

MEMORANDUM OF AGREEMENT

between the

COLLEGE OF NEW CALEDONIA
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4951
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4951 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4951 MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING July 01 2014 AND EXPIRING JUNE 30 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for 60 months from July 01, 2014 to June 30, 2019 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. **Appendix "A"**

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

5. **Appendix "B"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2014 Support Staff Multi-Employer Table ("MET").



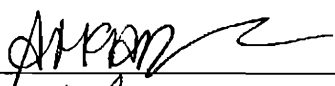

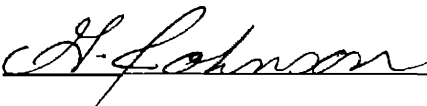
6. **Ratification**

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.

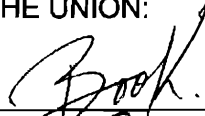

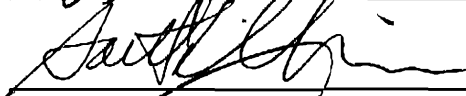

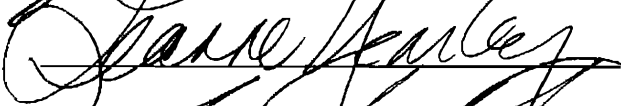
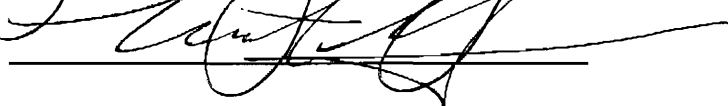
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 10th day of June, 2015.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:



Kris Swartz.




BARGAINING REPRESENTATIVES FOR
THE UNION:

APPENDIX "A"

The effective date for all changes to the new Collective Agreement will be the date of ratification unless otherwise specified. All of the terms of the 2010 – 2014 Collective Agreement continue except as specifically varied below:

1. New - Letter of Agreement

RE: Training and Career Development Fund

The College and the Union shall establish a jointly administered Training and Career Development Fund. The Joint Standing Committee shall administer the fund and approve requests for training and career development. Decisions of the Joint Standing Committee are subject to appeal to the Executive Committee.

Guidelines for the administration of the Training and Career Development Fund will be developed by the Joint Standing Committee and approved by the College of New Caledonia and CUPE, Local 4951.

Activities that relate to a private business, a retirement plan, or personal interests and hobbies are not eligible for Training and Career Development Funds.

(a) The College agrees to allocate the following amounts to the new Training and Career Development Fund:

- i. Effective May 1, 2017, the College shall allocate ongoing funds of eight thousand two hundred dollars (\$8,200).
- ii. Effective May 1, 2018, the College shall allocate additional ongoing funds of eleven thousand five hundred dollars (\$11,500) for a total of nineteen thousand seven hundred dollars (\$19,700).
- iii. Effective May 1, 2019, the College shall allocate additional ongoing funds of eleven thousand five hundred dollars (\$11,500) for an ongoing total of thirty one thousand two hundred dollars (\$31,200).
- iv. Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

2. All tentatively agreed to items as follows:

Housekeeping

Various small housekeeping changes - a) through n)

- | | |
|----------|-------------------------|
| 2.01 | Bargaining Unit |
| 3.05 (c) | Seasonal Employee |
| 3.10 B | Work Practicums |
| 7.09 | Union College Relations |

- 11.01 Lay-Off Consultation Process
- 15.01 Just Cause
- 27.04 Contracting out

Renewal of Letter of Agreement – Re: Wellness Incentive Plan
 Renewal of Letter of Agreement – Re: College Security
 Renewal of Letter of Understanding – Re: College Expansion
 Renewal of Letter of Agreement – Re: Job Sharing
 Renewal of Letter of Agreement – Re: Pyramiding Transition
 Renewal of Letter of Agreement – Re: Conversion to Full-Time Positions
 Renewal of Letter of Agreement – Self-Directed Hours
 Renewal of Letter of Understanding – Re: Pay for Staff on Union Business
 Renewal of Memorandum of Agreement – VALT
 Renewal of Appendix A&B - VALT

Amended

- 3.08 Casual Employee
- 3.09 Probationary Period
- 3.10 Work Performed by Students
- 6.01 Union Dues
- 6.02 Deduction of dues
- 6.05 Dues Assignment Revoked
- 7.03 Time off For Union Business and Activities
- 7.08 Employee Orientation
- 8 Position Descriptions and Job Evaluation Procedures
- 9.03 Familiarization Period on Promotions or Transfers
- 10.04 Accrued Seniority During Approved Leaves
- 10.05 Loss of Seniority
- 10.07 Recall
- 13.01 Standard Work Day and Standard Work Week
- 13.05 Regular Work Week and Work Day
- 16.06 Grievance Steps
- 17.04 Professional Development Leave
- 19.01 Annual Vacation Entitlement
- 19.02 Vacation Scheduling
- 20.02 Sick Leave Allotment
- 20.06 Status Report
- 21.05 Exchange leave
- 26.03 Employee and Family Assistance Program
- 27.03 Modification of Agreement

Delete - Article 8 Letter – page 99 & 100

Delete - Article 8 Letter – page 101 & 102

Delete - Memorandum of Agreement – Re: Minimum Scheduled Hours of Work per Day (moved to Article 13.05)

Delete - Memorandum of Agreement – Re: Establishment of Bi-Weekly Semi-Monthly Periods for Employees Who Work Self-Directed Hours and Modified Work Weeks

Revise - Memorandum of Understanding – Re: Bargaining Unit Exclusions


COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

HOUSEKEEPING

- a) When updating the collective agreement, all letters will have the signature names and titles typed rather than actual original signatures. The original documents will be kept on file.
- b) Add a blank line between Article 3.08 a and 3.08 b
- c) Remove underline under 3.08c
- d) 3.08d needs to be indented the same as a,b,c
- e) 3.08e needs to be indented the same as a;b,c
- f) 8.01f says 8.06, It should be 8.05
- g) 8.03 2.d says 8.07, should be 8.09
- h) 8.04f says 8.07 should be 8.09
- i) Take out underline under Article 9.04 (the number)
- j) Take out a blank line under Article 15.07 between paragraph 4 and 5, between words Job and Evaluation.
- k) In Article 15.07, start a new paragraph after the sentence which ends in the presence of a Human Resource Department staff member and the next line which begins: Documents of a disciplinary nature...
- l) All instances of the term C.U.P.E. within the Collective Agreement will be amended to CUPE
- m) All instances of the term Standing Grievance Committee within the Collective Agreement will be amended to ~~Standing~~ Grievance Committee.
- n) All instances of the term College Labour Committee within the Collective Agreement will be amended to ~~College~~ Labour Committee

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: March 13/15

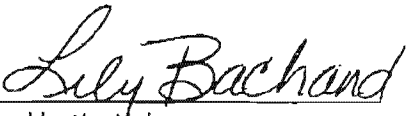
COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

HOUSEKEEPING

2.01 Bargaining Unit

The College recognizes Local 4951, Canadian Union of Public Employees as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (CUPE certification issued by the BC Labour Relations Board on September 24, 2009).

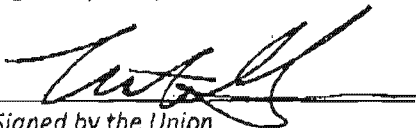
AGREED:



Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

HOUSEKEEPING

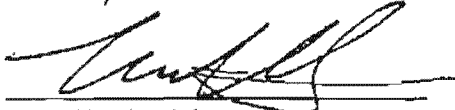
3.10 – WORK PERFORMED BY STUDENTS

B. WORK PRACTICUMS

1. The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.
2. When such students undertake practicum work experiences which may occur at the College, and when duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the College covered by the Union bargaining unit; the parties agree that such students:
 - (i) ~~Such students~~:
 - a) are not employees of the College;
 - b) are not within the Union bargaining unit;
 - c) will not be paid.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

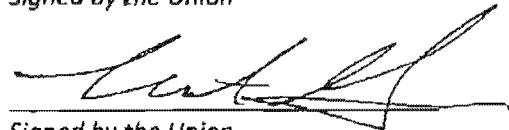
HOUSEKEEPING - 7.09 UNION COLLEGE RELATIONS

All instances of the term Union College Relations within the collective agreement will be amended to Joint Standing Committee.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: June 9, 2015

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

HOUSEKEEPING

11.01 Lay-off Consultation Procedure

In the event of a contemplated reduction of staff, the College shall advise the **Union** Standing Committee ~~of the Union~~ and shall ~~give~~**provide** them the relevant information relating to the situation. The Union will be given the opportunity to discuss and recommend possible alternatives prior to lay-off, including retraining of the affected employee(s). The Intent of this procedure will be to ensure that the Parties are working together for the purpose of minimizing or avoiding to the extent possible, the negative impacts associated with a reduction in staff.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

HOUSEKEEPING

15.01 Just Cause

No employee shall be disciplined, suspended or dismissed except for just cause. Demonstration of just cause is the responsibility of the College.

