



BVCFA-BVC COLLECTIVE AGREEMENT SUMMARY

Background: Why did this take longer than usual?

Why did bargaining take so long?

- Former agreement was in effect from July 1, 2017 to June 30, 2020
- Early March 2020, Global Pandemic declared—everyone sent home, College’s main concern was to continue student learning
- Summer 2020 – Senior Leadership change at BVCFA – New President/VP Negotiations
- Simultaneously, Senior Leadership change at the college, Interim President, VPA became President, Interim VPA, VPA confirmed in January 2021.
- Fall 2020 - Winter 2021 - Fall 2021, FA took time to survey membership and develop comprehensive bargaining proposal
- Bargaining formally began Nov 2021 with Interim VPA
- Several breaks for scheduling issues including Summer vacation 2022.

BVCFA Nov 2021 Proposal (Themes)

- Workload
- Working Conditions (Schedules, Professional Development)
- Compensation
- Casual Rates of Pay



Key Highlights

- 4 Year Agreement
- Effective July 1, 2020 - June 30, 2024
- Added “Consultation” to Definitions, as well as Working Day definition
- New Employment Classification for Faculty: Project status
- Professional Responsibility: Instructor schedules flexibility
- Gender neutral language in Maternity/Parental Leave
- Compensation for Additional work—preauthorized OT only
- Casual Rates of Pay—deletion of 38.2 distance learning delivery/pay per learner structure, learner withdrawal; LOU to study consistent CRP for all Casuals across College
- Schedule A—step/row combination, Addition of PhD/Ed.D column; 3.25% Increase in pay to all faculty in 2023. Pay modifiers to Program Chairs increase by 3.25% by end of 2023
- No Movement on Workload

Summary of Changes

Section	Title	Summary of Changes																																													
1 (v, g, h)	Definitions	<p>Modified definition of Casual instructor 1 v): “An hourly employee who works variable hours based on operational needs and who has no guarantee of ongoing employment”</p> <p>Added “Consultation” language 1 g): “The process of communicating relevant information, allowing sufficient time for meaningful exchange, and considering feedback before a final decision is made.”</p> <p>Language change 1 i): “Wherever the terms “workday” or “working day” are used in this Agreement, they shall mean a day, Monday to Friday, on which the College is open to the public. Recognizing that the College may be open on Saturdays or Sundays, work can be provided to those employees who volunteer, or assigned to casual employees.”</p>																																													
2 (2.1, 2.3)	Application	<p>Language Change 2.1: “The Agreement applies to Continuous Employees. Where applicable, the provisions shall apply to Continuous Part-Time Employees on a pro-rata basis, except the Benefits articles, which shall apply as follows:</p> <ul style="list-style-type: none"> • Article 26- Eligibility for Extended Health, Dental and Flexibility Spending Account coverage shall be the same as if that employee was a full-time employee. • Article 41-Public Service Pension Plan (PSPP) (in accordance with the regulations of the Plan) <p>Language Change 2.3: See chart below</p> <p>2.3 For Temporary and Casual Employees, the sections all apply, except as follows:</p> <table border="1"> <thead> <tr> <th>Applications of Sections</th> <th>Temporary</th> <th>Casual</th> </tr> </thead> <tbody> <tr> <td>Section 11 - Probationary Period</td> <td>No</td> <td>No</td> </tr> <tr> <td>Section 12.1 - Hours of Work</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 17 - Strike and Lockout</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 18 - Disciplinary Action</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 19 - Grievance Procedure</td> <td>Up to Level 2 only</td> <td>No</td> </tr> <tr> <td>Section 20 - Notice of Resignation</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 21 - Staff Reduction</td> <td>Eligibility limited to Section 21.6</td> <td>No</td> </tr> <tr> <td>Section 22 - Vacation Leave</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 23 - Paid Leave</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 24 - Casual Illness and Special Leave</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Section 25 - General Illness Leave</td> <td>No</td> <td>No</td> </tr> <tr> <td>Section 26 - Benefit Plans</td> <td>Eligibility limited to Section 26.65</td> <td>Eligibility limited to: Basic AD&D while on Employer Business</td> </tr> <tr> <td>Section 27 - Employment Insurance Premium Reduction or Rebate</td> <td>No</td> <td>No</td> </tr> <tr> <td>Section 28 - Maternity & Parental Leave</td> <td>Yes (subject to Section 28.1 (1) and 28.8(3))Excludes Section 28.1 (3)</td> <td>Yes (subject to Section 28.1 (1) 28.8(3))Excludes section 28.1 (3)</td> </tr> </tbody> </table>	Applications of Sections	Temporary	Casual	Section 11 - Probationary Period	No	No	Section 12.1 - Hours of Work	Yes	No	Section 17 - Strike and Lockout	Yes	No	Section 18 - Disciplinary Action	Yes	No	Section 19 - Grievance Procedure	Up to Level 2 only	No	Section 20 - Notice of Resignation	Yes	No	Section 21 - Staff Reduction	Eligibility limited to Section 21.6	No	Section 22 - Vacation Leave	Yes	No	Section 23 - Paid Leave	Yes	No	Section 24 - Casual Illness and Special Leave	Yes	No	Section 25 - General Illness Leave	No	No	Section 26 - Benefit Plans	Eligibility limited to Section 26.6 5	Eligibility limited to: Basic AD&D while on Employer Business	Section 27 - Employment Insurance Premium Reduction or Rebate	No	No	Section 28 - Maternity & Parental Leave	Yes (subject to Section 28.1 (1) and 28.8(3)) Excludes Section 28.1 (3)	Yes (subject to Section 28.1 (1) 28.8(3)) Excludes section 28.1 (3)
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4 (4.2)	Effective Date and Term of Agreement	Language Change 4.2: “This Agreement shall be in full force and effect until June 30, 2024 and shall remain in effect thereafter until a replacement Collective Agreement is established.” (End date of new contract established)																																													
9 (9.2)	Time Off for Faculty Association Business	Language Change 9.2: “Time off without pay, during normal work hours, shall be granted for up to one-half (½) release from normal duties for the Faculty Association President, or Delegate, during the Employee’s term of office.” (Addition of the term ‘Delegate’)																																													



