

MEMORANDUM OF SETTLEMENT

between

NORTH ISLAND COLLEGE

(hereinafter called "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) (LOCAL 3479)

(hereinafter called "the Union")

*"Errors and omissions Excepted"*

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

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF CUPE LOCAL 3479 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CUPE LOCAL 3479 MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

**3. Effective Dates**

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

**4. SCHEDULE "A"**

Offer of Settlement, agreed to on May 1, 2020

**5. SCHEDULE "B"**

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

## 6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

## 7. Ratification

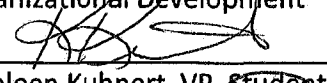
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

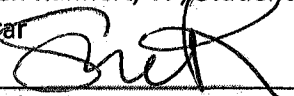
**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

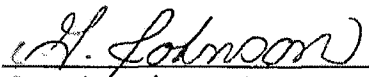
Signed this 8 day of May, 2020.

### BARGAINING REPRESENTATIVES FOR THE EMPLOYER:


  
Ken Crewe, Director Human Resources &  
Organizational Development

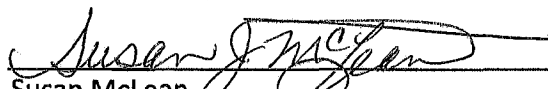
  
Kathleen Kuhnert, VP, Student Services &  
Registrar

  
Sue Fleck, Director, Finance

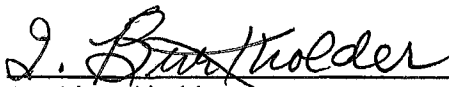
  
Georgina Johnson, Director of Labour  
Relations, PSEA

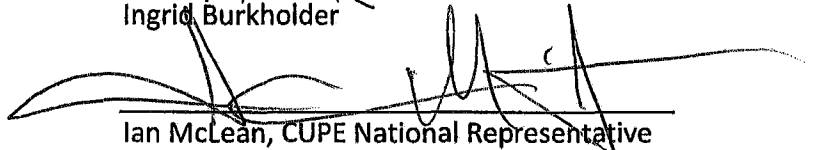
### BARGAINING REPRESENTATIVES FOR THE UNION:

  
Michelle Waite, President CUPE, Local 3479

  
Susan McLean

  
Zack Chang

  
Ingrid Burkholder

  
Ian McLean, CUPE National Representative

# SCHEDULE A

## OFFER OF SETTLEMENT

Between the

NORTH ISLAND COLLEGE  
(hereinafter called "the Employer")

And the

CANADIAN UNION OF PUBLIC EMPLOYEES  
(LOCAL 3479)  
(hereinafter called "the Union")

*"Errors and omissions Excepted"*

DATE: APRIL 28, 2020

### Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors, conclude the ratification of their 2019-2022 Collective Agreement.

This Offer is valid until MAY 4, 2020.

### HOUSEKEEPING:

All tentatively agreed to Housekeeping language (attached):

3 UNION SECURITY  
14.05 SHORT CHANGE OVER  
27.02 EMPLOYEE BENEFITS

## 27.10 CANADA SAVINGS BONDS

Change Numbering for Consistency throughout the Document - (3.5) TO (3 ½)

24.04 Change Bullets to a), b), c).

26.02 add "S" TO SCHEDULE

SCHEDULE A – Remove references to the ESD

SCHEDULE B – Remove references to the ESD

MOU – ECONOMIC STABILITY DIVIDEND - DELETE

### HOUSEKEEPING:

Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.

### ARTICLE 1 – PREAMBLE

#### 1.05 DEFINITION OF EMPLOYEES

##### b) Temporary Employees

Are those employees hired for a specified period of time not exceeding twelve (12) months of continuous service. Exceptions to this could arise through maternity/parental leave, deferred salary leave, and when an employee is in receipt of Workers' Compensation, Short Term Disability or Long Term Disability benefits.

In addition, by mutual agreement, an assignment may exceed twelve (12) months as a result of a special project.

Temporary employees with assignments less than twelve (12) months are excluded from the provisions of the following Articles in this Agreement.

Article 11 - Seniority

Article 12 - Layoff and Recall (12.01 (b), (c), (d), (e), (g), and 12.02)

Article 17 - Vacations (excluding % in lieu)

Article 18 - Sick Leave (18.04, 18.08, 18.09, 18.10)

**Article 19 Career Development, Education and Training (19.05)**

Article 20 - Special and Other Leave (20.02, 20.03, 20.067)

Article 23 - Technological Change (23.03, 23.04, 23.05)

Article 27 - Employee Benefits (except Health and Welfare Benefits as noted below)

~~Article 29 – General Conditions (29.01 and 29.04)~~

Temporary employees with assignments of four (4) months or more, or an accumulation of temporary service of four (4) months in a twelve (12) month period, that are at least an average of seventeen and one-half (17 ½) hours to week, shall be paid an additional five percent (5%) in lieu of health and welfare benefits.