AGREED:

Lily Baehand
Signed by the Union

[Signature]
Signed by the Union

[Signature]
Signed by the Employer

[Signature]
Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

HOUSEKEEPING

27.04 Contracting Out

- a. The ~~employer~~ College shall not contract out work regularly performed by classifications set out in this agreement without prior consultation of the Joint Standing Committee on Contracting Out. In addition, it is not the intent of the Union to limit the College's ability to contract out work that has been contracted out on or prior to January 29, 1983.
- b. The purpose of the Joint Standing Committee on Contracting Out shall be to determine if the work is that which would regularly be performed by classifications within the bargaining unit and whether or not there are any reasonable alternatives to contracting out. The employer will not contract out merely to avoid hiring casuals. Should the committee be unable to reach an agreement on a contracting out matter, the issue in dispute shall be referred immediately to expedited arbitration for a binding decision prior to the contract being awarded.

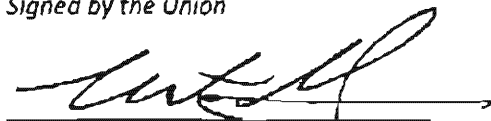
There shall be mutual agreement on an arbitrator who can hear the issues within five (5) working days of referral. A decision shall be rendered within two (2) working days.

Costs shall be shared as per Article 16.09 (c) (Arbitration).

It is agreed that in order to avoid delays, meetings will be at the call of either party ten (10) working days prior to any contract being finalized. There may be the occasional emergency situation where prior contact is not possible, in which case the College shall notify the Union Standing Committee immediately.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: March 13/15

3.05 SEASONAL EMPLOYEE

- a. Seasonal employee shall mean a regular employee whose appointment is created due to seasonal requirements for a period not exceeding ten (10) calendar months in duration. An employee's appointment may be extended beyond ten (10) months with the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied.
- b. It is understood that employees on seasonal appointments will have the right to return to the same position providing this occurs within six (6) months of the completion of his/her appointment. If an employee's seasonal position is declared redundant, or if a seasonal employee is laid-off during the term of the seasonal appointment, the employee shall have the rights afforded him/her in Article 10 (Seniority) and Article 11 (Layoff). Otherwise, completion of a seasonal appointment shall not constitute lay-off.
- c. After the completion of a seasonal appointment, if a seasonal position is deemed to be redundant, the College shall within ten (10) working days of this determination being made, notify the **Chair of the Union Standing Committee** and the affected employee(s) in writing. In such instances Article 10 (Seniority) and Article 11 (Lay-off) shall apply.
- d. An employee on a seasonal appointment shall be granted vacation with pay as per the provisions of Article 19.01 (Annual Vacation Entitlement).
All vacation times must have the prior written permission of the Department Head. It is recognized that seasonal appointees will normally schedule their vacation at those times when their services are not required.
- e. An employee on seasonal appointment shall receive those fringe benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions), 26.03 and 26.04. The right of employees on seasonal appointments to contribute to benefit plans under this Agreement during the period when they are not employed (see 3.05(b)) shall continue for a period of six (6) months. This provision is subject to carrier conditions and with the understanding that the employee bears the full premium cost. An employee may elect to prepay the premium cost by payroll deduction by specifying the details in writing to Human Resources.
- f. Seasonal appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate, and may be taken at any time throughout the appointment (subject to 3.05 (d)). It is understood that should the employee resign prior to the appointment termination, s/he will repay any unearned time that has been taken. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

3.05 Seasonal Employee

AGREED:

Billy Brachant
Signed by the Union

[Signature]
Signed by the Union

DATE: June 10/15


[Signature]
Signed by the Employer

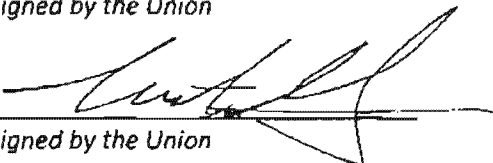
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3.08 Casual Employee

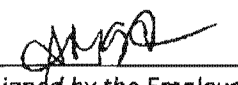
- a. Casual Employee shall mean an employee with an anticipated period of employment of less than fourteen (14) consecutive weeks in the same position and the same department.
- b. Before hiring a casual employee, the College shall make every effort practicable to offer the hours to a qualified part-time and seasonal employees within the same department.
- c. An employee on a casual appointment shall receive vacation pay on each pay cheque at the rate of 4% and benefits as outlined in Article 26.04 of the Collective Agreement. Articles 10.06, 10.07, and 10.08 (Recall) shall not apply to these employees.
- d. Casual employees who apply for job vacancies shall be considered on the merits of their job-related knowledge, skills and abilities. When a casual employee has accumulated 1827 hours of service, seniority rights available in accordance with Article 9.01a shall apply to that casual employee.
- e. If the Casual Employee is the successful applicant for a job posting and is awarded a non-Casual position, his/her service as a Casual Employee from June 1, 1997 forward shall be credited towards the accumulation of seniority. Notwithstanding the above, it is expressly agreed that the employee must serve a full probationary period in the position as per Article 3.09.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: June 9, 2015

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

3.09 - PROBATIONARY PERIOD

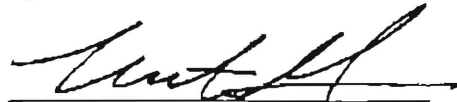
- a. On each new appointment (except as described in Article 9.03 (Promotion) and 9.04 (Transfer), every employee shall serve a probationary period of employment for the College to determine the employee's suitability in the performance of the employee's job.

~~Effective June 1, 2006, e~~ Each new employee will be hired, on a 609 working hour or (6) consecutive calendar month probationary basis, whichever is less, during which period serious effort will be made by the supervisor to orientate the employee to the job and the College. ~~It is understood that an employee on probation will have recourse to the grievance procedure after completing the first 152 working hours of said probationary period.~~

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

3.10 – WORK PERFORMED BY STUDENTS

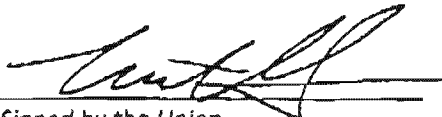
2. The College agrees that students involved in the projects and programs described herein in A – Student Assistants, B – Work Practicums, and C – Co-op Work Placements shall not be utilized to:
- a. ~~R~~ replace members of the bargaining unit, (as defined in Article 2.01 – Bargaining Certification), or
 - b. ~~To~~ postpone or prevent an existing regular part-time position from becoming full-time position, or
 - c. ~~To~~ postpone or prevent the establishment of new positions by the College

The College agrees that no employee shall be made redundant or suffer loss of earnings through students performing work normally done by employees in the bargaining unit. Students shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past. Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement. ~~In order to assist the Parties in adhering to these provisions, a summary report of work performed by students in accordance with this Article will be presented and reviewed at Union Standing Committee on a quarterly basis (First Summary Report to September 2006 Standing Committee include each instance with the number of student(s) duration, location, and scope of work).~~ Information related to work performed by students will be provided to the union on the monthly status report.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

6.01 Union Dues

~~The College shall deduct, as a condition of employment, from the wages or salary of each employee, the initiation fee and the amount of the regular monthly dues as advised in writing by the Union, upon receipt of a written assignment for that purpose from the employee.~~

~~The College shall require all new employees, at the time of hiring, to execute an assignment of wages for Union dues in duplicate, the forms to be supplied by the Union, and will forward one copy to the Union within five (5) working days of execution.~~

~~For employees whose period of employment is expected to be less than thirty (30) days, the College will deduct Union dues provided that the employee's authorization is received from the Union in time for the dues to be deducted from the employee's wage payment.~~

All employees will be required to sign an authorization for dues assessment and initiation fee deductions at the time of hiring. A copy of this authorization shall be sent to the Union.

