

MEMORANDUM OF AGREEMENT

between the

NORTHWEST COMMUNITY COLLEGE
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION, LOCAL 712
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. Effective Dates

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

3. Appendix "A"

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

4. 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" – 2010-14 Support Staff Compensation Template (CTT).

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 January, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Suzanne Robitaille

BARGAINING REPRESENTATIVES FOR
THE UNION:

[Signature]

[Signature] 2013.01.30
10:49:30 -08'00'

APPENDIX "A"

GENERAL HOUSEKEEPING:

3.0(c)	Union Security
8.10(b)	Deviation from Grievance Procedure
10.6	Employee Appraisal Forms
11.9	Layoff
12.1	Employer Commitments
16.4(b)	Severance, Retraining and Recall
17.2(g)(2)	Workplace Flexibility
17.2(g)(3)	Workplace Flexibility
17.2(g)(4)	Workplace Flexibility
21.6(b)	Vacation Pay
21.10	Vacation on Retirement
23.1(b)	Bereavement Leave
28.11(d)	Benefit Improvements
30.9(a)	Meals, Lodging, (including Mobile Lodging) and Travel Allowances
34.3(f)	Seniority
Appendix 3 2.9c	Real Estate and Legal Fees
Appendix 7	Weekend Shift Premium

AMENDED ITEMS:

1.6(c)	Human Rights
8.14	Investigator
9.2	Single Arbitrator
10.6	Employee Appraisal Forms
17.3	Conversion of Hours
17.7	Flextime – No change to the language
20.8	Conversion of Hours
21.12	Conversion of Hours
20.1	Paid Holidays
21.5	Vacation Scheduling
21.5(g)	Vacation Scheduling
21.5(h)	Vacation Scheduling
23.14	Pre-retirement Leave
36.8	Training Activities
	Letter of Understanding #1 – Degree Granting Opportunities in Northern B.C.
	Letter of Understanding #2 – Work Experience Placement Partnership Agreement
	Letter of Understanding #3 – Youth Employment Programs
	Letter of Understanding #4 – Instructor Aides and Lab Technicians
	Letter of Understanding #5 – Selection Committee for Senior Administrators
	Letter of Understanding #6 – Joint Job Evaluation / Pay Equity Committee
	Letter of Understanding #7 – Job Classification
	Letter of Understanding #8 - Housekeeping
	Letter of Agreement #1 – Hiring of Students in Co-op Programs
	Letter of Agreement #2 - Labour Market Adjustment
	Letter of Agreement #3 – Fiscal Dividend
	Letter of Agreement #4 – Joint Early Intervention System for Employees on Sick Leave for Disability
	Letter of Agreement #5 Culinary Program Banquet Work
	Memorandum of Agreement #1 – Incentive Payment
	Memorandum of Understanding X – New – SEM/Field Schools



December 2, 2012

To the Union on December 2, 2012

TIME: 1106 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

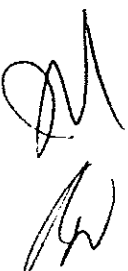
The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.



2010-14 – Support Staff Compensation Template Table

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

2. Health Welfare Benefits

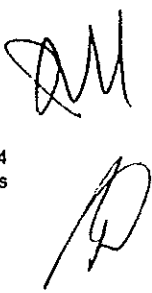
Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

3. Wage Increase

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

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

Handwritten signatures in black ink, located in the bottom right corner of the page. There are two distinct signatures, one above the other.

4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".


5. Housekeeping

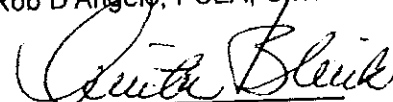
Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining;
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

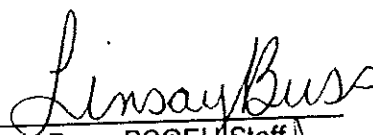
Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

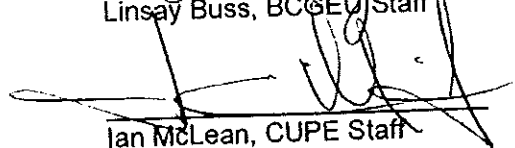
For the Employers:


Rob D'Angelo, PSEA, Chair


Anita Bleick, PSEA CEO

For the Unions:


Lindsay Buss, BCGEU Staff


Ian McLean, CUPE Staff

Schedule "1"

Letter of Understanding

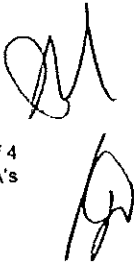
Post-Secondary Early Intervention Program

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.

