

COMMON AGREEMENT

between the

**The Employers' Bargaining Committee
on behalf of member institutions
ratifying this Common Agreement**

and the

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

Effective from July 1, 2022 to June 30, 2025

LIST OF THE COMMON PARTIES

Employers' Bargaining Committee on behalf of:

British Columbia Institute of Technology, Coast Mountain College, Douglas College, Justice Institute of British Columbia, Kwantlen Polytechnic University, Northern Lights College, Okanagan College.

BC General Employees' Union on behalf of:

BCGEU Local 703 (British Columbia Institute of Technology), BCGEU Local 712 (Coast Mountain College), BCGEU Local 703 (Douglas College), BCGEU Local 703 (Justice Institute of British Columbia), BCGEU Local 704 (Kwantlen Polytechnic University), BCGEU Local 710 (Northern Lights College), BCGEU Local 707 (Okanagan College).

TABLE OF CONTENTS

DEFINITIONS..... 1

ARTICLE 1 - PREAMBLE 1

 1.1 Purpose of Common Agreement 1

 1.2 Future Legislation 2

 1.3 Conflict with Policies and Regulations 2

 1.4 Singular and Plural 2

 1.5 Gender Neutral 2

ARTICLE 2 - JOINT BENEFITS COMMITTEE..... 2

 2.1 Committee Established..... 2

 2.2 Committee Mandate 2

 2.3 Replace Duplicate Language..... 3

 2.4 Adding Additional Members 3

 2.5 Meetings 3

ARTICLE 3 - TERM 3

LETTER OF UNDERSTANDING 1 - Joint Gender-Neutral Job Evaluation Steering Committee 3

LETTER OF UNDERSTANDING 2 - Common Agreement Join Committee 5

LETTER OF UNDERSTANDING 3 - Cost of Living Adjustment 6

LETTER OF UNDERSTANDING 4 - Public Sector Wage Increases 7

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 and Regulations

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

2.1 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.

2.2 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.

2.3 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.

2.4 Adding Additional Members

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

2.5 Meetings

The committee will meet up to four (4) times per year, unless otherwise agreed by the parties. It is understood that meetings will be in virtual format.

ARTICLE 3 - TERM

This Agreement shall be in effect from July 1, 2022 to June 30, 2025, and shall continue in force until the renewal of this Agreement.

LETTER OF UNDERSTANDING 1

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. BC Institute of Technology - 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. Justice Institute of British Columbia 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 wage 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

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 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
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 increase 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.

**SIGNED ON BEHALF OF
THE UNION:**

Stephanie Smith
President

Richard Schaeffer
BCGEU Support Staff Bargaining Committee Chairperson

Daryl Wong
BCGEU (British Columbia Institute of Technology)

Haley Thickett
BCGEU (Coast Mountain College)

Ryan Cousineau
BCGEU (Douglas College)

Lorna Colasimone
BCGEU (Justice Institute of British Columbia)

Trina Whitsitt
BCGEU (Kwantlen Polytechnic University)

Paola Rodriguez
BCGEU (Northern Lights College)

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Doug Campbell
Chair, Post-Secondary Employers' Association (PSEA)

Michael Madill
Post-Secondary Employers' Association (PSEA)

Scott Boogemans
Post-Secondary Employers' Association (PSEA)

Chris Hudson
British Columbia Institute of Technology

Stefanie Pellegrino
Coast Mountain College

Sherry Chin-Shue
Douglas College

Cindy Dopson
Justice Institute of British Columbia

Jenn Harrington
Kwantlen Polytechnic University

Karolynn Green
BCGEU (Okanagan College)

Jessie Drew
Northern Lights College

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BCGEU General Counsel

Gillian Henderson
Okanagan College

Linsay Buss
BCGEU Staff Representative

Date: _____