

MEMORANDUM OF SETTLEMENT

between the

NORTHERN LIGHTS COLLEGE
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)
(LOCAL 710 – NLC FACULTY)
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE NORTHERN LIGHTS COLLEGE ACTING ON BEHALF OF THE NORTHERN LIGHTS COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO NORTHERN LIGHTS COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (LOCAL 710 – NLC FACULTY) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 AND EXPIRING MARCH 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE TERMS OF THE SETTLEMENT ACHIEVED AT THE COMMON TABLE AND THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

To be negotiated at the Common Table.

3. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Settlement, unless otherwise specified.

4. **Appendix "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Appendix "A".


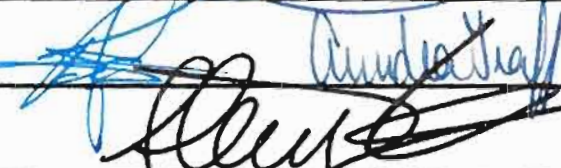
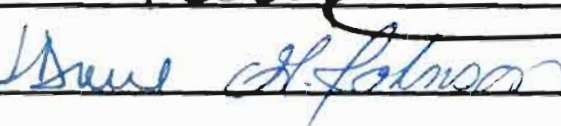
5. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Settlement and the Memorandum of Settlement from the Common Table, the parties shall recommend the approval of both Memoranda together to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.





This Memorandum of Settlement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 27th day of February, 2014.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

APPENDIX "A"

HOUSEKEEPING:

1. Words listed in Definitions Italicized
2. (New) Definition – Vacation Year
3. Article 7.5 and New Article 13 Performance Appraisal
4. Article 20 and New Article 26.12 Short Term Disability and Long Term Disability
5. Article 28.23 Chair and Program Chair
6. Appendix 1 – Excluded Classes

OTHER:

1. Article 4 - Check Off Union Dues
2. Article 28.2 – Paydays
3. Renew Memorandum of Agreement #1 Board Lodging and Transfer Regulations
4. Renew Memorandum of Agreement #4 Reading Break
5. Renew Memorandum of Agreement #5 Integration with The University of Northern B.C.
6. Renew Memorandum of Agreement #6 International Education
7. Renew Memorandum of Agreement #7 Faculty Flextime
8. Renew Memorandum of Agreement #8 Continuing Education
9. Revise Memorandum of Agreement #11 Review of Collective Agreement
10. Renew Memorandum of Agreement #12 Paydays
11. Renew Appendix A – Instructor's Salary Scale and Appendix B – List of Arbitrators

BCGEU and Northern Lights College – Faculty

HOUSEKEEPING

All words listed in "Definitions" will be italicized when used in the body of this Agreement.



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



Signed on behalf of the Employer



Dated

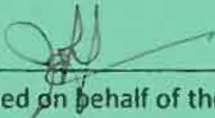
BCGEU and Northern Lights College – Faculty

HOUSEKEEPING

(New) Definitions

35. "Vacation Year" – A vacation year shall be the calendar year commencing January 1st and ending December 31st.

AGREED:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



Signed on behalf of the Employer

Feb 26, 2014

Dated

BCGEU and Northern Lights College – Faculty

HOUSEKEEPING

Article 7.5 — Instructional Evaluation

The Principals to this Agreement recognize that there is an established instructional evaluation procedure in effect.

The Employer agrees that it will consult with the Union in the event that it intends to modify the established procedure.

Article ~~10.6~~ 13 Performance Appraisal

(a) The Principals to this Agreement recognize that there is an established formal performance appraisal procedure in effect.

(b) The Employer agrees that it will consult with the Union in the event that it intends to modify the established procedure.

(a) (c) Where a formal appraisal of an employee's performance is carried out, the employee shall be given five (5) working days after receipt of the appraisal to read and review the appraisal.


(b) (d) Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an appraisal unless the signature indicates disagreement with the appraisal.


(e) (e) An employee shall, upon request, receive a copy of this appraisal at the time of signing.

(d) (f) A performance appraisal shall not be changed after an employee has signed it without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of the Agreement.


Renumber all articles affected by this change.