AGREED:

Lily Buchand
Signed by the Union

Louise P...
Signed by the Employer

[Signature]
Signed by the Union

[Signature]
Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

6.02 Deduction of Dues

~~The College shall begin the deduction of monthly dues from the first pay to which the employee is entitled following the employee's authorization. The College shall remit the dues deducted pursuant to such assignment (until and unless the said assignment is revoked in writing by the employee) to the local Union Treasurer not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction. The College shall remit the said dues no later than the end of the following month.~~

The College shall deduct Union dues, assessment and initiations semimonthly. The College shall remit the dues deducted to the Local Union Treasurer not less than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction. The College shall remit the said dues no later than the end of the following month.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

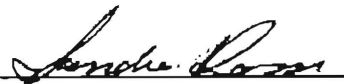
COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

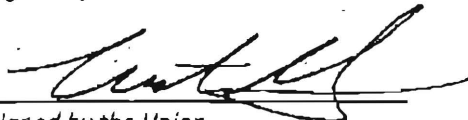
6.05 Dues Assignment Revoked

~~The Union agrees that should an employee revoke the assignment, the College must forthwith cease to make such deductions, and that any further action to be taken by the College in consequence with such revocation shall be taken only by the written instructions of the Union. The College shall provide the Union Standing Committee with a copy of any revocation of authorization received, without delay.~~

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

7.03 Time Off For Union Business and Activities

- i. the Union at the time of ~~Local #4951~~ CUPE Provincial or National elections, will inform the College of the ~~National Executive Board Member and Alternate~~, any CUPE Local 4951 members elected to a position on either the Provincial or National Executive Boards or Committees. The College will, within ten (10) days of notification, inform the Union Standing Committee of the times of year when it would be difficult to manage and operate its affairs if a leave of absence were granted to the Board Member. The Union agrees to make every effort to schedule meetings of the National Executive Board at times other than those identified as being difficult for the College. The College agrees to make every effort to approve a leave of absence for the ~~National Executive Board Member, or Alternate~~, members elected to any Provincial or National Executive Board or Committee to attend five (5) union meetings a year.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

7.08 EMPLOYEE ORIENTATION

The College agrees to ~~distribute a copy~~ provide electronic access of the Agreement and Benefit Package free of charge to all employees employed under the terms of this Agreement. In addition, the College agrees to inform new employees that an Agreement between the parties is in effect and to ~~present a copy~~ provide electronic access of the Agreement and a list of ~~Shop Stewards~~ the current Union Executive with their written notification of appointment.

The Union agrees to acquaint new employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the College and the Union (as provided for in 7.02).

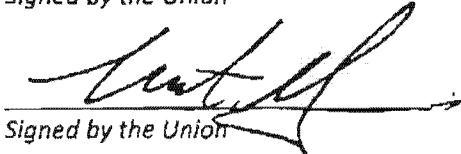
AGREED:



Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

8.01 TERMINOLOGY:

- a. Position Title
Position titles will be determined by the College and shall identify specific positions within the College.
- b. Salary Bands
The job title of any specific position is contained within more broadly defined salary bands which shall be identified in the Pay Equity Targets Schedule. Salary Bands represent a range of pre-determined points.
- c. Pay Grades
Pay grades are monetary amounts applicable to salary bands.
- d. JJEC
Refers to the Joint Job Evaluation Committee (Article 8.02).
- e. Joint Standing Committee
Refers to the Joint Committee formed under Article 7.09 (Union-College Relations), comprised of Union and College Executive representatives.
- f. Approved Job Description
Refers to a job description described in Article 8.06 05 which has been approved by the College as indicated by the signatures of the Incumbent's ~~Department Director or Vice President~~ **Executive Committee Member**, ~~the Director of Human Resources (or the Human Resources Advisor - Compensation) designate~~ and the incumbent's Department Manager.
- g. Job Evaluation Reconsideration Form
Refers to the form approved by the Joint Standing Committee, identified within the Job Evaluation User's Guide, and which must be completed by all employees who request a job evaluation review of an existing position.
- h. Job Analysis Questionnaire
Refers to the questionnaire approved by the Joint Standing Committee, identified within the Job Evaluation User's Guide, and which is used by the JJEC ~~and the Appeals Committee~~ to identify such aspects as a Task Description, Education and Experience Requirements, Working Conditions, etc. for a position and which shall be completed by an incumbent and/or manager.

Remainder of clause unchanged.

8.02 JOINT JOB EVALUATION COMMITTEE

Clause is unchanged.

8.03 RECONSIDERATION OF EXISTING POSITIONS

1. REQUESTS FOR JOB EVALUATION REVIEW:

- a. A request for a job evaluation review may originate from employees (incumbent(s)), the Union, or the College.
- b. Requests must detail the changes which have occurred in the job and/or the ways in which the job

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

description does not reflect the duties and responsibilities of the job, and be made in writing to the ~~Director of Human Resources (or Human Resources Advisor - Compensation)~~ designate on a Job Evaluation Reconsideration form provided for the purpose. A sample of this form is included in the Job Evaluation User's Guide.

- c. Remains the same
- d. Remains the same
- e. The ~~Director of Human Resources (or designate)~~ shall forward all Job Evaluation Reconsideration Forms within five (5) working days of receipt to the Joint Job Evaluation Committee.

2. RATING OF POSITION

- a. Before the JJEC proceeds with a reconsideration, the Committee must receive a copy of the Job Evaluation Reconsideration Form, the current approved job description for the position, and the current Rating Sheet, and any supporting documentation to the process (i.e. previous rating sheet and previous job description). The approved job description shall be the primary document used for the reconsideration. The gathering of information shall involve requesting the incumbent(s) and manager to complete an up-to-date Job Analysis Questionnaire. If the committee has no questions and is in agreement with the ratings, the incumbent to the position and the manager are informed and asked if they would like to request a meeting with the committee. If the committee has questions, the incumbent to the position and the manager shall attend a meeting (together or separately) of the JJEC before the final ratings are completed. If the JJEC agrees that the approved job description is not reflective of the duties the Committee will forward the matter to the Joint Standing Committee for resolution within five (5) working days of making that decision. The job evaluation reconsideration for the position will be suspended pending resolution by the Joint Standing Committee. If a resolution is not reached by the Joint Standing Committee in the matter, it will then be referred to arbitration.
- b. Remains the same.
- c. If the job is rated at a pay grade higher than the existing pay grade, the position shall be placed in the new pay grade and the incumbent's rate of pay shall be adjusted retroactive to the date of request for reconsideration which will be the HR date stamp on the questionnaire when it is received by Human Resources. If the job rating results in a lower pay grade, the incumbent employee shall be exception-rated. The incumbent employee will receive one hundred percent (100%) of the general salary increases that are provided for in this collective agreement or are negotiated in future collective bargaining. However, if the incumbent employee leaves his/her position, and the vacancy is to be filled, the position will be posed at the applicable current pay equity target rate.
- d. Either the incumbent(s)/Union or the manager(s)/College may appeal the JJEC decision by submitting a written request stating the reason(s) for the appeal as outlined in ~~8.07~~ 8.09 (Disputes, Resolutions, and Appeals). Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

8.04 SALARIES FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, the following procedures shall apply:

- a. The College/manager shall complete a Job Analysis questionnaire for the job and submit it to the ~~Director of Human Resources (or Human Resources Advisor - Compensation)~~ Human Resources designate.