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12 (12.1)	Hours of Work	Language Change 12.1: "The normal hours of work, for the purpose of pay and benefits, shall be 36.25 hours per week or the equivalent on a monthly basis." (Eliminates quarterly, triannually, semi annually or annual)
14 (14.2)	Professional Responsibility	Language Change 14.2: "In Consultation with the immediate supervisor, Employees will manage their schedule in accordance with their responsibilities". (Eliminates clause: "and subject to the approval of")
19 (19.3, 19.4)	Grievance Procedure	Language Change 19.3a(iv): "The Employee's immediate supervisor who is not in the faculty association shall consult with their Dean or Director and respond verbally to the grievor within ten (10) days of the date of their meeting." (Addition of "...consult with their Dean or Director...") Language Change in 19.4a: "The grievor, with the written approval of the Faculty Association, may refer the grievance to arbitration by notice in writing within ten (10) days of the receipt of the Level 2 reply. Notice to the Employer shall be given to the Director, Human Resources with a copy to the Vice President Academic." (Language change from AVP to Director, Human Resources)"
22 (22.8)	Vacation Leave	Language change 22.8: "Vacation leave shall be taken within 12 months of the end of the calendar year in which it was earned. Any vacation that has not been taken within this 12 month period and is above the annual accrual, shall be paid out no later than January 31 of the following calendar year." (Re-written for clarity)
25 (25.3, 25.8)	General Illness Leave	Language change 25.3: "Provided the Continuous Employee is not then absent from work due to illness or injury on January 1, the Continuous Employee shall be entitled to general illness leave for the calendar year at the following rates of pay..." (Addition of 'or injury') Language change 25.8: "An Employee on general illness leave is required to participate in the Employer's Early Recovery Assistance Program." ('Encouraged' changed to 'required')
26 (26.4, 26.5, 26.6)	Benefit Plans	Language change: "Health Spending Account" is changed to "Flexible Spending Account" Rate change 26.4: "The cost sharing of the monthly premiums for benefits shall be set each benefit year to achieve an overall cost sharing of the health and insurance benefit plans at 65% Employer and 35% Employee." (62% changed to 65%, and 38% changed to 35%) Rate change 26.5: Flexible Spending Account (FSA) is now set to \$775.00 for the full term of this agreement. Rate change 26.6: Dismemberment benefit now set to \$122.50 for the full term of this agreement.
28	Maternity and Parental Leave	Language change 28.1: "The SUB Plan benefit will be paid for a maximum of sixteen (16) weeks, including the one (1) week Employment Insurance waiting period." (Change from two weeks to one) Language change 28 (general): Changed to gender neutral language
29 (29.1b)	Leave of Absence without Pay	Language change 29.1b: "Any request of a leave of absence without pay in excess of sixteen (16) weeks shall be submitted to the Vice President at least eight (8) weeks in advance of the anticipated date of commencement of the leave." (Change from 4 to 8 weeks)"
36 (36.4)	Printing of Access to This Agreements	Title change: Access to this Agreement Delete Section 36.4 (no need to print electronic agreements)

