

MEMORANDUM OF AGREEMENT

between

LANGARA COLLEGE
(hereinafter called "the Employer")

and the

THE BRITISH COLUMBIA NURSES' UNION
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF LANGARA COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LANGARA COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE BRITISH COLUMBIA NURSES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 8, both inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new Collective Agreement shall be for twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

4. **Appendix "A"**

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

5. **Schedule “A” – BCNU Schedule of Wage Rates**

Schedule “A” of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective September 1, 2012, all annual rates of pay which were in effect on August 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective December 1, 2012, all annual rates of pay which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective April 1, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 1, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). 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.

6. **Article 26.2 – Annual Vacation**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 26.2 as follows:

26.2 Each employee shall be entitled to receive an annual vacation as follows:

- Less than one (1) year – one hundred and forty (140) hours [twenty (20) working days] and pro-rata; One (1) to seven (7) completed vacation years – one hundred and forty (140) hours [twenty (20) working days];
- Eight (8) to eleven (11) completed vacation years – one hundred and fifty four (154) hours [twenty two (22) working days];
- Twelve (12) to nineteen (19) completed vacation years – two hundred and three (203) hours [twenty-nine (29) working days];
- Twenty (20) completed vacation years and over – two hundred and ten (210) hours [thirty (30) working days].

7. **New – Letter of Understanding – Expedited Arbitration**

Effective the date of ratification, the Employer and the Union agree to the new LOU, Expedited Arbitration as attached to this Memorandum of Agreement as Schedule “1”.

8. 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 4 day of April, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Lawn Palmer
V. Anderson

BARGAINING REPRESENTATIVES FOR
THE UNION:

Diana Anderson
Keuseid

SCHEDULE "1"

LETTER OF UNDERSTANDING

EXPEDITED ARBITRATION

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of this agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under this agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
and
 - vii. Grievances arising from the duty to accommodate.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2(a) above, may be referred to arbitration under the provisions of Article 6.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within then (10) calendar days of appointment, on a rotating basis.

- Kate Young
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment.

The parties may agree to select an arbitrator not on this list, by mutual agreement.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

c) The decision or award, including mediated settlements, is final, binding and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.

b) Hearings shall be conducted at the College or at the offices of the union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

APPENDIX "A"

Article 4 – Union recognition – 4.5 Leave Without Pay (Union Business)

Article 27 – Statutory Holidays

Article 37 – Gratuity Plan – 37.1 Accumulation

Article 38 – Health and Welfare Benefits – 38.6 Long Term Salary Indemnity

Delete Appendix II Incentive Payment

Delete Appendix III Fiscal Dividend

BCNU HOUSEKEEPING AMMENDMENT

ARTICLE 38 – HEALTH AND WELFARE BENEFITS

38.6 – Long Term Salary Indemnity

All eligible employees shall participate in the Salary Indemnity Plan.

Long Term Salary Indemnity is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of Benefit: seventy percent (70%) of salary to a maximum of two thousand nine hundred and fifty dollars (\$2,950) per month.

Duration of Benefit: until retirement or as otherwise provided.

Benefit Effective: upon expiration of Short Term Salary Indemnity coverage.

The premium cost of Long Term Salary Indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

Lana Anderson
April 4/13 BCNU

D. Palmer

Tabled on: 4/04/13
Time: _____

BCNU PROPOSAL

ARTICLE 37 – GRATUITY PLAN

37.1 – Accumulation

Gratuity credits are based on the calendar year. Effective January 1, 1982 for the purposes of accumulation of credits, the year shall be divided into four (4) distinct periods: January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31, all dates inclusive. For each period described above, an employee shall be given the following credits:

One (1) day for no absence through illness;

For partial days of absence due to illness the gratuity day will be accrued on a pro-rata basis, e.g. for five (5) hours of absence due to illness, two (2) hours of gratuity will be accrued; three (3) hours of absence due to illness, four (4) hours gratuity will be accrued.

No credit (0) for one or more days of absence through illness.

Gratuity credits are cumulative to a maximum of one hundred and twenty (120) days.

“Illness”, as utilized herein, shall mean non-occupational sickness or injury.

Aimee Anderson
April 4/13 BCNU

Palmer

4/04/13

BCNU PROPOSAL

ARTICLE 27 – STATUTORY HOLIDAYS

27.1

The following days have been designated as paid holidays:

New Year's Day	British Columbia Day
BC Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and all other general holidays proclaimed by the Federal or Provincial Government.

27.2

A casual employee who works the day before and the day after a paid holiday, or who has worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

27.3

When a general holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof. Where Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be holidays in lieu thereof

Sandra Anderson
April 4/13 BCNU

D. Palmer

Tabled on:

4/04/13

Time: _____

BCNU PROPOSAL

DELETE

APPENDIX III

**LANGARA COLLEGE
AND
THE BRITISH COLUMBIA NURSES' UNION**

LETTER OF AGREEMENT

**FISCAL DIVIDEND
MARCH 31, 2006**

THE PARTIES AGREE AS FOLLOWS

Having agreed the term of the Collective Agreement to be from April 1, 2004 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province's Audited Financial Statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's Audited Financial Statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus, i.e. 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be

As *JP*

available.

- iv. ~~Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.~~
3. ~~The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the College of March 31, 2010.~~
4. ~~The Fiscal Dividend Bonus shall be a one time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular, probationary or temporary employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:~~
 - ~~Maternity or parental~~
 - ~~Short-term disability~~
 - ~~Long-term disability that commenced between April 1, 2009 to March 31, 2010.~~
5. ~~The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the College to determine and pay the Bonus amount to employees.~~

Jana Anderson
April 4/13 BCNU

Palmer

Tabled on: 4/04/13

Time: _____

BCNU PROPOSAL

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APPENDIX II

**LANGARA COLLEGE
AND
THE BRITISH COLUMBIA NURSES' UNION**

LETTER OF AGREEMENT

INCENTIVE PAYMENT

~~Each member of the BCNU bargaining unit employed at Langara College on March 31, 2006 shall receive an incentive one-time payment if the parties' collective agreement is settled by March 31, 2006.~~

~~The incentive payment shall be in the amount and in accordance with the eligibility rules negotiated by the BCNU and HEABC for Nurses covered by the provincial Collective Agreement.~~

*Diana Anderson
April 4/13 BCNU*

Palmer

BCNU PROPOSAL

ARTICLE 4 – UNION RECOGNITION

4.5 – Leave Without Pay (Union Business)

- A) With the approval of the Director, Health Services, employees delegated by the Union to attend to Union affairs may be granted necessary leave of absence without pay to accommodate such involvement; it being understood that such involvement; it being understood that such leave of absence shall be mutually agreed upon between the Director, Health Services and the employee and that such approval shall not be unreasonably withheld:
- i) Members who are appointed or elected as representatives to the Council of the Union, to attend regular or special meetings of that body or any of its standing committees.
 - ii) Employees on leave of absence due to official union business specified in this Article shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the College in full for the costs of maintaining such salaries and benefits.
 - iii) Annual Convention: employees who are appointed or elected to represent a region at the Annual Convention of the Union.
 - iv) An employee who holds the position of full-time president or council member with the Union may be granted a leave of absence without pay for the period which the employee holds the position. For leave requests that are subject to operational requirements, the Employer will consider all of the circumstances including the length of notice provided, and will make all reasonable efforts to grant the leave.
- B) Notice Required: the employee or Union shall give sufficient advance notice to the College of the request for leave of absence in order to minimize disruption to the operation of the health service.

Sama Ardino
April 4/13 BCNU

Halmer