## ARTICLE 21 – PREGNANCY/PARENTAL LEAVE

The Parties agree to amend the maternity and parental leave language in the local collective agreement to align with the new provincial employment standards legislation.

The Parties also agree to amend the existing Supplemental Employment Benefit (SEB) Plan language in the local collective agreement to align with the new Employment Insurance legislation on a cost neutral basis, such that:

An employee will elect to take either standard or extended parental leave. If the employee elects to take extended parental leave, the total amount of the supplemental employment benefit as calculated for the standard leave will be spread out and paid over a total period not exceeding sixty-one weeks. In no event will the employee receive more supplemental employment benefit than he/she would have received during a standard parental leave. Payroll will make this calculation.

The above noted amendments shall be completed by the local parties through the labour management committee following ratification of this agreement and submitted to the bargaining principals for ratification.

## SUBSTANTIVE:

### 1.05 b) TEMPORARY EMPLOYEES

Temporary employees with assignments of four (4) months or more, or an accumulation of temporary service of four (4) months in a twelve (12) month period, that are at least an average of seventeen and one-half (17½) hours per week, shall be paid an additional five percent (5%) lieu of health and welfare benefits. **Effective July 1, 2020, this amount shall be increased to seven percent (7%).**

## 3.03 LABOUR ADJUSTMENT

### a) EMPLOYER COMMITMENTS

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

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the Employer.

It is incumbent upon the Employer to communicate effectively with their employees and the Unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

b) MENU OF LABOUR ADJUSTMENT STRATEGIES

To minimize layoffs, the following menu of Labour force adjustment strategies will be considered and whenever reasonably possible, offered at the appropriate time in the employee reduction process:

- Job sharing.
- Reduced hours of work through partial leaves.
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the Municipal Pension Plan, where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Retraining.
- ~~Trial retirement.~~
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

c) LAYOFFS MAY OCCUR

Once strategies other than layoff have been explored, the Employer may proceed, if need be, to layoffs. For those affected by layoff, the System-Wide Electronic Job Registry will be available.

ARTICLE 7 – EMPLOYER-UNION RELATIONS

7.05 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be appointed by the Union and shall consist of three (3) members of the Union. The Union shall have the right at any time to have the assistance of the **Local Union President** and the members of the staff of the Union when negotiating with the Employer.

ARTICLE 9 – ARBITRATION

9.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed in writing to the other party of the Agreement.

An arbitrator shall be selected by the parties in order of rotation from the following list:

Chris Sullivan

Stan Lanyon

John Kinzie

David McPhillips

If the parties cannot agree upon the arbitrator, the Minister of Labour shall be requested to make the appointment pursuant to Section 86 of the Labour Relations Code of B.C.

~~If either party wishes a grievance to be heard by a three (3) person Arbitration Board rather than a single Arbitrator, they shall notify the other party at the time they indicate a grievance is proceeding to arbitration. Within five (5) days thereafter, both parties shall answer by registered mail indicating the name and address of its appointee to the Board. The impartial chairperson shall be selected by the parties from the above list in rotational order.~~

#### ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

##### 10.01 BURDEN OF PROOF

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

##### **NEW 10.02 RIGHT OF REPRESENTATION**

An employee has the right to have a union steward or a union representative present at disciplinary meetings.

##### 14.05 SHORT CHANGE OVER

- (a) ~~If shifts are scheduled so that there are not twenty four (24) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty four (24) hour period. This provision shall not apply to employees with less than full time hours who are offered and accept additional temporary hours of work.~~

Effective January 1, 2016, if shifts are scheduled so that there are not ~~twenty two (22)~~ **thirteen (13)** hours between the ~~start~~ end of an employee's shift and the start of the next shift, overtime rates apply to the hours worked on the succeeding shift within the ~~twenty two (22)~~ **thirteen (13)** hour period. This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.

This Article shall not apply to employees sharing evening work in the Centres/Campuses. Hours of evening work may vary in start time and end time, depending on the arrangements mutually

agreed to by supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.

- (b) The Union will be informed, in writing, of shift arrangements (i.e., current, new, and altered). New or altered evening shift arrangements will not take effect until the Union has had the opportunity to discuss the arrangements with the affected CUPE members and the College. Such discussion will take place within five (5) working days of the notification to the Union.
- (c) Affected employees will be provided with written confirmation of an existing arrangement, written notice of a new arrangement, or written notice of an altered arrangement, according to the situation that applies.
- (d) "Shift Changes" will be included as a regular agenda item for consideration and discussion by the NIC/CUPE Local 3479 Labour Management Committee.

#### **NEW 18.XX - LEAVE FOR DOMESTIC VIOLENCE**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

#### **ARTICLE 19.04 CAREER DEVELOPMENT FUND**

The Employer and the Union shall establish a jointly administered Career Development Fund.