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

- b. ~~A sub-~~ The Committee of two (2) Union and two (2) College members of the JJEC shall meet and rate the job based on the Job Analysis Questionnaire, the approved job description, Rating Summary Sheets and other tools such as the GNCS. The pay grade shall be determined based on these ratings and shall be recorded on a Rating Sheet as a "preliminary" pay grade. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. Additionally, the successful candidate to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet.
- c. If the College proceeds in filling the job, it shall be posted and any person appointed to the job shall be paid the preliminary pay grade.
- d. After twelve (12) months from the date of appointment of an incumbent to the job, and provided the position still exists, the incumbent(s) and the manager(s) shall within twelve (12) months complete a Job Analysis Questionnaire which shall be submitted, along with an updated approved job description to the JJEC. Review information submitted after twenty four (24) months from the date of appointment of an incumbent to the job shall be treated as a Reconsideration pursuant to the procedures set out in Article 8.03.
- e. The JJEC shall review the current Job Description, Rating Sheet, Job Analysis Questionnaire and rate the job according to the normal procedure, which shall be recorded on a Rating Sheet. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. Additionally, the incumbent to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job. If the job rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date of appointment. If the job rating results are in a lower pay grade, the incumbent shall be exception rated. The incumbent employee will receive one hundred percent (100%) of the general salary increases that are provided for in this collective agreement or are negotiated in future collective bargaining. However, if the incumbent employee leaves his/her position, and the vacancy is to be filled, the position will be posted at the applicable current pay equity target rate.
- f. Either the incumbent(s)/Union or the manager(s)/College may appeal the JJEC decision by submitting a written request stating the reason(s) for the appeal as outlined in ~~8.07~~ 8.09 (Disputes, Resolutions, and Appeals). Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

8.05 NEW POSITIONS

A description of all new positions created within the bargaining unit (Article 2.01) will be forwarded to the Union President ten (10) working days in advance of implementation. The applicable job rating information and criteria including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts, and proposed wages and salary band shall be included in this notice. The College agrees to provide the Chair of the Union Standing Committee, within thirty (30) calendar days, a copy of all new salary resulting from the creation of new positions.

If the parties cannot agree within ten (10) working days' notice of the new position, the College may fill the position and pay the proposed wages and the position may be filled and worked pending the agreement of the parties through the Joint Standing committee or the decision of an Arbitration Board or the Labour Relations board, or options as mutually agreeable.

8.06 REVISED RECLASSIFIED POSITIONS

Where there is a vacant position and the College reclassifies a position by revising ~~revises~~ the position duties with the intent to so that the effect is a status change and/or a change in job description such that the salary band is likely to be

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

affected, the College will, as soon as it is practical to do so:

- a. Provide to the Union President, the same information as outlined in ~~'a' above~~ "b" below.
- b. Provide existing employees in the immediate work group in which the position resides with a copy of the revised job description highlight for those employees the intended changes in the position, and provide those employees with an opportunity to share their perspective with regard to such changes, and

In a case where such changes to the job description result in a change of salary band, then the procedures set out in Article 8.04 "Salaries for New Positions" will be followed.

8.07 JOB DESCRIPTIONS

The Human Resources Department [HR] will review revisions and assist in the development and revision of job descriptions to ensure that the duties and qualifications accurately describe the job. Feedback will be provided to the Department seeking to revise or create the position and adjustments to the description made accordingly.

Upon hiring, a new employee as per Article 27.02 (Employee Appointments) will receive a copy of their job description.

Upon request, any employee, or the Union, will receive a copy of a job description within ten (10) working days.

Copies of amended job descriptions will be provided to the employee and the Union President within ten (10) working days of an official change in a job description.

8.08 JOB DESCRIPTION REVIEW

A manager will review the duties of a job description with the incumbent of a position no less than every five years. Where there is a significant change in duties such that other elements of the job description may be affected, then other elements of the job description should also be reviewed to ensure that they are consistent with the change of duties. The incumbent will be provided with electronic access to the Job Analysis Questionnaire. The review to such change to the job description will be forwarded to the JJEC, to ensure sound compensation practices are adhered to (as per the Job Evaluation User's Guide).

To ensure that such reviews occur within this timeline, the Human Resource Department will set up and maintain a list of positions for which reminders of the review process will be provided on a five-year, rotating basis.

8.09 DISPUTES, RESOLUTIONS, AND APPEALS

1. APPEALS:

INITIATING AN APPEAL:

The Appeal Process may be initiated under 8.03 (2)(d) or 8.04(f) by the incumbent(s) to the position/Union or the manager(s)/College submitting a written request to the ~~Director of Human Resources~~ designate who shall forward it ~~to the~~ for appeals to the Joint Job Evaluation Committee. The request for appeal must include the reason(s) for the appeal, which shall meet the criteria for appeals outlined below. Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

CRITERIA FOR APPEALS

- a. Identification of identical or substantially similar position(s) which have been rated differently; or
- b. An explanation of the occurrence or extenuating circumstances, which may have affected the job evaluation; or
- c. A violation of Article 8.0

APPEALS COMMITTEE

~~The Appeals Committee shall consist of three appointees from the Union and three appointees from the College who shall be empowered by the parties to this agreement to render a final and binding decision on any appeal submitted under this process. The appointees to the Appeals Committee shall be appointed on an annual basis effective January 1 of each year. The parties agree that appointees will not include current or immediately past JEC members. The College agrees that at least one (1) of its appointees will be a Senior Executive.~~

APPEALS PROCESS


- a. The Appeals Committee will review the written appeal, using the Criteria for Appeals listed herein, and determine if an appeal will be accepted or denied. The incumbent to the position and the manager will be notified in writing of this decision no later than five (5) working days following the Committee decision.
- b. If an appeal is accepted by the Appeals Committee, every effort will be made to resolve the matter by the Committee. This process may include requesting a Job Evaluation Reconsideration Form from the appellant, interviewing the incumbent(s), and the manager(s), requesting completion of a Job Analysis Questionnaire, meeting with the JEC, or other methods determined by the Committee. Both the incumbent to the position and the manager will be notified in writing of the Appeals Committee decision. The Appeals Committee shall have twenty (20) working days to resolve the matter.
- c. If the Appeals Committee cannot reach a resolution to an appeal then the appeal will be forwarded to arbitration the Joint Standing Committee.

Remainder of clause unchanged.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

9.03 Familiarization Period on Promotions or Transfers

When promoted or transferred, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the familiarization period may be extended in one (1) month increments for no longer than two (2) additional months. ~~If during the familiarization period the employee should find the job unsatisfactory, the employee shall be returned to his/her former position with no loss of their former salary.~~

AGREED:

Lily Bachand
Signed by the Union

[Signature]
Signed by the Employer

[Signature]
Signed by the Union

J. Hayes
Signed by the Employer

DATE: June 10/15

June 9, 2015

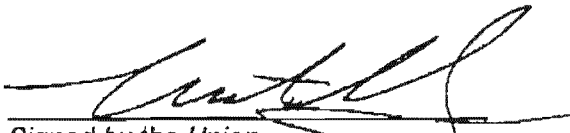
10.04 ACCRUED SENIORITY DURING APPROVED LEAVES

All employees shall continue to accrue seniority to a maximum of six (6) months during an approved leave of absence. Exceptions are leaves as described in Article 22 (Maternity/Legal Adoption Leave) ~~for a maximum of twelve (12) months~~, In accordance with the BC Employment Standards Act, Article 21.06 (Political Leave) for a maximum of twenty-four (24) months, and Article 7.03 (f) (Full-Time Union Leave), for the duration of the term of office. Thereafter the employee's seniority shall be maintained unless lost by reason of the provision of 10.05.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: June 10/15

June 9, 2015

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

10.05 Loss of Seniority

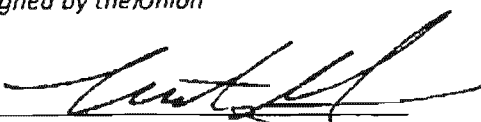
An employee shall not lose seniority rights if s/he is absent from work because of sickness, accident, lay-off or leave of absence approved by the College, except in the following instances:

- a. S/he is dismissed for just cause.
- b. S/he resigns in writing. An employee resigning shall sign a form stating his/her voluntary termination. By signing the form, an employee is requesting all monies to be paid and renounces all seniority and employment rights subject to Article 12.01 (b) (Resignation notice).
- c. Unless an employee signifies his/her intention to return to work within forty-eight (48) hours after being recalled, and unless within eight (8) working days of being recalled s/he returns to work or gives a legitimate reason for being unable to do so, s/he will be struck off the seniority list.
- d. S/he fails to return to work upon the expiry of an approved leave of absence.
- e. An employee is transferred to or is the successful applicant for an excluded position outside of the bargaining unit for a period in excess of six (6) months. In this circumstance, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is less than six (6) months, s/he shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit.
- f. An employee is transferred to or is the successful applicant for an excluded position outside of the bargaining unit, for the purposes of sick leave, maternity or parental leave in excess of twelve (12) months. In this circumstance, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is for (12) months or less, s/he shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit.
- g. An employee is transferred to or is the successful applicant for a faculty position for a period in excess of twelve (12) months. In this circumstance, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is less than twelve (12) months, s/he shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit. A subsequent leave(s) to perform faculty work cannot be taken unless he/she returns to his/her CUPE position for a minimum of four consecutive months.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

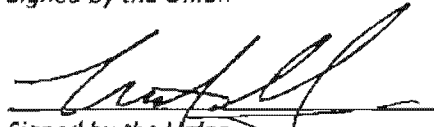
COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

10.07 Recall

Employees Laid off: An employee who has been laid off shall have the right of first refusal to their previously held position should it become available during the recall period, and in such an event the job posting procedure (Article 9.01) shall not be applicable. All other positions shall be filled in accordance with the job posting procedure and employees on lay-off ~~shall be sent copies of such postings by regular mail.~~ shall subscribe to receive new job postings electronically.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: April 17/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

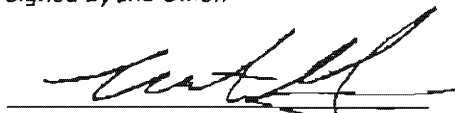
11.04 BUMPING PROCESS

1. The Layoff (Notice) shall be served to an employee in the presence of a union representative, and shall contain:
 - A copy of the seniority list showing all positions below his/her own
 - The effective date of layoff
 - Details with respect to access to EFAP
 - Advice to the employee that s/he has 10 working days to give notice to the employer of his/her intent to exercise bumping rights
 - Within fifteen working days of receipt of Notice the employee will receive information regarding ~~that~~ the number of vacation days s/he has ~~outstanding with reference to article 11.04 (b)~~
2. The employee will advise the College of his/her intention to bump within 10 working days of receiving layoff notice.
3. Within 5 working days of the employee giving the College notice as per step 2, the affected employee, his/her union representative, and the College will meet to discuss bumping options. The College will bring a copy of the most recent resume/application on file to the meeting, ~~and will identify the positions that the College believes that the employee may possibly be qualified for.~~
4. The affected employee will have 5 working days from the date of the initial meeting to request any job descriptions. Such job descriptions shall normally be provided within 3 working days.
5. The affected employee shall have 5 working days from receipt of the job description(s) to identify positions in order of preference into which s/he wants to bump. The employee may provide an updated resume at this time. In the absence of such resume, the employer shall rely on the latest resume in the employee's file. The employer shall consider the affected employee's request in the order of preference identified.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

13.01 Standard Work Day and Standard Work Week

Except as limited or modified by this Article, the standard workday shall be seven (7) working hours per day exclusive of a meal period. The standard work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.

The parties agree that modification of the two (2) consecutive days off per work week is permitted with the prior written agreement of the affected employee. This is understood to be applicable for the following job categories:

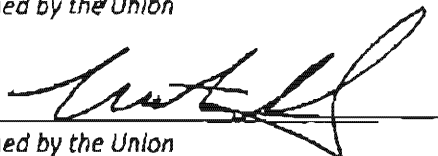
Library Assistant
Cafeteria Assistant
Gym Clerk, Evenings
Custodians

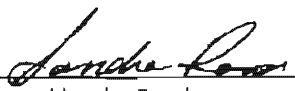
It is agreed that other job categories may be added with the mutual agreement of the parties.

The College agrees to provide the ~~Union~~ Joint Standing Committee with copies of these agreements, as they arise.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: March 13/15 ^{inf} ₂₀

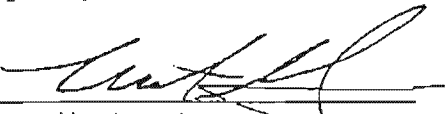
COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

13.05 REGULAR WORK WEEK AND WORK DAY

- a. Regular work week shall mean an employee's regular scheduled work week.
- b. Regular work days shall mean an employee's regular scheduled work day and/or hours of work.
- c. Unless specifically modified elsewhere in this agreement, the minimum scheduled hours of work per day shall be two (2) hours except for all existing regular employees employed on or before March 23, 2006, the minimum scheduled hours of work per day shall be four (4) hours unless specifically modified elsewhere in this agreement.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: June 9, 2015

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES [LOCAL 4951]

16.06 Grievance Steps

An individual grievance may be formally initiated by the Union or the Union and an employee and shall proceed by the following steps:

Prior to Step 1 the employee may discuss any alleged violation of the Collective Agreement with their immediate exempt supervisor in an effort to resolve the issue.

Step 1

An employee who has a formal grievance shall first go to the Director or Manager directly in charge of the department. The employee shall be accompanied or represented by a Steward or a designated Union representative of his/her choice. The Director/Manager shall be presented with the grievance form. The date of receipt of the complaint shall be within fifteen (15) working days of the occurrence of the alleged grievable act. In exceptional circumstances where the Union can demonstrate that it was unaware of the alleged grievable act, the College agrees that the fifteen (15) working days shall be from the time that the Union could have become aware of the occurrence of the act. The Director/Manager shall explore the complaint verbally. The parties shall be given the maximum of five (5) working days to solve the grievance. The Director/Manager shall submit a written response to the employee and the Union within seven (7) working days of the date of receipt of the complaint.

If the grievance is denied at Step 1 the Union and the Exempt Supervisor or Manager shall meet to discuss possible resolution of the grievance. If no resolution can be reached the grievance shall be advanced to Step 2.

Step 2

The Union has a maximum of five (5) working days from the date of receipt of the Director/Manager's response to advance a grievance to Step 2, which is a written referral to the ~~Standing~~ Grievance Committee and the College-Labour Committee. These committees shall meet within five (5) working days, upon receipt of the Union's written notice, to resolve the grievance. The College will provide a written response to the Union within five (5) working days of the Committees' meeting.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union shall submit the grievance, in writing, to the College President within ten (10) working days of receipt of the reply as set out in Step 2. The Union President (or designate) and the College President (or designate) shall meet within five (5) working days of the receipt of the grievance. The College President (or designate) shall submit a written reply within five (5) working days of the meeting.

If the grievance is not resolved at Step 3, the Union may refer the grievance to Arbitration or to the Early Intervention Procedure. The Union shall submit a written notice of intent to proceed to arbitration to the College within five (5) working days of receiving the College's response of Step 3.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employee

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

17.04 - PROFESSIONAL DEVELOPMENT LEAVE

The College recognizes the principle of human resources development through skills upgrading as it relates to opportunity for advancement in the services of the College. An educational initiative deemed beneficial to the College and the employee will be considered appropriate for professional development leave.

The College shall provide a Professional Development Leave Allowance of three hundred and sixty (360) days of paid leave. The Leave Allowance will be "topped up" each April 1" to the level of three hundred and sixty (360) days of paid leave available. The Professional Development Leave Allowance shall be administered by the Professional Development Committee (PDC) in accordance with the provisions outlined below:

- a. The Professional Development Committee (PDC) shall be part of the Joint Standing Committee and shall consist of a minimum of six (6) people, three (3) appointed by the College and three (3) appointed by the Union, who shall be empowered to make decisions on the allocation of the Professional Development Leave Allowance. Meetings of the PDC shall require at least two (2) appointed representatives from each party. An equal number of appointed decision-making representatives of each party will be in attendance before the meeting will proceed. The parties agree to schedule PDC meetings at agreed-upon regular intervals, at a minimum of every month to attend to any outstanding professional development leave matters. Additional meetings may be scheduled to accommodate any backlog. When there is a direct or perceived conflict of interest the committee member shall absent himself/herself from the discussion and from the decision-making on the professional development leave proposal.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

19.01 ANNUAL VACATION ENTITLEMENT

a. Regular full-time employees shall be granted vacation with pay on the following basis:

1. 1.25 days per month (15 days or 3 weeks annualized) from anniversary date (Article 25.03) to month 48 (4 years).
2. 1.67 days per month (20 days or 4 weeks annualized) from month 49 to 96 inclusive (the 5th year to 8 years).
3. 2.08 days per month (25 days or 5 weeks annualized) from month 97 to 156 inclusive (the 9th year to 13 years).
4. 2.50 days per month (30 days or 6 weeks annualized) from month 157 to 216 inclusive, (the 14th year through 18 years).
5. 2.92 days per month (35 days or 7 weeks annualized) from month 217 (the 19th year) onwards.