Handwritten signatures in black ink, located in the bottom right corner of the page. There are two distinct signatures, one above the other.

June 25th 2010

SIGNING

Union Proposal # 2

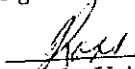
AMMEND

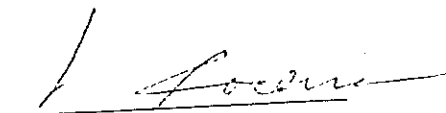
8.14 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the terms of the Collective Agreement, ~~Marvin Chertkow~~ Chris Sullivan, or a substitute agreed to by the Parties, shall, if the Parties mutually agree, in accordance with Section 84 of the *Labour Code*:

- (a) investigate the difference;
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Agreed to:


For the Union


For the Employer

Date: June 25/10



June 25th 2010

SIGNING

Union Proposal # 3

9.2 Single Arbitrator

When a Party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one (1) of the following single Arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following Arbitrators is available within ninety (90) days, then the Arbitrator who is available at the earliest date shall be appointed.

- (a) ~~D. Munroe~~ Chris Sullivan
- (b) J. Korbin
- (c) D. McPhillips
- (d) H. Laing

Agreed to;

[Signature]
For the Union

[Signature]
For the Employer

Date: June 25/10



Article 10.6

10.6 Employee Appraisal Forms

Add to the end of the first paragraph:

In all cases the Employee Appraisal will be conducted by the employee's direct supervisor as long as there is no conflict of interest between the employee and the supervisor. Where the



direct supervisor is in the bargaining unit or has a conflict of interest, the final appraisal will be done by the excluded administrator that the direct supervisor reports to.



NORTHWEST COMMUNITY COLLEGE AND THE B.C. GOVERNMENT AND
SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 712 SUPPORT STAFF

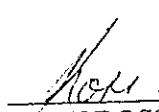
HOUSEKEEPING CHANGES

ARTICLE NO.	CHANGE
3(c)	Delete this article (only 2 employees who meet the condition and they are both members of the Union)
8.10(b)	Change the word "endeavour" to "endeavours"
10.6	Change third sentence to read "The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read but disagrees with the appraisal."
11.9	Change list of geographic locations as follows: Replace "Queen Charlotte City" with "Haida Gwaii" Delete "Stewart"
12.1	Change the word "made" to "make" so the sentence reads "It is agreed that the Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reduction on the work force."
16.4(b)	Delete article as there is not longer a "maximum retirement age"
17.2(g)(2)	Delete the words "after the date of ratification of this agreement" so the sentence reads "New positions created and vacant positions may include Saturday and/or Sunday as a regular workday."

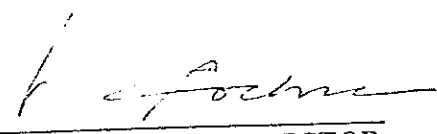
- 21.6(b) Delete article as we now do direct bank deposits for payroll.
- 21.10 Delete and replace with "An employee scheduled to retire and to receive a superannuation allowance under the *Public Sector Pensions Plans Act Schedule B (Municipal Pension Plan)* shall be granted full vacation entitlement for the final calendar year of service."
- 23.1(b) Delete the words "wife, husband" and replace with "spouse" ✓
- 28.11(d) Add in the word "those" so the sentence reads "All medical and insurance benefits excluding those that are currently cost shared will be Employer paid." ✓
- 30.9(a) Change meal allowance to read:
 - Breakfast \$10.00 Travel prior to 7:00 am
 - Lunch \$12.50 Travel between 11:00 am and 1:00 pm
 - Dinner \$22.00 Travel after 6:00 pm
- 34.3(f) Change the word "that" to "than" ✓

Appendix 3
 Article 2.9(c) Delete the word "home" on second line and delete the word "lives" to "resides" so the sentence reads "Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling in which they live after relocation will be paid in accordance with the following: *reside*"

AGREED JUNE 24, 2010



 JOHN ROSS, CHAIR BCGEU
 BARGAINING COMMITTEE



 VALERIE COCHRAN, DIRECTOR
 HUMAN RESOURCES



LOA #1:

The Parties agree to maintain the language which will be moved to an Appendix and numbered accordingly.