~~On April 1st of each year, six thousand dollars (\$6,000) shall be placed in that fund, paid eighty percent (80%) by the Employer and twenty percent (20%) by the Union. Funds remaining at the end of the year shall be carried forward to the following year. On April 1st of each year, six thousand dollars (\$6,000) shall be placed in that fund, paid eighty percent (80%) by the Employer and twenty percent (20%) by the Union. Funds remaining at the end of the year shall be carried forward to the following year.~~

A joint committee shall be established to administer the fund and approve requests for career development. The committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union.

Guidelines for the administration of the Career Development Fund will be developed and maintained by the joint committee and approved by North Island College and CUPE, Local 3479.



Activities that relate to a private business, a retirement plan, or personal interests and hobbies are not eligible for career development funds.

Employees must fully explain on their application for career development funds how the education and training activity meets the criteria for eligibility as set out in this Article. The application form will provide instructions to employees that are clear in this regard.

Decisions of the joint committee are subject to:

- a) Reconsideration by the joint committee; and,
- b) Appeal to the Labour Management Committee.

#### 19.06 – PRIOR LEARNING ASSESSMENT FUND

The parties agree to establish a Prior Learning Assessment Fund to be administered by the Career Development Fund Joint Committee as per Clause 19.04. On April 1<sup>st</sup> of each year, the Employer shall deposit two thousand dollars (\$2,000) in the PLA Fund **and the Union shall deposit one thousand two hundred dollars (\$1,200).** Any unused funds shall be transferred to the Career Development Fund annually.

#### ARTICLE 24 – PROMOTION AND STAFF CHANGES

##### 24.01 - JOB POSTINGS

- c) Pursuant to Article 1.05 (b) temporary positions will normally be converted to regular status and posted if continued beyond ten (10) months in an eighteen (18) month period. If the temporary employee is successful in that job competition, on completion of the probation period, seniority will be backdated to include time in that particular job as a temporary. **The Employer may reduce or waive the probationary period as otherwise required in Article 11.03.**

##### 24.05 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

- a) In making promotions, transfers, or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are relatively equal, seniority shall be the determining factor.
- b) Testing ~~is may be~~ required to ensure that candidates have the necessary skills, knowledge and abilities for support staff positions at the College. Test results will be kept on file for a period of two (2) years. ~~Each position~~ **Positions** at the College ~~has may have~~ specific testing requirements and these testing requirements shall be relevant to the position.

## 27.02 EMPLOYEE BENEFITS

NOTE: Full details of Health and Welfare Benefit Plan provisions are appended to this Agreement.

The liability of the Employer in the provisions of the benefits under this Article is limited to the protection purchased under the terms of the contracts entered into with the carrier and shall be maintained at the current coverage level, or better, in effect on September 1, 1991.

a) Medical Services Plan

~~Eligible employees and their dependents may join M.S.P. on the first of the month after beginning employment with the College.~~

The parties recognize that the method of funding the Medical Services Plan (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 2014-2019 collective agreement

b) Remains the same.

c) The following improvements were implemented on June 1, 2002:

### EXTENDED HEALTH BENEFITS

i) Remains the same.

ii) **Effective July 1, 2020**, hearing aid benefit claims will be to a maximum of ~~six hundred dollars (\$600.00)~~ **one thousand dollars \$1,000** every ~~five (5)~~ **three (3)** years.

iii) **Effective July 1, 2020**, Vision care benefit claims, including eye glasses and laser eye surgery, will be to a maximum of ~~five hundred dollars (\$500.00)~~ **six hundred and fifty dollars (\$650.00)** every two (2) years.

**While not to be included in the Collective Agreement, effective July 1, 2020, Orthodontia Services will be increased from \$2,000 to \$3,500 lifetime maximum.**

iv) Remains the same.

v) Remains the same.

vi) Remains the same.

- vii) Remains the same.
- viii) Remains the same.
- d) ~~Effective February 1, 2013, prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.~~

### 27.03 Employee Eligibility

- a) Remains the same
- b) Remains the same
- c) **NEW – Effective July 1, 2020, regular employees working less than seventeen and one-half (17 ½) hours per week shall receive seven (7%) percent in lieu of benefits.**

### 28.02 DISABILITY AND REHABILITATION

In the event an employee becomes disabled and is no longer able to perform the duties of the position they have most recently occupied, the **Union President and the Director of Human Resources or designate will meet to discuss labour relations issues related to alternate employment. Labour Management Committee shall meet to discuss alternative employment and rehabilitation.**

### ARTICLE 33 TERM OF AGREEMENT

This Agreement shall be binding and remain in effect for ~~sixty (60)~~ **thirty-six (36)** months from July 1, ~~2014 2019~~ to June 30, ~~2019 2022~~ inclusive, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at any time within four (4) months immediately preceding the expiry of the agreement. Where notice is not given by either party sixty (60) days or more prior to the expiry of this agreement, both parties shall be deemed to have given notice sixty (60) days prior to the expiry.