AGREED:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Feb 26, 2014

BCGEU and Northern Lights College – Faculty

HOUSEKEEPING

~~Article 20 Short Term Illness and Injury and Long Term Disability~~

Article 26 – Health and Welfare


26.12 Short Term Illness and Injury Disability and Long Term Disability

- (a) Employees shall be entitled to coverage for short-term illness and injury ~~disability~~ in accordance with agreed upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the parties and included as Appendix 3 to this Agreement.
- (b) The employer agrees to provide a mutually acceptable long-term disability plan.
- (c) The cost of these plans will be borne by the Employer.

AGREED:



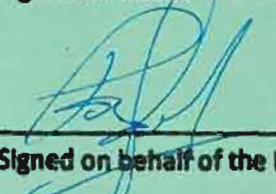
Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



Signed on behalf of the Employer

Feb 26, 2014

BCGEU and Northern Lights College – Faculty

HOUSEKEEPING


Article 28.23 Chair and Program Leader

- (b) Selection of Chair or Program Leader will be the responsibility of the appropriate Dean and will be approved through the Dean's Committee. Selections will be in accordance with Appendix 4(b).

AGREED:



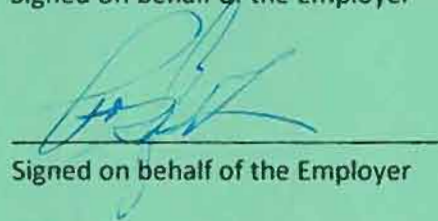
Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



Signed on behalf of the Employer

Feb 26, 2014

Dated

BCGEU and Northern Lights College – Faculty


HOUSEKEEPING

APPENDIX 1

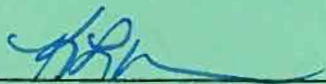
Excluded Classes

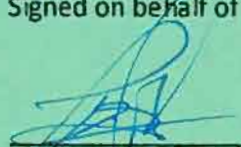
President (1)
Vice President (2)
Campus Administrator (4)
Dean (5) (4)
Associate Dean (2)
Chief Financial Officer (1)
Director of Information Technology Services (1)
Confidential Secretary (2)
Executive Assistant (1)
Payroll/Benefits Administrator (1)
Contract Services Coordinator (1)
~~Human Resources Manager~~ Director Human Resources (1)
Human Resources Advisor (2)
Administrative Assistant (2) (3)
Registrar (1)
Associate Registrar (1)
Regional Director of Facilities (1)
Executive Director - NLC Foundation (1)
Executive Director, Communications and Community Relations (1)
~~Conflict Resolution Advisor~~ (1)
~~Manager of Safety and Facility Services~~ Manager, Health, Safety and Environmental Advisor (1)
Director of Marketing and Communications (1)

AGREED:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union


Signed on behalf of the Employer

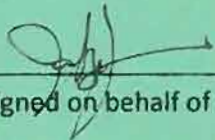
Feb 26, 2014
Dated

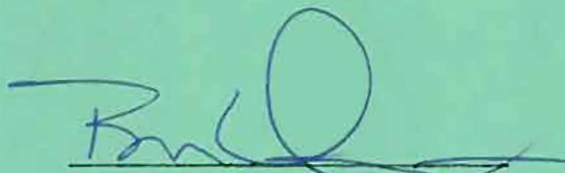
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Article 4 Check-Off of Union Dues


- (c) Deductions shall be made ~~semi-monthly~~ bi-weekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

AGREED:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union


Signed on behalf of the Employer


Feb 26, 2014
Dated

BCGEU and Northern Lights College – Faculty

Article 28.2 Paydays

- (a) Employees shall be paid at least ~~semi-monthly~~ bi-weekly ~~with paydays falling on the 15th and the last day of each month in the event the 15th or last day of the month~~ The first bi-weekly payday will fall on Friday, June 6, 2014 and will cover the pay period May 16 to May 29. Subsequent paydays and pay periods will follow at intervals of two calendars weeks. ~~In the event the 15th or last day of the month falls on a Saturday, Sunday, or paid holiday, the payday shall be the preceding regularly scheduled workday.~~

AGREED:



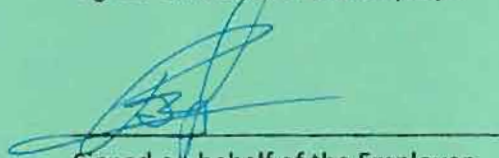
Signed on behalf of the Union



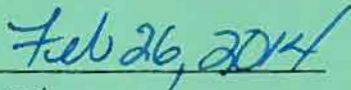
Signed on behalf of the Employer



Signed on behalf of the Union



Signed on behalf of the Employer



Dated


BCGEU and Northern Lights College – Faculty


EMPLOYER COUNTER RESPONSE TO UNION PROPOSAL #30

The employer agrees to renew the following Memorandums of Agreement:


1. Renew Memorandum of Agreement #1 Board Lodging and Transfer Regulations
2. Renew Memorandum of Agreement #4 Reading Break
3. Renew Memorandum of Agreement #5 Integration with The University of Northern B.C.
4. Renew Memorandum of Agreement #6 International Education
5. Renew Memorandum of Agreement #7 Faculty Flextime
6. Renew Memorandum of Agreement #8 Continuing Education
7. Renew Memorandum of Agreement #12 Paydays

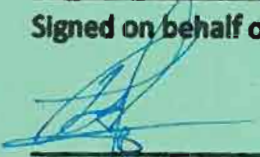
Agree:


Signed on behalf of the Union


Signed on behalf of the Union


Dated


Signed on behalf of the Employer


Signed on behalf of the Employer

BCGEU and Northern Lights College – Faculty

MEMORANDUM OF AGREEMENT #11

Committee to Review the Collective Agreement

1. The Employer and the Union agree to establish a joint committee (the Committee). The purpose of the Committee is to perform a review of the current Collective Agreement for the purpose of identifying language that:
 - a. may be in conflict;
 - b. is repetitive or has expired;
 - c. needs cross referencing;
 - d) clarify language, titles, and structure.
2. The Committee shall be made up of three representatives chosen by the Employer and up to three representatives chosen by the Union. Subject to the mutual agreement of the parties, the Committee may be supplemented by resource persons as required by the nature of the matters being discussed.
3. Any recommendations from the Committee regarding amendments to the Collective Agreement will be submitted to the parties' respective Principals for approval. For the Employer, recommendations would require ratification by the College Board of Directors and the Post-Secondary Employers' Association Board of Directors. The amended Collective Agreement will be implemented effective the date of ratification.
4. The Employer agrees that, if the parties agree to recommendations, the Employer shall schedule the necessary meeting to ensure that its Principals vote on the recommendations not later than thirty (30) days from the date on which the recommendations are completed.
5. The Employer and the Union agree that the work of the Committee is to review the Collective Agreement to clarify the existing language and structure, and not to make any substantive changes to the Collective Agreement.
6. The Committee will conclude its work no later than December 31, 2015. This Memorandum of Agreement will terminate on March 31, 2016.


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union


Signed on behalf of the Employer

Feb 26, 2014
Dated

BCGEU and Northern Lights College – Faculty

HOUSEKEEPING

Renew:

Appendix A – Instructor's Salary Scale

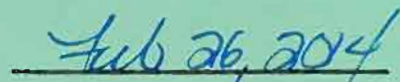
Appendix B – List of Arbitrators



Signed on behalf of the Union



Signed on behalf of the Union



Dated



Signed on behalf of the Employer



Signed on behalf of the Employer

BCGEU and Northern Lights College – Faculty

As per #7 of the Protocol Agreement for the 2014 BCGEU Colleges Faculty Common Agreement:

"Any local issues that are not resolved (i.e. withdrawn or tentatively agreed to by March 7th) will be advanced to the common table for negotiations during the week of March 31st".

The Parties agree the following issues were not resolved:

UNION PROPOSAL 7:

Delete Memorandum of Agreement #3.

Delete Content of Appendix 3-Short-Term Disability

Rename Appendix A-Short-Term Disability to Appendix A- Weekly Disability Income and Long-Term Disability.

