

Memorandum of Agreement

Between

Nicola Valley Institute of Technology

(hereinafter called "the Employer or NVIT")

and the

Nicola Valley Institute of Technology Employees' Association

(hereinafter called "the Union or NVITEA")

The undersigned bargaining representatives of Nicola Valley Institute of Technology, acting on behalf of Nicola Valley Institute of Technology (hereinafter called "NVIT or the Employer"), agree to recommend to the Nicola Valley Institute of Technology Board;

and

the undersigned bargaining representatives acting on behalf of the Nicola Valley Institute of Technology Employees' Association (hereinafter called "NVITEA or the Union"), agree to recommend to the Union membership;

that their Collective Agreement commencing April 1, 2014 and expiring March 31, 2019 (hereinafter called the "new Collective Agreement"), shall consist of the following:

1. **Previous Conditions**

All of the terms of the 2012 - 2014 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for sixty (60) months from April 1, 2014 to March 31, 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". The Employer

and the Union further agree that subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions or amendments.

5. **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.

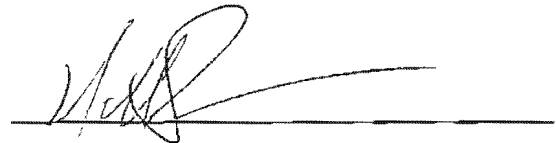
Signed this 30 day of November, 2015.

Bargaining Representatives for the Employer:



Sherita Whittaker

Bargaining Representatives for the Union:



P. J. Jones

MOA APPENDIX A

Article 6.1.3 Union Security

- 6.1.1 All new employees covered under the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union.
- 6.1.2 All employees within the bargaining unit who are already members of the Union shall, as a condition of employment, remain members in good standing of the Union.
- ~~6.1.3 All employees within the bargaining unit of the Union who are not members of the Union at the date of the signing of this Agreement may become members of the Union, but shall not be required to do so. If they choose to become members of the Union, they shall, as a condition of employment, remain members in good standing. If they choose not to become members within 15 days of the signing of this Agreement, as a condition of their employment, shall authorize the deduction of an amount equal to the Union dues paid by other employees in the bargaining unit, and have that amount remitted to the Union.~~
- 6.1.3 Notwithstanding anything contained in this Article, NVIT shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such employee to tender the dues uniformly required in order to acquire or maintain membership in the Union, unless NVIT agrees that the grounds upon which the Union refused or terminated such employee's membership are valid to justify his or her discharge by NVIT.

Article 6.2 Dues Check Off and Initiation Fees

- 6.2.1 For all employees covered under the bargaining unit, NVIT agrees to uphold the compulsory requirement for employees to pay check-off of all Union dues, initiation fees, and other assessed charges of the Union as a condition of employment.
- 6.2.2 NVIT agrees to deduct from all employees in the bargaining unit, the monthly amount spread over the frequency of the monthly pay periods, as determined by the Union and to deduct any other assessed charges as determined by the Union. This sum will be transmitted to the Union on a monthly basis with a list of employees from whom deductions were made in that pay period, and with the amounts deducted from each employee.
- 6.2.3 Before NVIT is obliged to deduct any amount, the secretary or president of the Union must advise the Manager of Human Resources and Facilities' office in writing, by copy of a resolution passed at a general meeting of the Union, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Union signed by the secretary or president of the Union.
- 6.2.4 Union dues will not be deducted from severance payments made to bargaining unit employees.

Article 6.5

- 6.5 Within 60 days of execution of the Collective Agreement, NVIT shall provide an electronic copy to each member of the union bargaining committee and will post the agreement on the NVIT website.