### WAGE INCREASE

Collective Agreement will be updated as follows:

- Effective July 1, 2019 all wage scales in the collective agreement which were in effect on June 30, 2019 shall be increased by two percent (2%)\* The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2020, all wage scales in the collective agreement which were in effect June 30, 2020 shall be increased by two percent (2%)\* The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- Effective July 1, 2021, all wage scales in the collective agreement which were in effect June 30, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

\*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for North Island College and were part of the bargaining unit between July 1, 2019 and the date of ratification must apply to North Island College within **twelve (12) weeks** of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

#### SCHEDULE B:

#### **PAY FOR CO-OP STUDENT AND APPRENTICE – EFFECTIVE JULY 1, 2020**

~~July 1, 2014 to June 30, 2019 (Hourly)~~

July 1, 2014	\$12.48
July 1, 2015 <sup>1</sup>	\$12.60
May 1, 2016 <sup>1,2,3</sup>	\$12.60
July 1, 2016 <sup>1,3</sup>	\$12.66
May 1, 2017 <sup>1,2,3</sup>	\$12.79
July 1, 2017 <sup>1,3</sup>	\$12.85
May 1, 2018 <sup>1,2,3</sup>	\$12.98
July 1, 2018 <sup>1,3</sup>	\$13.04
May 1, 2019 <sup>1,2,3</sup>	\$13.17

<sup>1</sup> Effective the first day of the first full pay period after the date(s) indicated in table above.

<sup>2</sup> See Appendix B – Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup> Annual wage rates to be determined depending on the ESD.

#### **NEW - CO-OP STUDENTS – EFFECTIVE JULY 1, 2020**

Step	Pay Grade Scale
1	A

## **MEMORANDUM OF AGREEMENT**

### **Subject: Definition of Temporary and Casual Employees**

The Parties will form a committee consisting of not more than two members of the CUPE bargaining unit, and an equal number of management appointments to discuss ~~employee definitions~~ **the definition of a casual employee** ~~Specifically, the committee will discuss the definitions for temporary and casual workers and temporary and including entitlements in the collective agreement.~~

The committee shall ~~meet prior to December 31, 2021.~~ **complete their duties by December 31, 2016.**

The ~~parties committee~~ will make recommendations to their principals. ~~Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.~~ **Any recommendations a party is interested in adopting will be brought forward in the next round of collective bargaining.**

This Memorandum of Agreement will terminate on December 31, ~~2021~~ **2016** and will only be renewed with agreement of both the Union and the Employer.

## **NEW – LETTER OF UNDERSTANDING #XX**

### **Subject: Service Improvement Fund**

A Service Improvement Fund will be established to support specific types of employee training and professional development activities that enhance the delivery of services to students. Examples of appropriate activities include but are not limited to: indigenous cultural competencies, mental health and crisis management, working with persons with disabilities, communications, conflict resolution, etc.

The amount allocated by North Island College to the fund each year will be in accordance with the following schedule:

**Year 1: \$ 9,000 - on date of ratification of collective agreement**

**Year 2: \$ 28,000 - on July 1, 2020 or date of ratification, whichever is later**

**Year 3: \$ 56,000\* - on July 1, 2021**

**\* Year 3 represents the amount of ongoing funding for this initiative.**

**For years 1 and 2, funds not expended at the end of one year will be carried forward for one additional year.**

**For year 3 and beyond, funds not expended at the end of one year will not be carried forward.**

**Subject to the provisions of this LOU, the Career Development Fund Committee will administer the Service Improvement Fund. Guidelines for the administration of the Service Improvement Fund will be developed and maintained by this Committee and approved by North Island College and CUPE, Local 3479.**

An employee, a group of employees or the Employer may apply to the fund to cover the cost of training or professional development activities. Applications must contain a full explanation of how the training or professional development activity enhances the delivery of services to students. The Committee shall review and approve applications. The parties agree that there will be no expenditure of funds if the committee members fail to reach consensus.

**NEW: LETTER OF UNDERSTANDING**

**Subject: Compressed Work Week Schedules**

**Preamble:**

North Island College (the Employer) and CUPE Local 3479 (the Union) agree to consider proposals to implement modified or compressed work week schedules for employees in departments of the Employer that would entail shift schedules for participating employees that fall outside the normal hours of work requirements of the Collective Agreement between the parties.

It is understood that Compressed Work Week schedules cannot be implemented in all service areas due to the operational requirements of the Employer.

Such proposed schedules may be approved, implemented and maintained in accordance with the principles outlined below.