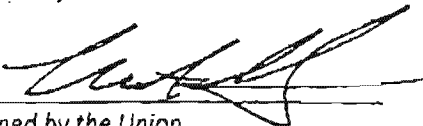
All regular part-time, seasonal full-time, and seasonal part-time employees working less than a thirty-five (35) hour week or for less than twelve (12) months, will be entitled to vacation with pay on a pro rata basis as per (a) above, according to the actual hours worked in the calendar year.

Only that vacation which has been earned may be taken at any given date subject to I below.

- b. Fixed term employees will not be entitled to the vacation outlined above (except as otherwise directed in Article 3.06g), but to pay on each pay cheque for the vacation period on a pro rata basis as per (a) above, according to the actual hours worked in the calendar year.
- c. Probationary employees will not normally be allowed to take vacation until after their probationary period has been served.
- d. Vacation in excess of one year's entitlement shall not normally be carried forward from one (1) fiscal year to the next. Approval to carry the excess vacation entitlement forward may be requested by application to the appropriate Department Head by February 1st.

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: March 13/15

19.02 Vacation Scheduling

By April 30th of each year, an employee in a department will recommend a vacation schedule to be submitted to the department head or designate for approval. Acceptance or rejection of such vacation requests will be given by May 31.

The schedule may be changed thereafter at the request of the employee if acceptable to the department concerned. The employee will submit a written request at least sixty (60) days prior to the requested schedule change and such request will be answered in writing no later than twenty-one (21) days after the request is received.

Written requests submitted with less than sixty (60) days' notice may be considered based on operational needs.


Conflicts in vacation scheduling will be settled by the department supervisor, with seniority in the department as the prime consideration.

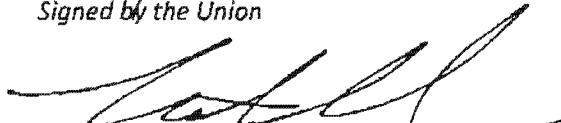
When requested by an employee, s/he shall be entitled to schedule a minimum vacation period of fifteen (15) consecutive working days.

Where an employee wishes to split a vacation period, any other choice of vacation time shall be made only after all other employees have made their initial selection.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: June 10/15

June 9, 2015

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES [LOCAL 4951]

20.02 SICK LEAVE ALLOTMENT

A full-time employee shall accumulate sick leave credits on the basis of one-and-one-half (1 1/2) days per month. Part-time employees shall accumulate sick leave credits on the proportionate basis to full-time based upon the actual hours worked in a calendar month.

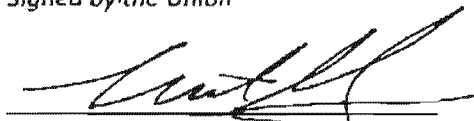
Employees may accumulate up to one hundred and twenty (120) working days sick time.

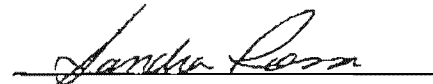
In addition, if an employee has used the ten (10) days of family sick leave in an entitlement year (20.01) and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that s/he does not have a possible twelve (12) days of personal sick leave in an entitlement year.

For the purposes of this Article, the entitlement year ~~should be based on the employee's initial commencement date with the College~~ will be the calendar year (pro-rated where applicable).

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: April 17/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

20.06 Status Report

The College agree to supply each employee with an annual report of accumulated sick leave as at March 31st.

AGREED:

Lily Bachand

Signed by the Union

Janet Lamer

Signed by the Employer

[Signature]

Signed by the Union

[Signature]

Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)


21.05 Exchange Leave

An employee may negotiate with the College to exchange positions with an employee of comparable qualifications and experience from outside the College for a period of up to one year. Applications shall be made to the Human Resources Department.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

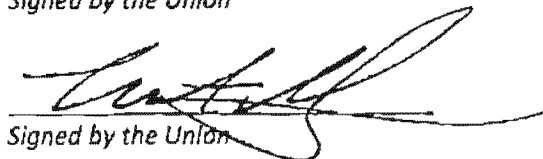
27.03 MODIFICATION OF AGREEMENT

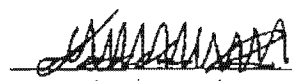
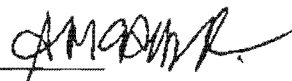
Any change deemed necessary in this Agreement may be made during the life of this Agreement by mutual written agreement of the parties ~~(after ratification of the union membership)~~ at any time during the life of this Agreement and approval of their respective principals.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union

 
Signed by the Employer

DATE: *March 13/15*

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

LETTER OF AGREEMENT – WELLNESS INCENTIVE PLAN

It is recognized that committed employees are the foundation of any successful organization. In the belief that physical and mental well-being contribute directly to increased quality and productivity of operations, the parties have agreed to establish a Wellness Incentive Plan ("The Plan").

The Plan is established under the following conditions:

A. DEFINITIONS

"DAY"

Unless indicated as a Full-time Equivalent Day (F.T.E. Day) a day shall be defined as an employee's normal workday and may include a full-time day or a part-time day. Example: if a part-time employee's normal workday is 0.5 that shall be the "day" referred to for usage, i.e. one wellness day. If a full-time employee is working a modified work week, flex time or self-directed hours the normal workday shall be calculated as 7.0 hours for the purposes of the Wellness Incentive Plan.

"QUARTER"

There shall be four (4) quarterly year periods used in the Plan:

First Quarter – September through November, inclusive;

Second Quarter – December through February, inclusive;

Third Quarter – March through May, inclusive;

Fourth Quarter – June through August, inclusive.

B. ENTITLEMENT

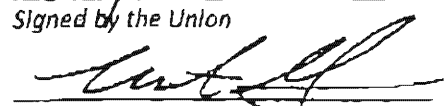
C.

1. All employees, except casuals, are eligible for participation in the Plan upon entitlement of a minimum of eighteen (18) F.T.E. days (126 hours) of sick leave credits.
2. Participation in the plan shall be done on a quarter-yearly basis
3. If an employee has earned the full sick leave credits they are entitled to for a quarter (i.e. no absences charged to sick leave or family sick leave), the employee shall be entitled to one (1) wellness day off with pay. It is agreed that an absence(s) of less than two (2) hours (1 hour and 59 minutes or less) to attend medical/dental appointments or family emergencies shall not jeopardize an employee's entitlement to a wellness day.
4. Wellness days shall not be earned or taken during any unpaid leaves of absence, sick leave, or lay-off periods.

AGREED:



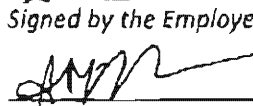
Signed by the Union



Signed by the Union



Signed by the Employer



Signed by the Employer

DATE: March 13/15

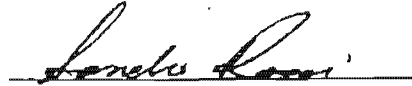
COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

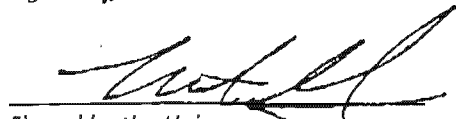
26.03 Employee and Family Assistance Program

An Employee and Family Assistance Program is established for CUPE employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the ~~employee~~ Union. Terms and conditions of the program shall be as agreed in the EFAP contract.