Article 7 Bargaining Unit Description

7.2 At the signing of this Agreement, the positions excluded from the bargaining unit are:

- President
- Vice President Academic and Strategic Partnerships
- Associate Vice President
- Dean of Academic Programs
- Associate Dean of Community Education and Applied Programs
- Director of Finance and Integrated Systems Administration
- Director of Students and Registrar
- Manager of Budgets and Financial Reporting
- Manager of Campus Operations
- Manager Institutional Research
- Manager, IT Infrastructure
- Manager, IT Applications
- Manager of Human Resources and Facilities
- Success Centre Manager
- Associate Registrar
- Administrative Coordinator Manager Community Education
- Assistant to the Director of Students and Registrar
- Corporate Services Assistant to the Director of Finance & Administration
- Human Resource Officer
- Executive Assistant to the President and Board
- Assistant to Vice President Academic and Strategic Partnerships
- Assistant to the Deans

Article 11 Professional Development

11.1 General

- 11.1.1 It is mutually agreed that professional development is in the interests of both parties for the purpose of assisting both support staff and faculty employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within NVIT and the post secondary system.
- ~~11.1.2 NVIT will attempt to budget one percent (1%) of the total salary budget for continuing employees within the bargaining unit to support on-going professional development activities.~~
- 11.1.3 Professional development for purposes of this agreement is for the maintenance and development of the faculty member's professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program.
- 11.1.4 Professional development for support staff is intended to enhance the effectiveness and efficiency of those skills required in their present position, and to improve the quality of service offered by NVIT.
- ~~11.1.5 Where purchase of resources of lasting value is required and approved, the resources will become the property of NVIT.~~
- ~~11.1.6 Employees requesting professional development leave shall submit a written proposal to the appropriate Senior Manager at least one month prior to the commencement of such leave. The proposal should set out how the time will be used to the advantage of the employee and to that of NVIT. The Senior Manager shall not unreasonably withhold approval of such leave requests.~~
- ~~11.1.7 Each employee who has been granted PD leave shall prepare a report of those activities and submit the report to the appropriate Senior Manager and the Joint Professional Development Committee. Faculty will then be encouraged by the parties to share their experience in the spirit of shared learning and professional development.~~

~~11.2 Joint Professional Development Committee (JPDC)~~

- ~~11.2.1 The administration and allocation of the professional development fund is the responsibility of the Joint Professional Development Committee (JPDC). The JPDC shall determine the criteria and procedures for fund allocation.~~

- ~~11.2.2 The JPDC shall consist of three (3) members appointed by the Institute administration, and three (3) members appointed by and from the Union, one of which shall be a support staff member.~~
- ~~11.2.3 Professional development funds for continuing employees shall normally not exceed \$2,000 per person per fiscal year.~~
- ~~11.2.4 Upon approval by the Joint Professional Development Committee any professional development funds remaining as of March 31st may be used to provide indemnity to eligible employees. Eligible employees are those who have requested professional development funds in the current fiscal year and who have spent more than the maximum amount allocated to them prior to March 31st. Eligible employees will be required to provide receipts and will be paid equitably from any remaining funds to a maximum amount of \$250.00 each.~~
- ~~11.2.5 The JPDC will produce a year end report on the use of professional development activity and the use of funds. The purpose of this report, which shall include costs, shall be to monitor professional development efficiency. This report will be made available to the President of NVIT and to the Union.~~
- ~~11.2.6 Upon request, NVIT shall provide to the Union an accounting for all professional development expenditures.~~

11.2 Professional Development Funds

- 11.2.1 NVIT will attempt to budget one percent (1%) of the total salary budget for continuing employees within the bargaining unit to support on-going professional development activities.
- 11.2.2 All continuing employees within the bargaining unit with at least one-year continuous employment are eligible to apply to the Joint Professional Development Committee, for professional development funds.
- 11.2.3 Where purchase of resources of lasting value is required and approved, the resources will become the property of NVIT.