**Principles:**

1. The Compressed Work Week (CWW) schedule must not produce any additional cost (i.e. overtime, additional staffing requirements, benefits or leave costs) nor create any reduction in service levels of the department implementing the CWW as determined by the supervising Manager/Director.
2. The proposal to implement a CWW schedule must be generated by the participating employees, be conditionally approved by the supervising Manager/Director of the department and approved by the Employer's Senior Leadership Team.
3. Once approved as outlined in (2) above, the detailed provisions of the CWW schedule must also be agreed to in writing by a representative of the Employer and the Union in a separate document specific to each proposed CWW. These CWW schedule agreements will outline details regarding the compressed work schedule, leave provisions and other terms specific to the CWW schedule. Such CWW schedule agreements do not form part of the Collective Agreement between the parties.
4. An approved CWW schedule must be piloted for a minimum period of one-year, with mid-term and end-of-pilot reviews conducted to ensure it is operating appropriately without any service level impairment or other unforeseen issues. If the pilot is successful, the CWW schedule may be implemented on an indefinite basis, subject to (5) below.

5. A CWW schedule, either in the pilot phase, or following the pilot phase, may be terminated at the discretion of the supervising Manager/Director due to operational considerations as determined by the Manager/Director, following discussion at the Labour Management Committee and provision of a minimum three weeks' notice to participating employees. The supervising Manager/Director may also temporarily suspend a CWW schedule should circumstances arise that create a temporary staffing shortage (i.e., longer term absence or vacancy) without the provision of notice.

This Letter of Understanding will expire June 30, 2022 and will only be renewed with the agreement of both the Union and the Employer.

**NEW - LETTER OF UNDERSTANDING # XX**

**Subject: Public Sector General Wage Increase**

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, 2018 and the first three (3) years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Collective Agreement will be adjusted on the third anniversary of the 2019-2022 Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustment, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Understanding will be in effective during the term of the 2019-2022 Collective Agreement.

**AGREED TO BY THE PARTIES THRU EMAIL ON MAY 1, 2020.**

## SCHEDULE B

The following attached language changes were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.

	Decription	Date signed
1	Correct numbering for consistency throughout document – <del>(3.5)</del> hours to <b>(3 ½)</b> hours.	Feb. 7, 2020
2	24.04 Change bullets in clause to a), b), and c).	Feb. 7, 2020
3	26.02 Add "s" to "Schedule" (refers to more than one schedule).	Feb. 7, 2020
4	SCHEDULE A: HOURLY RATES OF PAY – JULY 1, 2014 to JUNE 30, 2019  <del>Remove references to the Economic Stability Dividend (ESD)</del>  SCHEDULE B: PAY FOR CO-OP STUDENT AND APPRENTICE  <del>Remove references to the Economic Stability Dividend (ESD)</del>	Feb. 7, 2020
5	ARTICLE 3 – UNION SECURITY  All employees covered by this Agreement, as a condition of continued employment shall <b>within thirty (30) days of employment</b> , become and remain members in good standing of the Union according to the constitution and by-laws of the Union, and shall authorize release to the Union information as listed in Article 4.03 Remittance. <del>All new employees shall, as a condition of continued employment, become and remain member in good standing in the Union within thirty (30) days of employment.</del>	Feb. 7, 2020
6	<del>14.05 SHORT CHANGE OVER</del>  (a) <del>If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24) hour period. This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.</del>	Feb. 7, 2020



	<p><del>Effective January 1, 2016,</del> If shifts are scheduled so that there are not twenty-two (22) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to the hours worked on the succeeding shift within the twenty-two (22) hour period. This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.</p> <p>This Article shall not apply to employees sharing evening work in the Centres/Campuses. Hours of evening work may vary in start time and end time, depending on the arrangements mutually agreed to by supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.</p> <p>(b) The Union will be informed, in writing, of shift arrangements (i.e., current, new, and altered). New or altered evening shift arrangements will not take effect until the Union has had the opportunity to discuss the arrangements with the affected CUPE members and the College. Such discussion will take place within five (5) working days of the notification to the Union.</p> <p>(c) Affected employees will be provided with written confirmation of an existing arrangement, written notice of a new arrangement, or written notice of an altered arrangement, according to the situation that applies.</p> <p>(d) "Shift Changes" will be included as a regular agenda item for consideration and discussion by the NIC/CUPE Local 3479 Labour Management Committee.</p>	
7	<p>27.02 Employee Benefits</p> <p><i>NOTE: Full details of Health and Welfare Benefit Plan provisions are appended to this Agreement.</i></p> <p>The liability of the Employer in the provisions of the benefits under this Article is limited to the protection purchased under the terms of the contracts entered into with the carrier and shall be maintained at the current coverage level, or better, in effect on September 1, 1991.</p> <p>a) Remains the same b) Remains the same c) <del>The following improvements were implemented on June</del></p>	Feb. 7, 2020

