04 Non-Regular Appointment - Part-Time Workload

- (2) Employee rights and benefits carry over from one non-regular appointment to another provided there is a break of no more than ~~five consecutive months~~ **36 consecutive weeks** between successive non-regular appointments.

8.07 Right of First Refusal

- (1) To be eligible for the right of first refusal for a similar appointment, an employee must have completed at least 48 weeks of service and had a minimum of two appointments of at least 12 weeks duration in the immediately previous three College years. All service must be in a similar appointment. The Department Chair, in collaboration with the designated supervisor, shall determine if the available appointment is sufficiently similar to permit right of first refusal. Right of first refusal shall be retained provided there is a break of no more than ~~12 consecutive months~~ **36 consecutive weeks** between successive appointments.

ARTICLE 16 - APPLICATION OF THE SALARY SCALE

16.02 Receipt of Salary Increment

- (2) An employee on a non-regular appointment shall receive a salary increment when they have completed the equivalent of 44 weeks full-time service with OUC and shall receive additional salary increments for each successive equivalent of 44 weeks full-time service until the maximum salary is reached, subject to clauses 8.03 and 8.04. Where an employee has 16 weeks of continuous service, the service shall be accumulated provided interruptions of service do not exceed ~~12 months~~ **36 weeks**.

ARTICLE 19 - SENIORITY

19.03 Loss of Seniority

An employee shall lose seniority and be considered terminated in the event they:

- (1) are discharged for cause;
- (2) resign and are not reinstated within 30 days;
- (3) have a break of ~~five consecutive months~~ **36 weeks or greater** between non-regular appointments pursuant to clauses 8.03 and 8.04;
- (4) are laid off and accept severance pay pursuant to clause 48.04;
- (5) decline recall consistent with clause 48.03 (x); or;
- (6) are on layoff for a period greater than one year pursuant to clause 48.03 (2).

*Added July 4, 2005  
1:45  
M. L. L.*