11.3 Professional Development Leave – Faculty

- ~~11.3.1 Subject to Article 11.3.3 leave with pay for PD activities, shall be granted by the Employer. Such leave shall be for the purpose of supporting and assisting faculty employees to upgrade their knowledge and skills for continuing professional responsibilities; to improve the quality, effectiveness and efficiency of programs and services at NVIT, or for career advancement in the post-secondary system.~~
- 11.3.1 Employees requesting professional development leave shall submit a written proposal to the appropriate Senior Manager at least one month prior to the commencement of such leave. The proposal should set out how the time will be used to the advantage of

the employee and to that of NVIT. The Senior Manager shall not unreasonably withhold approval of such leave requests.

- 11.3.2 Twenty (20) duty days of PD leave with pay are available each calendar year for continuing faculty employees who have completed probation.
- 11.3.3 ~~The scheduling of PD leave shall be mutually agreed to by the employee and the Institute subject to Article 22, Workload and Hours of Work.~~
- 11.3.3 Subject to Article 11.3.1 leave with pay for PD activities, shall be granted by the Employer. Such leave shall be for the purpose of supporting and assisting faculty employees to upgrade their knowledge and skills for continuing professional responsibilities; to improve the quality, effectiveness and efficiency of programs and services at NVIT, or for career advancement in the post-secondary system.
- 11.3.4 Professional development activities shall not take the employee from regular duties for more than ten (10) consecutive work days at a time.
- 11.3.5 Each employee who has been granted PD leave shall prepare a report of those activities and submit the report to the appropriate Senior Manager and the Joint Professional Development Committee. Faculty will then be encouraged by the parties to share their experience in the spirit of shared learning and professional development.
- 11.3.6 The scheduling of PD leave shall be mutually agreed to by the employee and the Institute subject to Article 22, Workload and Hours of Work.
- 11.3.7 Time taken to attend training or sessions at the request of NVIT shall not be considered as part of the annual PD leave.

11.4 Joint Professional Development Committee (JPDC)

- 11.4.1 The administration and allocation of the professional development fund is the responsibility of the Joint Professional Development Committee (JPDC). The JPDC shall determine the criteria and procedures for fund allocation.
- 11.4.2 The JPDC shall consist of three (3) members appointed by the Institute administration, and three (3) members appointed by and from the Union, one of which shall be a support staff member.
- 11.4.3 Professional development funds for continuing employees shall normally not exceed \$2,000 per person per fiscal year.
- 11.4.4 Upon approval by the Joint Professional Development Committee any professional development funds remaining as of March 31st may be used to provide indemnity to eligible employees. Eligible employees are those who have requested professional development funds in the current fiscal year and who have spent more than the maximum amount allocated to them prior to March 31st. Eligible employees will be

required to provide receipts and will be paid equitably from any remaining funds to a maximum amount of \$250.00 each.

- 11.4.5 The JPDC will produce a year end report on the use of professional development activity and the use of funds. The purpose of this report, which shall include costs, shall be to monitor professional development efficiency. This report will be made available to the President of NVIT and to the Union.
- 11.4.6 Upon request, NVIT shall provide to the Union an accounting for all professional development expenditures.

11.5 – Faculty Professional Development Fund

11.5.1 Purpose

The purpose of the Common Faculty Professional Development Fund ("the Faculty Fund") is to in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.

11.5.2 Process

The parties agree to administer PD funds as follows:

1. NVIT will budget .6% of faculty salary per fiscal year to a PD Fund to support various types of professional development for faculty. (Called "Faculty Fund")
2. This fund will be held in a separate account from the NVIT PD fund budgeted as per Article 11.2.1 (Called "NVITEA Fund").
3. When NVIT faculty apply for, and are approved to receive professional development funds through the Joint Professional Development Committee (JPDC) as per Article 11, the payment will be drawn equally from the two funds outlined in #1 & #2 above. For example: a PD payment of \$500.00 would result in \$250.00 being charged to both accounts.
4. If support staff members apply for PD funds and there is no balance in the NVITEA Fund but a balance remains in the Faculty Fund, the JPDC can review the accounts to determine if more than 50% of any previously approved faculty requests should be deducted from the Faculty fund to provide funds for support staff.
5. If faculty members apply for PD funds and there is no balance in the Faculty Fund but a balance remains in the NVITEA Fund the JPDC can approve 100% payment from the NVITEA Fund.