~~1, 2002;~~

#### EXTENDED HEALTH BENEFITS

- ix) Total lifetime coverage level will be unlimited. ~~Effective January 1, 2016, the Extended Health Benefits plan will be amended such that~~ includes an individual, couple, and family deductible of twenty-five dollars (\$25.00) per calendar year ~~will be implemented.~~
- x) Hearing aid benefit claims will be to a maximum of six hundred dollars (\$600.00) every five (5) years.
- xi) ~~Vision care benefit claims, including eye glasses and laser eye surgery, will be to a maximum of two hundred and fifty dollars (\$250.00) every two (2) years. Effective January 1, 2016, vision~~ care benefit claims, including eye glasses and laser eye surgery, will be to a maximum of five hundred dollars (\$500.00) every two (2) years.
- xii) ~~Amendment of Plan A that includes a revision of dental recall exams (polishing, application of fluoride and recall) to once every nine (9) months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that~~ ~~the new recall will be nine months from the last recall.~~

#### BENEFIT ENTITLEMENT FOR PART-TIME REGULAR EMPLOYEES

- xiii) Part-time employees with regular appointments of at least seventeen and one half (17 1/2) hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the Collective Agreement.

#### PARAMEDICAL SERVICES

- xiv) ~~The following~~ Paramedical services for treatment provided by licensed practitioners as follows: ~~will be implemented effective July 1, 2004;~~

	<p>Chiropractor \$500.00 per calendar year  Podiatrist \$500.00 per calendar year  Masseur or Masseuse \$500.00 per calendar year  Speech Therapist \$500.00 per calendar year  Naturopath \$500.00 per calendar year  Clinical Psychologist \$500.00 per calendar year  Acupuncturist \$500.00 per calendar year  Physiotherapist Unlimited</p> <p>vii) <del>Effective July 1, 2005, employees will be reimbursed a total of seventy five (\$75) every two (2) years for vision exams. Effective January 1, 2016,</del> Employees will be reimbursed a total of one hundred dollars (\$100.00) every two (2) years for vision exams.</p> <p>The liability of the Employer in the provision of benefits shall be limited to the level of benefit agreed to between North Island College and CUPE, Local 3479 upon ratification of this Collective Agreement.</p>	
8	<p><del>27.10 CANADA SAVINGS BONDS</del></p> <p><del>Upon receipt of instructions from an employee, the Employer shall arrange payroll deductions for Canada Savings Bonds.</del></p>	Feb. 7, 2020
9	<p>Delete: Memorandum of Understanding on Economic Stability Dividend</p>	Feb. 7, 2020

### Housekeeping

Effective the date of ratification unless otherwise stated, the employer and union agree to the following housekeeping amendments. This proposal is not intended to change the interpretation of the collective agreement.

### ARTICLE 3 – UNION SECURITY

All employees covered by this Agreement, as a condition of continued employment shall **within thirty (30) days of employment**, become and remain members in good standing of the Union according to the constitution and by-laws of the Union, and shall authorize release to the Union information as listed in Article 4.03 Remittance. ~~All new employees shall, as a condition of continued employment, become and remain member in good standing in the Union within thirty (30) days of employment.~~

AGREED:

On behalf of North Island College

K. Awe

H. Godman

On behalf of the CUPE Local No. 3479

H. Warrick

[Signature]

Date: Feb 7, 2020



## Housekeeping

Effective the date of ratification unless otherwise stated, the employer and union agree to the following housekeeping amendments. This proposal is not intended to change the interpretation of the collective agreement.

### ~~DELETE: MEMORANDUM OF UNDERSTANDING ON THE ECONOMIC STABILITY DIVIDEND~~

#### ~~Re: ECONOMIC STABILITY DIVIDEND~~

#### ~~Definitions~~

~~1. "Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.~~

~~"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.~~

~~"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.~~

~~"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year'.~~

~~"Calendar year" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.~~

~~"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.~~

~~"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.~~

~~"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "*Real Gross Domestic Product at Market Prices*" currently in November of each year.~~

#### ~~The Economic Stability Dividend~~

~~2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.~~



3. ~~Employees will receive a general wage increase (GWI) equal to one-half (½) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.~~

4. ~~For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).~~

#### **Annual Calculation and publication of the Economic Stability Dividend**

5. ~~The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.~~

6. ~~The timing in each calendar year will be as follows:~~

- ~~(i) February Budget Forecast GDP for the upcoming calendar year;~~
- ~~(ii) November of the following calendar year Real GDP published for the previous calendar year;~~
- ~~(iii) November Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;~~
- ~~(iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.~~

7. ~~For greater clarity and as an example only:~~

~~For collective agreement year 3 (2016/17):~~

- ~~(i) February 2015 Forecast GDP for calendar 2015;~~
- ~~(ii) November 2016 Real GDP published for calendar 2015;~~
- ~~(iii) November 2016 Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;~~
- ~~(iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend~~
- ~~(v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.~~

#### **Availability of the Economic Stability Dividend**

8. ~~The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).~~

North Island College & CUPE Local No. 3479

**Allowable Method of Payment of the Economic Stability Dividend**

9. ~~Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.~~

AGREED:

On behalf of North Island College

Ken Lowe

A. Johnson

Date: Feb 7, 2020

On behalf of the CUPE Local No. 3479

M. White

[Signature]



### Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments. This proposal is not intended to change the interpretation of the collective agreement.