LOA #2:

The Parties agree to maintain the language.

LOA #4:

The Parties agree to delete.

MOA #1:

The Parties agree to delete.

Additionally the Parties agree that all Letters of Understanding, Letters of Agreement, and Memorandums of Agreement that are maintained through bargaining will be renumbered accordingly and called Memorandums of Understanding.

Agreed to:

Melvin
For the Union

[Signature]
For the Employer

Date: JUNE 24/10

June 24th 2010

Union Proposal Re: LOU's, LOA's and MOA's

The parties agree to the following with respect to the Letters of Understanding, Letters of Agreement and Memorandums of Agreement in the Collective Agreement:

LOU #1:

The Parties agree to maintain the language.

LOU #2:

The Parties agree to maintain the language, which will be moved to an Appendix and numbered accordingly.

LOU #4:

The Parties agree to delete.

LOU #5:

The Parties agree to maintain the language which will be moved into the body of the Collective Agreement as a new article: 13.14.

LOU #6:

The Parties agree to maintain the language.

~~LOU #7:~~

~~The Letter will be maintained with the following updates:~~

~~"The Parties agree to meet and complete the review of all outstanding job classifications and reclassifications by December 31/2010."~~

LOU #8:

The Parties agree to delete.

November 23, 2012

21.5 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 21.8, the scheduling and completion of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the ninth anniversary falls shall be the ninth vacation year, etc.
- (c) An employee earns but is not entitled to receive vacation during the first six (6) months of continuous employment.
- (d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) Subject to operational requirements, it is the intent of the Parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement, and that all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period of May 1st to September 30th inclusive, which shall be defined as prime time vacation period.
- (f) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.
 - (1) Subject to operational requirements, an employee shall be entitled to receive their vacation in an unbroken period. If an employee decides to break their entitlement into more than one (1) continuous group of workdays, they shall be entitled to use their seniority rights for only one (1) such group of days in a calendar year.
 - (2) An employee, who does not exercise their seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect of any vacation time previously selected by an employee with less seniority.



BCGEU (Local Support Staff Bargaining Unit) AND NORTHWEST COMMUNITY COLLEGE

- (g) Employees will receive their vacation allotment by February 1. Employees will complete their vacation requests, and submit them in writing within fourteen (14) calendar days of the receipt of allotment. Employees will receive their approved vacation schedules in writing by March 1.

Agreed to:

[Signature]
Signed by the Union

[Signature: Suzanne DeBanc]
Signed by the Employer

Dated: _____



BCGEU (Local Support Staff Bargaining Unit 712) AND NORTHWEST COMMUNITY COLLEGE

November 22, 2012


20.1 Paid Holidays

(a) The following have been designated as paid holidays:

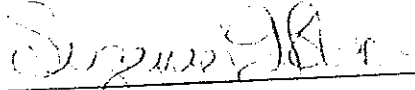
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday Victoria Day	
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Family Day	

(b) ~~It is understood that Heritage Day shall be recognized as a designated paid holiday upon~~ proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

Agreed to:



Signed by the Union



Signed by the Employer

Dated: 11/22/12

November 22, 2012

DELETE ARTICLE - REDUNDANT

23.14 Pre-retirement Leave

(a) An employee scheduled to retire and to receive a superannuation allowance under the *Municipal Superannuation Act*, or who has reached the mandatory retiring age, shall be entitled to:

(1) a special paid leave for a period equivalent to fifty percent (50%) of their accumulated sick bank credit, to be taken immediately prior to retirement; or

(2) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon their current rate of pay.

(b) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(c) Where an employee is permitted to purchase a period of war service under the *Municipal Superannuation Act* at retirement, they may use all or part of their entitlement for the purchase of war service.

Agreed to:

[Signature]
Signed by the Union

Suzanne Latta
Signed by the Employer

Dated: 22 Nov 2012

Northwest Community College and BCGEU Local 712 Support Staff

The parties agree that the undersigned language changes supercede any other changes to these clauses and articles made to date in this round of bargaining. When the words "maintain current language" are used in this document, it is a reference to maintaining the language from the collective agreement expired 30 June 2010.