6. Balances remaining in either fund at fiscal year end can be utilized to pay indemnity payments as per Article 11.4.4, however only indemnity payments to faculty will come from the Faculty Fund.

15.12 Policy Grievance

- 15.12.1 Should either the Employer or the Union have reason to grieve the actions of the other, or the provisions of this Collective Agreement, then they shall do so within 60 days of the alleged violation. The grievance shall be submitted as a Policy Grievance and the following initiating procedures shall be undertaken:

If the Union wishes to grieve then they will submit the grievance directly to the President, with a copy to the Manager of Human Resources and Facilities.

- If the Employer wishes to grieve then they will submit the grievance directly to the President of the Union, with a copy to the Chief Shop Steward.

- 15.12.2 Should either the Employer or the Union have reason to grieve the actions of the other, or the provisions of this Collective Agreement, then they shall do so within 60 days of the alleged violation. The grievance shall be submitted as a Policy Grievance and the following initiating procedures shall be undertaken:

If the Union wishes to grieve then they will submit the grievance directly to the President, with a copy to the Manager of Human Resources and Facilities.

- If the Employer wishes to grieve then they will submit the grievance directly to the President of the Union, with a copy to the Chief Shop Steward.

- 15.12.2 The following process will apply:

- 15.12.2.1 A meeting with the parties concerned will occur within ten (10) working days of receipt of the grievance and a written response will be provided within a further ten (10) working days.

- 15.12.2.2 If the written response is not to the satisfaction of the aggrieved party, then the grievance may be advanced to Step Four (Mediation) or Step Five (Arbitration). Notice of intent to advance to arbitration will be in writing to the other party within fifteen (15) working days of the date of the written response.

- 15.12.2.3 Within a further thirty (30) working days of the notice to proceed to mediation or arbitration, the parties shall mutually agree upon a mediator or arbitrator, or may request the appointment of a Settlement Officer by the Collective Agreement Arbitration Bureau.

- 15.12.2.34 Each party shall pay the expenses incurred in connection with preparation and presentation of its own case to the arbitrator. The parties shall share equally the expenses of the arbitrator.

22.7.8 Overload (~~local provisions~~)

- 22.7.8.1 If a member of the faculty responds to a posting by NVIT and is successful, the faculty member ~~would be in an overload. The faculty member shall be paid in accordance with the provisions of Article 35.2.1.5 which is the term rate.~~ This overload may be taken as pay or banked as time to be taken at a time mutually agreed to.
- 22.7.8.2 If NVIT initiates an overload with a faculty member then article 12.5 of the Common Agreement shall apply.
- 22.7.8.3 Sections assigned to a faculty member under this article will not normally exceed 2 in an academic year.

Article 27 Harassment and Standards of Conduct

Refer to 2012-2014 Common Agreement.

- 27.1 The parties are committed to providing a secure and safe working and learning environment and agree that such an environment can be enhanced if employees:
1. Become familiar with the 2012-2014 Common Agreement harassment language;
 2. Review all safety and emergency procedures annually or as amended;
 3. Complete NVIT's bullying & harassment training annually or as amended;
 4. Become familiar with NVIT policies; and
 5. Become familiar with the NVIT Code of Conduct.