1. Correct numbering for consistency throughout document – ~~(3.5)~~ hours to **(3 ½)** hours.
2. Change bullets in 24.04 Change to a), b), c).
3. 26.02 Add “s” to “Schedule” (refers to more than one schedule).
4. SCHEDULE A: HOURLY RATES OF PAY – JULY 1, 2014 to JUNE 30, 2019  
~~Remove references to the Economic Stability Dividend (ESD)~~
5. SCHEDULE B: PAY FOR CO-OP STUDENT AND APPRENTICE  
~~Remove references to the Economic Stability Dividend (ESD)~~

AGREED:

On behalf of North Island College

Ker Cwe  
H. Johnson

On behalf of the CUPE Local No. 3479

Wate  
[Signature]

Date: Feb 7, 2020



## Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments. This proposal is not intended to change the interpretation of the collective agreement.

### 27.02 EMPLOYEE BENEFITS

NOTE: Full details of Health and Welfare Benefit Plan provisions are appended to this agreement.

The liability of the Employer in the provision of the benefits under this Article is limited to the protection purchased under the terms of the contracts entered into with the carriers and shall be maintained at the current coverage level, or better, in effect on September 1, 1991.

- a) Remains the same
- b) Remains the same
- c) ~~The following improvements were implemented on June 1, 2002:~~  
EXTENDED HEALTH BENEFITS

- i) Total lifetime coverage level will be unlimited. ~~Effective January 1, 2016, the Extended Health Benefits plan will be amended such that~~ includes an individual, couple, and family deductible of twenty-five dollars (\$25.00) per calendar year ~~will be implemented.~~
- ii) Hearing aid benefit claims will be to a maximum of six hundred dollars (\$600.00) every five (5) years.
- iii) ~~Vision care benefit claims, including eye glasses and laser eye surgery, will be to a maximum of two hundred and fifty dollars (\$250.00) every two (2) years. Effective January 1, 2016, vision care benefit claims, including eye glasses and laser eye surgery, will be to a maximum of five hundred dollars (\$500.00) every two (2) years.~~
- iv) ~~Amendment of Plan A that includes a revision of dental recall exams (polishing, application of fluoride and recall) to once every nine (9) months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that~~ ~~the new recall will be nine months from the last recall.~~

### BENEFIT ENTITLEMENT FOR PART-TIME REGULAR EMPLOYEES

- v) Part-time employees with regular appointments of at least seventeen and one half (17 1/2) hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and-medical benefits as set out in the Collective Agreement.

PARAMEDICAL SERVICES

- vi) ~~The following~~ paramedical services for treatment provided by licensed practitioners as follows: will be implemented effective July 1, 004:

Chiropractor	\$500.00 per calendar year
Podiatrist	\$500.00 per calendar year
Masseur or Masseuse	\$500.00 per calendar year
Speech Therapist	\$500.00 per calendar year
Naturopath	\$500.00 per calendar year
Clinical Psychologist	\$500.00 per calendar year
Acupuncturist	\$500.00 per calendar year
Physiotherapist	Unlimited

- vii) ~~Effective July 1, 2005, employees will be reimbursed a total of seventy five (\$75) every two (2) years for vision exams. Effective January 1, 2016, e~~Employees will be reimbursed a total of one hundred dollars (\$100.00) every two (2) years for vision exams.

- viii) The liability of the Employer in the provision of benefits shall be limited to the level of benefit agreed to between North Island College and CUPE, Local 3479 upon ratification of this Collective Agreement.

- d) Effective February 1, 2013, prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.

AGREED:

On behalf of North Island College

Ker Cuve

H. Johnson

On behalf of the CUPE Local No. 3479

M. Waite

[Signature]

Date: Feb 7/2020



### Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments. This proposal is not intended to change the interpretation of the collective agreement.

### 27.10 CANADA SAVINGS BONDS

~~Upon receipt of instructions from an employee, the Employer shall arrange payroll deductions for Canada Savings Bonds.~~

AGREED:

On behalf of North Island College

Ken Lowe

W. Johnson

Date: Feb 7, 2020

On behalf of the CUPE Local No. 3479

White

[Signature]

## Housekeeping

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments. This proposal is not intended to change the interpretation of the collective agreement.

### 14.05 SHORT CHANGE OVER

- (a) ~~If shifts are scheduled so that there are not twenty four (24) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty four (24) hour period. This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.~~

~~Effective January 1, 2016,~~ If shifts are scheduled so that there are not twenty-two (22) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to the hours worked on the succeeding shift within the twenty-two (22) hour period. This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.