Section	Title	Summary of Changes
37 (37.3)	Compensation for Additional Workload, Substitution or Overtime	Language change 37.3: "An Employee shall receive overtime compensation at the rate of one and half-hour time for all pre-authorized hours worked in excess of the assigned full workload as determined by the Employer" (add "pre-authorized and "assigned")
38 (38.1)	Casual Employees Rates of Pay	<p>Language Change 38.1 See below:</p> <p>38.1 Casual Employees may be employed on either an hourly rate or daily rate basis <u>inclusive of any delivery mode</u>, as follows:</p> <p>a) Instructors, Educational Counsellors & Program Chairs</p> <p>i) Persons assigned a full-time workload, i.e. 7.25 hours per day, pursuant to the provisions of ArticleSection 16, Workload Assignment – a minimum of \$231.65 per day effective July 1, 20202017.</p> <p>ii) Persons assigned a less than full-time workload pursuant to the provisions of Section 16, Workload Assignment – a minimum of \$31.78 per hour effective July 1, 20202017.</p> <p>ii) Persons assigned courses as non-credit Instructors in the Continuing Education Department - a minimum of \$16.40 per hour effective July 1, 20202017.</p> <p>b) Educational Assistants – a minimum of \$23.58 per hour effective July 1, 20202017.</p>
38 (38.2)	Casual Employees Rates of Pay	38.2 is deleted (distance education rate or payment by credit/student) Instead faculty will be paid for the time they work under Section 38.1.
40	Correctional Inst. Salary Allowance	Delete - obsolete
Schedule A	Pay Grid	<p>Agreed to salary increases as follows:</p> <ul style="list-style-type: none"> ○ Year 1: Effective July 1, 2020 - 0% ○ Year 2: Effective July 1, 2021 - 0% ○ Year 3: Effective July 1, 2022 - 0% ○ Year 4: Effective April 1, 2023 – 1.25% ○ Effective December 1, 2023 – 1.5%. Plus, an additional 0.5% Subject to Gain Sharing Formula. <p>Gain Sharing Formula: Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. December 1, 2023).</p> <ul style="list-style-type: none"> ● Remove 'A' column from Schedule A – Any employees on column 'A' will be transitioned to the adjacent step on column 'B'. ● Eliminate Step 1 from Grid ● All Casual faculty to receive 3.25% by the end of 2023 (as per Section 38) ● All Program Chairs will receive a 3.25% increase in pay modifier by the end of 2023
	Salary Re-opener	Salary Reopener <ul style="list-style-type: none"> ● Deleted due to redundancy
	Letters of Understanding (LOU)	We have agreed to LOUs on the following topics: <ul style="list-style-type: none"> ● Project Employment Classification ● Casual Rate of Pay Working Committee ● Policy Consultation