Insert Manulife's Policy Summary (Policy G0039944) into Appendix A-Weekly Disability Income and Long-Term Disability, including the text of the following sections:

- Section I: General Provisions**
 - A. Eligibility**
 - B. Effective Date of Coverage**
 - C. Proof of Claim and Ongoing Disability**
 - D. Death of Claimant**
 - E. Leave of Absence, Layoff, or Strike**
- Section II: Weekly Disability Income**
 - A. Definition of Disability**
 - B. Qualifying Period**
 - C. Benefits**
 - D. Integration with Other Disability Income**
 - E. Rehabilitation**
 - F. Subrogation**
 - G. Successive Disabilities**
 - H. Duration of Benefits**
 - I. Exclusions**
 - J. Exclusions and Limitations**
 - K. Partial Disability Benefits**
- Section III: Long-Term Disability**
 - A. Definition of Disability**
 - B. Qualifying Period**
 - C. Benefits**
 - D. Integration with other Disability Income**
 - E. Subrogation**
 - F. Successive Disabilities**
 - G. Duration of Benefits**
 - H. Exclusions and Limitations**

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- Section IV:
- I. Pre-existing Conditions
 - J. Adjudication of Claims
 - K. Canadian Currency
 - L. Rehabilitation
 - M. Partial Disability Benefits
 - General Policy Provisions
 - A. Employer Eligibility
 - B. Basis for Insurance
 - C. Definitions
 - D. Canadian Residency Requirement
 - E. Policy Provisions
 - F. Termination of Policy
 - G. Termination of Employees Insurance
 - H. Premium Payment
 - I. Non-participating Policy

UNION PROPOSAL 11:

Article 12 Service Career Policy

1-1 12.1 Appointments

All appointments to the College shall be based on merit and seniority.

1-2 12.2 Determination of Merit

The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment in the College, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned.

The Employer and the Union agree to establish a joint committee which will determine the procedures to be followed in considering the factors used to determine merit. The Joint Committee will have an equal number of members representing the Union and the Employer and shall meet at the call of either party.

1-3 12.3 Postings

(a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days. Such postings shall be throughout the College as deemed necessary by the College Board. The Joint Committee may recommend to the College Board the appropriate area of competition for each classification or group of classifications.

(b) The notice of postings shall contain the following information:

Nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

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(c) Notices shall be posted on the appropriate bulletin board at least seven (7) working days prior to the closing date of the competition, except as recommended by the Joint Committee referred to in Section 2 above and except as provided for in Article 7.9 of this Agreement.

1-4 12.4 Selection Panels

Selection panels shall be convened in accordance with the established practice of the College Board. The Chairperson of all selection panels shall be appointed by the President.

Renumber current articles from 12.5 to 12.13.

UNION PROPOSAL 13

New

Article 12 Postings and Appointments

12.12 Appointments Without Posting

In extraordinary and emergent circumstances, the College may make an appointment to the bargaining unit without posting the position. The appointment made under this article must meet the following conditions:

- (a) the position becomes vacant within seven (7) days of its start date;
- (b) the appointment is made within seven (7) days of the appointment's start date;
- (c) the maximum duration of the appointment is thirty (30) days;
- (d) all qualified members of the bargaining unit are given the opportunity to fill the position;

In the event that the appointment without posting is extended, the position will be posted in accordance with Article 12. If the employee filling this position applies for the extended position and can perform the duties of the position, he/she will be awarded the position if no other internal candidate applies.

UNION PROPOSAL 15

Article 28.20 Increments

(b) Service Increments - An Appendix 2(a) full-time regular employee is entitled to one increment on the basic salary scale for each one thousand five hundred and sixty-six (1,566) hours of service to the College until he/she reaches the maximum step. An Appendix 2(b) full-time regular employee is entitled to one (1) increment on the basic salary scale for each one thousand eight hundred and twenty-seven (1,827) hours of service to the College until he/she reaches his/her maximum step. Part-time regular employees will receive an increment once they

BCGEU and Northern Lights College – Faculty

~~have completed the equivalent hours of service. Non-regular employees shall receive increments on the same basis as regular employees.~~

An Appendix 2(a) full-time non-regular employee is entitled to one increment on the basic salary scale for each thirteen hundred and five (1305) hours of service to the College until he/she reaches the maximum step. An Appendix 2(b) full-time non-regular employee is entitled to one (1) increment on the basic salary scale for each fifteen hundred and twenty-two point five (1522.5) hours of service to the College until he/she reaches his/her maximum step. Part-time non-regular employees will receive an increment once they have completed the equivalent hours of service.