This Article shall not apply to employees sharing evening work in the Centres/Campuses. Hours of evening work may vary in start time and end time, depending on the arrangements mutually agreed to by supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.

- (b) The Union will be informed, in writing, of shift arrangements (i.e., current, new, and altered). New or altered evening shift arrangements will not take effect until the Union has had the opportunity to discuss the arrangements with the affected CUPE members and the College. Such discussion will take place within five (5) working days of the notification to the Union.
- (c) Affected employees will be provided with written confirmation of an existing arrangement, written notice of a new arrangement, or written notice of an altered arrangement, according to the situation that applies.



- (d) "Shift Changes" will be included as a regular agenda item for consideration and discussion by the NIC/CUPE Local 3479 Labour Management Committee.

AGREED:

On behalf of North Island College

Ken Cewe

C. L. Godman

On behalf of the CUPE Local No. 3479

M. White

[Signature]

Date: Feb 7/2020

## SCHEDULE C

### The SIA Funds paid for the Service Improvement Fund:

NEW – LETTER OF UNDERSTANDING #XX

### Subject: Service Improvement Fund

A Service Improvement Fund will be established to support specific types of employee training and professional development activities that enhance the delivery of services to students. Examples of appropriate activities include but are not limited to: indigenous cultural competencies, mental health and crisis management, working with persons with disabilities, communications, conflict resolution, etc.

The amount allocated by North Island College to the fund each year will be in accordance with the following schedule:

Year 1: \$ 9,000 - on date of ratification of collective agreement

Year 2: \$ 28,000 - on July 1, 2020 or date of ratification, whichever is later

Year 3: \$ 56,000\* - on July 1, 2021

\* Year 3 represents the amount of ongoing funding for this initiative.

For years 1 and 2, funds not expended at the end of one year will be carried forward for one additional year.

For year 3 and beyond, funds not expended at the end of one year will not be carried forward.

Subject to the provisions of this LOU, the Career Development Fund Committee will administer the Service Improvement Fund. Guidelines for the administration of the Service Improvement Fund will be developed and maintained by this Committee and approved by North Island College and CUPE, Local 3479.

An employee, a group of employees or the Employer may apply to the fund to cover the cost of training or professional development activities. Applications must contain a full explanation of how the training or professional development activity enhances the delivery of services to students.

The Committee shall review and approve applications. The parties agree that there will be no expenditure of funds if the committee members fail to reach consensus.

**The SIA Funds paid for an increase in pay for Co-op Students as follows:**

**SCHEDULE B:**

**PAY FOR CO-OP STUDENT AND APPRENTICE – EFFECTIVE JULY 1, 2020**  
**July 1, 2014 to June 30, 2019 (Hourly)**

July 1, 2014	\$12.48
July 1, 2015 <sup>1</sup>	\$12.60
May 1, 2016 <sup>1,2,3</sup>	\$12.60
July 1, 2016 <sup>1,3</sup>	\$12.66
May 1, 2017 <sup>1,2,3</sup>	\$12.79
July 1, 2017 <sup>1,3</sup>	\$12.85
May 1, 2018 <sup>1,2,3</sup>	\$12.98
July 1, 2018 <sup>1,3</sup>	\$13.04
May 1, 2019 <sup>1,2,3</sup>	\$13.17

<sup>1</sup>Effective the first day of the first full pay period after the date(s) indicated in table above.

<sup>2</sup>See Appendix B – Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup>Annual wage rates to be determined depending on the ESD.

**NEW - CO-OP STUDENTS – EFFECTIVE JULY 1, 2020**

Step	Pay Grade Scale
1	A

The following change to the Collective Agreement was made that results in service improvements for students:

**14.05 SHORT CHANGE OVER**

- (a) If shifts are scheduled so that there are not twenty four (24) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty four (24) hour period. This provision shall not apply to employees with less than full time hours who are offered and accept additional temporary hours of work.

Effective January 1, 2016, if shifts are scheduled so that there are not ~~twenty two (22)~~ **thirteen (13)** hours between the ~~start~~ end of an employee's shift and the start of the next shift, overtime rates apply to the hours worked on the succeeding shift within the ~~twenty two (22)~~

**thirteen (13) hour period.** This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.

This Article shall not apply to employees sharing evening work in the Centres/Campuses. Hours of evening work may vary in start time and end time, depending on the arrangements mutually agreed to by supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.

- (b) The Union will be informed, in writing, of shift arrangements (i.e., current, new, and altered). New or altered evening shift arrangements will not take effect until the Union has had the opportunity to discuss the arrangements with the affected CUPE members and the College. Such discussion will take place within five (5) working days of the notification to the Union.
- (c) Affected employees will be provided with written confirmation of an existing arrangement, written notice of a new arrangement, or written notice of an altered arrangement, according to the situation that applies.
- (d) "Shift Changes" will be included as a regular agenda item for consideration and discussion by the NIC/CUPE Local 3479 Labour Management Committee.