Article 32 Support Staff Salaries

NVIT support staff shall receive compensation increases as per Appendix 1 ~~per LOU #5 of the 2012—2014 Common Agreement.~~

Article 33 Faculty Salaries

33.1 Compensation

Refer to Appendix 2 Faculty Salary Scales

LOU # 5 Instructional Faculty Vocational Programming

The parties agree that certain programs, as well as certain courses within programs, use a vocational type of learning that emphasizes a hands-on practical approach to learning. The following vocational section loading guidelines shall be used:

- i) Full time Access to Practical Nursing (APN) instructors will instruct 700 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term APN instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.
- ii) Full time Health Care Assistant (HCA) instructors will instruct 724 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term HCA instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.
- iii) Full time Trades instructors will instruct 960 contact hours in each Academic Year. This level will be deemed to be 8 sections. There is no limit to the number of preps. The salary for a term trades instructor will be calculated and paid rateably in accordance with the calculation of this full time workload.

Appendix 1 – Support Staff Salary Scales

Support Staff Salary Scales – April 1, 2015 to January 31, 2016

	Level 1	Level 2
Step 10:	37,670.57	45,939.18

(Red Circled Employees Only)

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	31,374.58	32,132.40	32,933.56	33,756.36	34,557.49	36,159.80	37,063.79
2	32,933.56	33,756.36	34,557.49	35,423.59	36,462.92	38,108.54	39,061.23
3	34,557.49	35,423.59	36,462.92	37,372.32	38,649.84	40,338.72	41,347.19
4	37,372.32	38,649.84	39,602.52	40,360.41	41,356.42	43,110.26	44,188.02
5	39,602.52	40,360.41	41,356.42	42,374.08	44,084.83	45,903.45	47,051.02
6	41,356.42	42,374.08	44,084.62	45,167.25	46,791.18	48,696.62	49,914.06
7	44,084.62	45,167.25	46,791.18	47,960.44	49,497.75	51,468.16	52,754.85
8	49,497.76	50,731.97	52,918.87	54,239.69	55,582.14	57,682.45	59,124.52
9	52,918.87	54,239.69	55,582.14	56,946.26	58,526.89	60,713.80	62,231.65
10	55,582.14	56,946.26	58,526.89	59,977.62	61,493.29	63,745.16	65,338.79
11	58,526.89	59,977.62	61,493.29	63,008.98	64,438.04	66,776.51	68,775.18
12	61,493.29	63,008.98	64,438.04	66,040.33	67,382.80	69,786.23	71,530.88
13	64,438.04	66,040.33	67,382.80	69,050.05	70,349.20	72,817.60	74,638.03
14	67,382.80	69,050.05	70,349.20	72,081.41	73,293.96	75,848.95	77,745.18

Effective the date of ratification, the Employer and the Association agree to the following:

All base wages of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- Effective the first day of the first full pay period after April 01, 2015, all annual rates of pay which were in effect on March 31, 2015 shall be increased by one percent (1%).
- Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend*.

- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay which were in effect on January 31, 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 "TBD"" for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Appendix 2 – Faculty Salary Scale (Provincial Salary Scale)

STEP	1-Apr-14 to 31-Mar-15	¹ 1-Apr-15 to 31-Jan-16	^{1,2,3} 1-Feb-16 to 31-Mar-16	^{1,3} 1-Apr-16 to 31-Jan-17	^{1,2,3} 1-Feb-17 to 31-Mar-17	^{1,3} 1-Apr-17 to 31-Jan-18	^{1,2,3} 1-Feb-18 to 31-Mar-18	^{1,3} 1-Apr-18 to 31-Jan-19	^{1,2,3} 1-Feb-19 to 31-Mar-19
1	\$86,611	\$87,477	\$87,871	\$88,310	\$89,193	\$89,639	\$90,535	\$90,988	\$91,898
2	\$81,136	\$81,947	\$82,316	\$82,727	\$83,555	\$83,972	\$84,812	\$85,236	\$86,089
3	\$75,577	\$76,333	\$76,676	\$77,060	\$77,830	\$78,220	\$79,002	\$79,397	\$80,191
4	\$72,485	\$73,210	\$73,539	\$73,907	\$74,646	\$75,019	\$75,770	\$76,148	\$76,910
5	\$69,829	\$70,527	\$70,844	\$71,199	\$71,911	\$72,270	\$72,993	\$73,358	\$74,091
6	\$67,175	\$67,847	\$68,152	\$68,493	\$69,178	\$69,524	\$70,219	\$70,570	\$71,276
7	\$64,519	\$65,164	\$65,457	\$65,785	\$66,442	\$66,775	\$67,442	\$67,780	\$68,457
8	\$61,864	\$62,483	\$62,764	\$63,078	\$63,709	\$64,027	\$64,668	\$64,991	\$65,641
9	\$59,209	\$59,801	\$60,070	\$60,370	\$60,974	\$61,279	\$61,892	\$62,201	\$62,823
10	\$56,554	\$57,120	\$57,377	\$57,664	\$58,241	\$58,532	\$59,117	\$59,413	\$60,007
11	\$53,900	\$54,439	\$54,684	\$54,957	\$55,507	\$55,785	\$56,342	\$56,624	\$57,190