UNION PROPOSAL 18

~~Delete~~

~~Memorandum of Agreement #2 ——— Deferred Salary Leave Plan~~

~~The Employer will undertake an investigation into the details and feasibility of a Plan, as provided in Article 7.11 of the Common Agreement, which may accommodate an employee's participation in a deferred salary leave plan.~~

~~Once the investigation and research has been completed, the parties will meet and develop the plan.~~

UNION PROPOSAL 24

Article 1.1 Purpose of Agreement

~~The parties to this Agreement recognize "The Northern Lights College Mission Statement" as stated in Appendix 4A.~~

- ~~(a) Accordingly, the The purpose of this Agreement is to promote and improve the development, promotion, and delivery of the services provided by Northern Lights College.~~
- ~~(b) The terms and conditions contained in the body of this Agreement are designed to promote harmonious relations and to facilitate the peaceful and amicable settlement of disputes and misunderstandings between the parties to this Agreement.~~

EMPLOYER PROPOSAL:

14.9 Night Courses - DELETE

~~Instructors shall not have to teach more than six (6) hours of night courses per week as part of their regular workload without the consent of the Bargaining Principals.~~

BCGEU and Northern Lights College – Faculty

EMPLOYER PROPOSAL

14.11 Work Week

The normal ~~standard~~ work week for all employees shall be Monday-to-Friday ~~five (5) consecutive days followed by two (2) consecutive days of rest.~~

EMPLOYER PROPOSAL

28.7 Payment of Instructors for Credit Courses and General Interest Courses

- a) Payment of Instructors for general interest courses will be established solely by the College and subject to demand.
- b) Payment of Instructors for credit courses will be in accordance with the Collective Agreement except as provided below:
 - (1) Non-Regular Employees teaching Continuing Education or Work Force Training courses working in excess of six (6) hours per day will be entitled to overtime only after they have worked in excess of 30 hours in a given week.
 - (2) If a Regular Employee voluntarily teaches a Continuing Education or Work Force Training course the Employee cannot compound the positions held or the related instructional hours and the course shall not be considered part of his or her workload.

Signed on behalf of the Union

Signed on behalf of the Union

Dated



Signed on behalf of the Employer



Signed on behalf of the Employer

BCGEU and Northern Lights College – Faculty

March 14, 2014 – NLC Proposal

ARTICLE 28.20 INCREMENTS

(b) *Service Increments* - An Appendix 2(a) full-time regular employee is entitled to one increment on the basic salary scale for each one thousand five hundred and sixty-six (1,566) hours of service to the College until he/she reaches the maximum step. An Appendix 2(b) full-time regular employee is entitled to one (1) increment on the basic salary scale for each one thousand eight hundred and twenty-seven (1,827) hours of service to the College until he/she reaches his/her maximum step. Part-time regular employees will receive an increment once they have completed the equivalent hours of service. ~~Non-regular employees shall receive increments on the same basis as regular employees.~~

An Appendix 2(a) full-time non-regular employee is entitled to one increment on the basic salary scale for each thirteen hundred and five (1305) hours of service to the College until he/she reaches the maximum step. An Appendix 2(b) full-time non-regular employee is entitled to one (1) increment on the basic salary scale for each fifteen hundred and twenty-two point five (1522.5) hours of service to the College until he/she reaches his/her maximum step. Part-time non-regular employees will receive an increment once they have completed the equivalent hours of service as required by a full-time non-regular employee.

AND

28.7 PAYMENT OF INSTRUCTORS FOR CREDIT COURSES AND GENERAL INTEREST COURSES

a) Payment of instructors for general interest courses will be established solely by the College and subject to demand.

b) Payment of instructors for credit courses will be in accordance with the Collective Agreement **except as provided below:**

(1) Non-Regular Employees teaching Continuing Education or Work Force Training courses working in excess of eight (8) hours per day or working in excess of thirty (30) hours in a given week will be entitled to overtime as per Article 17.6.

The Employer and the Union agree that the outstanding issues referenced in the local Memorandum of Settlement dated February 27th, 2014 have been resolved and that the amendments in this document represent a full and final settlement of all local issues and will form a part of the local Memorandum of Settlement.