

Memorandum of Settlement

Between the

Northwest Community College

And the

**B.C. Government and Service
Employees' Union (BCGEU)**

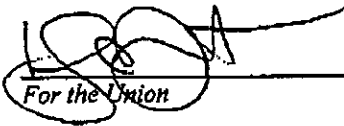
**Representing Employees of Local 712
Support Staff Bargaining Unit**

Whereas the Parties signatory to this Memorandum have, pursuant to Provincial Legislation bargained in good faith and have entered into a tentative Collective Agreement on this 19th day of May, 2006, in Terrace, British Columbia:

The Tentative Collective Agreement is as follows:

1. The current Collective Agreement which is in effect until June 30, 2006;
2. All changes to the Collective Agreement which are appended to this document;
3. The Union will put this Tentative Agreement to a Ratification Vote at the earliest possible time.
4. The Employer will put the Tentative Agreement through their ratification procedure at the earliest possible time.

Should there be any difficulties arising out of the Tentative Agreement or this Memorandum, the Parties remain seized.



For the Union



For the Employer

May 23/06
Date

General

Replace "he/she" with gender neutral language throughout the Agreement.

General

Add a Keyword Index to the Collective Agreement.

Article 9 – Arbitration

9.2 Replace the name of the arbitrator S. Kelleher with the name of arbitrator J. Korbin.

Article 11 – Seniority

11.1 Renumber existing clause as (a)
Add a new clause 11.1 b) to read:

11.1 b) When two (2) or more employees have the same total accrued seniority, their relative seniority will be determined by chance.

11.9 Layoff

Amend the clause as follows:

- a) current language
- b) current language
- c) (1) current language
(2) delete

Reorder rest of clause

Article 13 – Service Career Policy

Add a new clause to read:

13.7 Appointment Procedures

(g) Where an employee is successful on a lateral posting/transfer, the employee will not be permitted to apply on lateral postings/transfers for a period of three (3) months without written permission of the employee's supervisor. Such permission shall not be unreasonably withheld.

Add the following note to the clause

13.7 (a) Appointment Procedures – Bargaining Note

In applying for a posting, applicants are deemed to be qualified if they meet the required qualification(s). For example, if the posting requires typing of 50 words per minute, any applicant who can demonstrate they can type 50 words per minute or greater will be deemed qualified. An additional example is: if a class 5 drivers licence is required for the position, any applicant with a class 5 or better licence will be deemed qualified.

In the event that no applicant meets the required qualification(s), the Employer has the right to select which applicant shall be awarded the position without regard to seniority. This does not preclude an employee from exercising their rights under the Collective Agreement.

Article 21 – Annual Vacation

Amend clause 21.3 to read:

- 21.3 (a) Active service with the Canadian Armed Forces shall be counted in the calculation for vacation entitlement after the employee has completed at least one (1) year service with the College.
- (b) Discharge certificates must be presented before service is recognized. It is not necessary that an individual shall have been employed by the College immediately prior to any service nor to have joined the College immediately following service.

Delete current 21.3 language

Article 23 – Special and Other Leaves

Add a new clause to read:

23.19 Other Religious Observances

- (a) Employees who are members of non-Christian religions may arrange up to three (3) days leave without pay per calendar year to observe a spiritual or holy day. Such leave shall not be unreasonably withheld, and operational requirements will be considered.
- (b) A minimum of four (4) weeks notice is required for leave under this provision.
- (c) Employees granted leave under this provision may utilize unused vacation credits.

Article 36

Amend Clause 36.9 to change "Regional/Assistant Director" to "Campus Principal/Dean".

Bargaining Note

Life Long Learning

The Employer agrees to facilitate a presentation by the Union Bargaining Committee to the College Board at the earliest possible date.

Letter of Understanding

The parties signatory to this Collective Agreement agree to meet and complete a review of all outstanding job classifications and reclassifications by June 30, 2006.

Letter of Understanding

The Parties signatory to this document, agree to make the necessary housekeeping changes to the Collective Agreement which may arise as a result of negotiated changes to the document.

TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2006 to June 30, 2010.

The continuation language of the current Agreement's Term of Agreement provision shall remain as it is in the Agreement currently in force.

BASE WAGE INCREASE

All wage scales in the Agreement shall be increased by the following percentages effective the dates indicated:

| | |
|--------------|-------|
| July 1, 2006 | 2.1 % |
| July 1, 2007 | 2.1 % |
| July 1, 2008 | 2.1 % |
| July 1, 2009 | 2.1 % |

This base wage increase shall apply to all employees who are members of the bargaining unit.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by the institution on May 31, 2006 shall receive an incentive one-time payment.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$ 4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

LETTER OF AGREEMENT

Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
 - a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
 - i. Demonstrating that the issue is wage-related;
 - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
 - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
 - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
 - viii. Identifying possible impacts on other public sector employers; and,
 - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.
 - b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.

4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

LETTER OF AGREEMENT
Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
- 1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2009 to March 31, 2010

- 1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

LETTER OF AGREEMENT
Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.