Sessional Faculty Scales

Category	1-Apr-14 to 31-Mar-15	¹ 1-Apr-15 to 31-Jan-16	^{1,2,3} 1-Feb-16 to 31-Mar-16	^{1,3} 1-Apr-16 to 31-Jan-17	^{1,2,3} 1-Feb-17 to 31-Mar-17	^{1,3} 1-Apr-17 to 31-Jan-18	^{1,2,3} 1-Feb-18 to 31-Mar-18	^{1,3} 1-Apr-18 to 31-Jan-19	^{1,2,3} 1-Feb-19 to 31-Mar-19
1A	6,081.90	6,142.72	6,170.36	6,201.21	6,263.23	6,294.54	6,357.49	6,389.27	6,453.17
1B	6,914.39	6,983.53	7,014.96	7,050.03	7,120.53	7,156.14	7,227.70	7,263.84	7,336.48
1C	7,330.63	7,403.94	7,437.25	7,474.44	7,549.18	7,586.93	7,662.80	7,701.11	7,778.13
2A	6,243.62	6,306.06	6,334.43	6,366.11	6,429.77	6,461.92	6,526.53	6,559.17	6,624.76
2B	7,076.11	7,146.87	7,179.03	7,214.93	7,287.08	7,323.51	7,396.75	7,433.73	7,508.07
2C	7,700.47	7,777.47	7,812.47	7,851.54	7,930.05	7,969.70	8,049.40	8,089.65	8,170.54

A.	3-4 hours / week
B.	5 - 6 hours / week
C.	3 - 4 hours /week & lab

- 1 Probationary 1 - 8 sections
- 2 9 or more sections taught at NVIT since Jan 1, 2007

Rates inclusive of vacation pay and benefit allowance.

¹The first day of the first full pay period after this date.

²See Appendix 3 - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

Effective the date of ratification, the Employer and the Association agree to the following:

All base wages of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after April 01, 2015, all annual rates of pay which were in effect on March 31, 2015 shall be increased by one percent (1%).
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
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- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay which were in effect on January 31, 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 "TBD"" for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Appendix 3 Memorandum of Understanding on the Economic Stability Dividend

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 Stability 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 Stability 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.

Housekeeping

1. Where required, delete reference to old dates throughout the collective agreement.
2. Correct job titles where required.
3. Renumber articles and LOUs where required.
4. The parties agree that the 2012-2014 Common Agreement will be attached as an addendum to the 2014-2019 NVIT/NVITEA Collective Agreement.
5. Remove the word Coordinator from the title of Article 19 – Department Head.
6. Remove the word Coordinator from Article 22.8 – Workload Modification.
7. Term of Agreement will be April 1, 2014 to March 31, 2019.
8. LOU 1, 2, 3, & 4 will be renewed.

The parties further agree that Harassment Complaint (100) and Grievance 102 will be deemed to be withdrawn upon signing of this Memorandum of Agreement.