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

DELETE ARTICLE 8 LETTER

Page 99 & 100

Regarding Article 8

March 15, 2006

To: ~~Ms. Julie Carew~~
~~Chief Spokesperson~~
~~PPWC Local 29~~

From: ~~Dan Bradshaw~~
~~Director, Human Resources~~
~~College of New Caledonia~~

Subject: HR Department's Role in the Administration of Job Descriptions

~~During the course of 2006 Collective Bargaining for the renewal of the 2003-05 Collective Agreement between the Parties, the above noted matter was the subject of discussions. I am writing to you with remarks intended to clarify this matter.~~

~~The role of Human Resources (HR) is to assist in the development, review and revision of job descriptions. In providing this assistance HR must attend to the following needs:~~

- ~~• Ensure that the job description, both with regard to duties and qualifications, accurately describe the job. This is critical from the College's perspective in that an accurately described job can make a significant contribution to recruitment efforts and to setting out clear expectations that assist an employee in the performance of their job. From the employee's perspective there is that same need for clear expectations as well as the additional and appropriate need to have an accurately described job for the purpose of setting compensation.~~
- ~~• Ensure that the job description is appropriately aligned with the overall scheme of job descriptions within the College. Simply put, to the extent that any given job is different from the next, then those differences should be captured in both the duties and qualifications. At the same time, where there are no such differences in duties and qualifications from one job to the next, then there is no need for differences in job descriptions. The more that we are able to achieve that balance the greater the certainty that we can have in the overall integrity of our job description and compensation scheme.~~

~~The HR Department carries out its role and meets the needs described above by:~~

- ~~• Reviewing revised and new job descriptions in order to understand any changes in revised jobs or the overall purpose and needs of new jobs.~~
- ~~• Reviewing and commenting on revised and new job descriptions in order to ensure alignment between:~~

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

- ◆ The duties and qualifications of the position; and
- ◆ The duties and especially qualifications of the position relative to both general understandings that HR would have as to "what is required to do the job" as well as HR's understanding of the job relative to other comparator positions in the College (including any relevant "benchmark" positions).

Feedback on these matters is provided to the Department seeking to revise or create the position and adjustments to the job description are made accordingly.

A challenge to carrying out the role as described above is that individual employees and departments will bring a unique perspective and knowledge to the needs and requirements of a given position, whereas HR approaches its role with broader knowledge as well as broader institutional responsibility for the College's job descriptions. It is the responsibility of the HR Department to bring that broader knowledge and responsibility into the equation of the preparation of any given job description in a way that balances and meets both individual and institutional needs and the HR Department will meet that responsibility.

COLLEGE OF NEW CALEDONIA

CUPB LOCAL 4951

Sanella Rossi
AMOM

Lily Bachand
AMOM

Date: November 10, 2011

~~This Memorandum of Agreement was re-signed during the 2010 round of collective bargaining in order to reflect the change in certification as ordered by the Labour Relations Board on September 24, 2009. The parties agree that this is a housekeeping change only and that the parties are not altering the interpretation or application of any of the provisions of the Memorandum.~~

AGREED

Lily Bachand
Signed by the Union

[Signature]
Signed by the Union

Sanella Rossi
Signed by the Employer

AMOM
Signed by the Employer

DATE: March 13/15

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

DELETE ARTICLE 8 LETTER

Page 101 & 102

March 2006

To: ~~Ms. Julie Carow~~
~~Chief Spokesperson~~
~~PPWC Local 29~~

From: ~~Dan Bradshaw~~
~~Director, Human Resources~~
~~College of New Caledonia~~

~~Subject: Application of Article 9.01 of the CNC-PPWC Local 29 Collective Agreement~~

~~During the course of 2006 Collective Bargaining for the renewal of the 2003-05 Collective Agreement between the Parties, the above noted matter was the subject of discussions. The conclusion of those discussions was agreement that the most beneficial course of action was for the College to prepare this letter and include it at the back of the renewed Collective Agreement so that it was available for the information of operational staff employees and their managers.~~

~~The purpose of the letter is to describe as clearly as it is practical to do so, the College's application of Article 9.01 of the Collective Agreement. That application is as follows:~~

- ~~1. The College's primary consideration in filling a vacancy is to hire the most qualified applicant to perform the duties and meet the requirements of the position. An applicant's qualifications are made up of his/her job-related knowledge, skills and abilities.~~

~~The extent to which the College will give weight and place importance on job-related knowledge versus skills versus abilities will vary from position to position. What is critical in order for the College to make the best possible hiring decision as well as to ensure fairness in its selection process is to apply the chosen weighting equally in the case of all applicants to a given position.~~

- ~~2. Selecting the most qualified applicant for a position requires the College to prepare and implement a rigorous selection process that at a minimum will involve a well prepared and structured interview. The evaluation process may also involve other forms of evaluation including tests, written or oral presentations, role-playing and hands-on demonstrations of the skills and abilities required to perform the position.~~

~~In order to make the best possible hiring decision as well as to ensure fairness in its selection process, the College must evaluate applicants against the job-related knowledge, skills and abilities that are most critical to success in the position, and not simply against those that are easiest to measure.~~

- ~~3. Where at the conclusion of the selection process the College determines that~~

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES [LOCAL 4951]

~~two or more applicants are relatively equal, then and only then shall seniority become a factor in the selection process, namely that the position will be awarded to the senior applicant within the bargaining unit. This use and application of seniority should be consistent in all selection decisions regardless of whether the applicants are internal or external to the bargaining unit.~~

- ~~4. Where at the conclusion of the selection process the College determines that all candidates have demonstrated themselves to be deficient in some requirement(s) of the position the College may choose to either re-post the position or to select one of the applicants to the position. In the latter case the College must still select the most qualified candidate and where two or more applicants' qualifications are relatively equal then award the position to the senior applicant within the bargaining unit.~~

~~Where the successful applicant has demonstrated him/herself to be deficient in some requirement(s) of the position, the College should clearly identify those deficiencies to the successful applicant. The College should also conclude with the applicant on those plans and expectations that may be put into place for the applicant to address those deficiencies.~~

~~I trust that the above meets the purpose it is intended for, namely to describe the College's application of Article 9.01 of the Collective Agreement.~~

COLLEGE OF NEW CALEDONIA

CUPE LOCAL 4951

Sandra Ross
[Signature]

Lily Bachand
[Signature]

Date: *November 10, 2011*

~~This Memorandum of Agreement was re-signed during the 2010 round of collective bargaining in order to reflect the change in certification as ordered by the Labour Relations Board on September 24, 2009. The parties agree that this is a housekeeping change only and that the parties are not altering the interpretation or application of any of the provisions of the Memorandum.~~

AGREED:

Lily Bachand
Signed by the Union

[Signature]
Signed by the Union

Sandra Ross
Signed by the Employer


[Signature]
Signed by the Employer

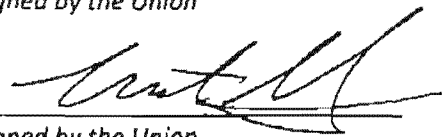
DATE: *March 13/15*

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

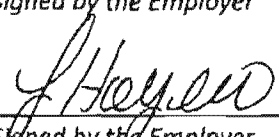
Renew Letter of Agreement – Re: College Security
Renew Letter of Understanding – Re: College Expansion
Renew Letter of Agreement – Job Sharing
Renew Letter of Agreement – Pyramiding Transition

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: April 17/15

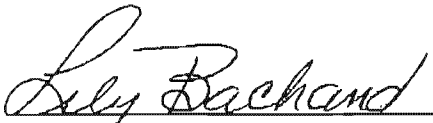
COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES [LOCAL 4951]

Renew Letter of Agreement – Re: Conversion to Full-Time Positions


Delete Memorandum of Agreement – Re: Minimum Scheduled Hours of Work per Day

Delete Memorandum of Agreement – Re: Establishment of Bi-Weekly Semi-Monthly Periods for Employees who Work Self-Directed Hours and Modified Work Weeks

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: June 9, 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA

AND:

CUPE C.U.P.E. LOCAL 4951

RE: BARGAINING UNIT EXCLUSIONS

The parties agree that in accordance with the recognized interpretations of the Labour Relations Board of British Columbia relating to managerial and/or confidential positions, the following positions are not included in the bargaining unit:

~~Administrative Assistant to the Executive Office~~

~~Advisor, Aboriginal Education~~

~~Assistant Manager, Facilities Services~~

~~Assistant Registrar~~

Associate Dean, School of Health Sciences

Associate Dean, School of Trades & Technologies

Associate Dean, University Studies & Career Access

~~Associate Director-Dean, Community & Continuing Education~~

~~Associate Director, Continuing Education~~

~~Associate Director, Facilities Services~~

Associate Director, Human Resources

~~Associate Director, Information Technology Services~~

Associate Director, International Education

~~Associate Directors, Regional Campus~~

Associate Director, Student Services

Associate Regional Directors Principals, Regional Campuses

Associate Registrar

Associate Vice President, Academic

~~Budget Officer~~

Campus Supervisors, Regional Campuses

Chief Information Officer

Controller

~~Dean, Arts & Sciences~~

~~Dean, Business & Technologies~~

~~Dean, College Foundations~~

~~Dean, School of Academic Foundation & HR~~

~~Dean, School of Academic Studies~~

Dean, School of Community & International Education

Dean, School of Health Sciences

June 9, 2015

Dean, School of Trades & Technologies
Dean, University Studies & Career Access
Director, Aboriginal Education
Director, Applied Research & Innovation
 Director, Communications & Development
~~Director, Community, Industry & Business Initiatives~~
 Director, Facilities Services
Director, Finance
 Director, Human Resources
~~Director, Centre Institute for Learning and Teaching~~ for Teaching and Learning
 Director, Learning Support
~~Directors, Regional Campus~~
 Director, Resource Centres
 Director, Special Projects
 Director, Student Services
Executive Admin Support, Human Resources
 Executive Assistant Human Resources
 Executive Assistant, Vice-President Academic
Executive Assistant, Vice-President Administration & Finance
 Executive Director, Human Resources
Executive Director, External Relations
 Executive Office Administrator
~~Executive Vice-President, Academic~~
Financial Analyst
~~Head of Reference Services~~
 Human Resources Administrator
 Human Resources Assistant
 Human Resources Advisors
~~Labour Relations Coordinator~~
 Manager, Aboriginal Resource Centre & Senior Policy
 Manager, Campus Development
~~Manager, College Store~~
 Manager, Communication Services
~~Manager, Enterprise Development Centre~~
 Manager, Facilities Services
~~Manager, Finance & Administration~~
 Manager, Financial Planning & Operations
~~Manager, Food Services~~
 Manager, Fundraising
 Manager, International Recruitment & Marketing
 Manager, Marketing & Enrolment Services
~~Manager, Media Services~~
~~Manager, Campus Development~~
 Manager, Purchasing
 Manager, Public Relations & Student Information
 Manager, Retail & Dining Services
~~Manager, Safety & Security~~

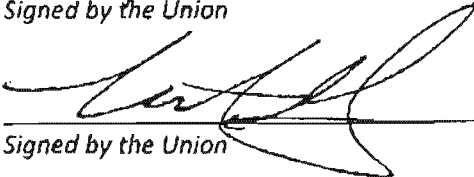
June 9, 2015

~~Manager, Small Woodlands~~
Manager, Student Residence
Operations Manager, International Education
Operations Managers, Regional Campuses
Operations Manager, School of Trades & Technologies
President
Principals ~~Regional Directors~~, Regional Campuses
Registrar
Safety Coordinator
Vice-President, Academic
Vice-President, Administration & Finance ~~Finance/Admin/Bursar~~
Vice-President, Community & Student Services
Vice-President Student Services

AGREED:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

DATE: June 10/15

June 9, 2015

COLLEGE OF NEW CALEDONIA AND CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 4951)

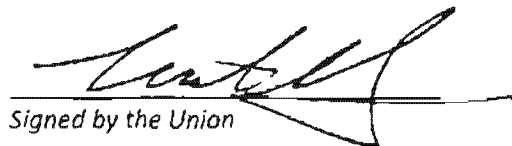
To renew the following agreements:

MEMORANDUM OF AGREEMENT Re: VALT and Appendix A and B

LETTER OF AGREEMENT Re: Self-Directed Hours

AGREED:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

DATE: June 10/15

2014 – SUPPORT STAFF MULTI-EMPLOYER TABLE (“MET”)

between

POST-SECONDARY EMPLOYERS’ ASSOCIATION (“PSEA”)

(“the Employers”)

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES’ UNION (“BCGEU”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES (“CUPE”)

The parties have agreed that the following items will form part of the Memorandum of Agreement (“MOA”) between them for the renewal of the local parties’ collective agreements that expired in 2014. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2014 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

While not to be included in the Collective Agreement:

- (a) Effective the date of ratification, a joint committee called the *“BC Provincial Pharmacare Formulary Process Improvement Committee” (“FPIC”)* will be formed. The FPIC will:
 - i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees, two (2) of the members will be appointed by the British Columbia Government and Service Employees’ Union, and four (4) of the members will be appointed by the Post-Secondary Employers’ Association (“PSEA”);
 - ii. the FPIC will complete their work by December 31, 2015 (the *“Completion Date”*) and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date. ; and
 - iii. Each appointing party will be responsible for all costs related to their members’ involvement in the FPIC.

The purpose of the FPIC will be to:

- a. identify process problems that have been experienced since the transition to the BC Provincial Pharmacare Formulary (*"Pharmacare Formulary"*) including issues related to customer service by the insurance carrier;
 - b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
 - c. investigate the feasibility of implementing electronic filing of Special Authority claims; and
 - d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.
- (b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the *"Formulary Drug"*) and that drug was recently delisted from the Formulary (the *"Delisted Drug"*) and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
- (c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:
- i. prescribed a drug that is not part of the Pharmacare Formulary (*"Non-Pharmacare Formulary Drug"*); or
 - ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" (*"Special Authority Drug"*) and the individual either:
 - 1. does not want to go through the approval process to obtain the Special Authority Drug; or
 - 2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

2. Administrative Service Delivery Transformation Project (ASDTP):

The Employer and the Union agree to authorize the PSEA and the CISSBA to write a joint letter to the Ministry of Advanced Education seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertaking.

3. Provincial Job Evaluation / Classification Plan:

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal

- (a) Effective the date of ratification, the Employers and the Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, to add the following provision under the sick leave provisions for each of the Parties' applicable local agreements, and existing provisions renumbered accordingly. It is agreed that this housekeeping proposal does not change the intent of the JEIP Letter of Understanding as negotiated at the 2010-14 Support Staff Compensation Template Table.

"Joint Early Intervention Program

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- a. **Jointly Managed – The program will be jointly managed by the Employer and the Union.**
- b. **Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.**
- c. **Rehabilitative – The JEIP is rehabilitative in nature.**
- d. **Confidential - The parties involved in the program will maintain confidentiality of all information."**

- (b) Effective the date of ratification, the Employers and Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, that the following Letter of Understanding on the Post-Secondary Joint Early Intervention Program that was negotiated at the 2010-14 Support Staff Compensation Template Table, will be deleted from each of the Parties' applicable local agreements.

"Letter of Understanding

Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- ~~The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;~~
- ~~Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;~~
- ~~Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;~~
- ~~The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee's prognosis for early managed return to work;~~
- ~~The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and~~
- ~~An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.~~

~~The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.~~

~~The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013."~~

5. Term of Agreement

The term of the new collective agreements shall be for sixty (60) months, effective from July 01, 2014 to June 30, 2019.

The continuation language of each local collective agreement's Term of Agreement provision, if any, shall remain as it is in the agreement currently in force.

6. Wage Increase

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. 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.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).”

Signed by the Parties at Burnaby, British Columbia on November 21, 2014.

For the Employers:

Anita Bleick, PSEA CEO

Rhonda Bender, PSEA

For the Unions:

Linsay Buss, BCGEU Staff

Ian McLean, CUPE Staff

Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

“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 1st and ending December 31st 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 pay day after the commencement of the eleventh (11th) 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 (1/2) 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).

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.