1.6 (c) Nothing in this Collective Agreement will preclude a member from filing a Human Rights complaint to run concurrently with a complaint or grievance under an article of the Collective Agreement. This article does not prevent the employer from requesting the Human Rights Tribunal to delay its hearing of the complaint until the outcome of the grievance in which case Article 8.10 (b) (Deviation from Grievance Procedure) will not apply.

1.9 *The Union withdraws its proposal*

21.5 (h) Where a request is made on or after March 1, the employer will respond within 14 calendar days. The employer will not unreasonably deny the employee's vacation request. Where the employer does not approve the request, reasons will be given.

17.2 (g) (3)

No regular employee hired prior to the date of ratification of this agreement March 24, 2005 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.

17.2 (g) (4)

~~A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday. This article will cease to apply effective April 1, 2005. All employees currently entitled to this benefit will be grandfathered for the duration of their employment with the Employer.~~

Appendix #7 - Weekend Shift Premium

A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday. This article will ceased to apply effective April 1, 2005. All The following employees currently entitled to this benefit will be are grandfathered for the duration of their employment with the Employer:

- a) Louise Chaput
- b) Michael Tugwood

17.3 Conversion of Hours

(a) *Lieu Days*

Where an employee is granted a lieu day pursuant to Clauses 20.3 or 20.4, the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation*

Where an employee is granted vacation pursuant to Clause 21.1 the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 20, the time off granted will be seven (7) hours per designated paid holiday for a full-time employee and prorated for a parttime employee. Where the scheduled workday exceeds seven (7) hours, the resulting difference shall be included in the work schedules established pursuant to Clauses 17.1, 17.2 and 17.3.

20.8 Conversion of Hours

Where an employee is granted a paid holiday or lieu day pursuant to Article 20 (Paid Holidays), the time off granted will be seven hours per holiday or lieu day for a full-time employee and pro-rated for a part-time employee. Where the scheduled workday exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Article 17 (Hours of Work).

21.12 Conversion of Hours

Vacation entitlement shall be converted to hours on the basis of a seven hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

17.7 Flextime

Maintain current language - the parties withdraw their respective proposals

36.8 Training Activities

The Professional Development Fund may support the following types of activities:

a) *Long-Term Training*

- 1) Professional experience leave
- 2) Audit of apprenticeship courses in which the employee already possesses journeyman status for upgrading of not less than six weeks' duration
- 3) Staff exchange - national or international

b) *Short-Term Training*

- 1) Short course attendance and correspondence courses and distributed learning course attendance
- 2) Conferences, seminars and workshops
- 3) Attendance at conventions and conference on an individual basis
- 4) Employees accessing the fund shall be able to receive monies for the cost of transportation and accommodation

Approval for training activities will not be unreasonably withheld.

Letter of Understanding #3 - Youth Employment Programs

Delete and moved language into new Appendix #6

Appendix 6 - Youth Employment Programs

The salary and working conditions for students hired under any Youth Employment Programs within the Northwest Community College regions will be referred to the Joint Committee for resolution, before the end of April 1997.

Letter of Understanding #7 - Job Classification

Delete.

Letter of Agreement #2 - Labour Market Adjustment

Delete



Letter of Agreement #5 - CULINARY PROGRAM BANQUET WORK - REGULAR EMPLOYEES - RECURRING SEASONAL

Maintain current language with the following exception:

Positions Covered by Letter

2. The Regular Employee - Recurring Seasonal positions affected by the banquet services and covered by this Letter of Agreement are:

(a) Cafeteria Supervisor (currently Loralee Gogag) Head Cashier

(b) Cafeteria Cook - 2 positions (currently Erbert Operana & Darlene Godfrey)


Memorandum of Understanding #X - SEM/Field Schools

The parties will form a committee consisting of not more than two members of the BCGEU bargaining committee, the BCGEU Staff Representative, and an equal number of management appointments to review the changing face of the SEM. The committee will begin meeting by March 1, 2013 and complete their duties by December 15th, 2013. The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

Agreed to:

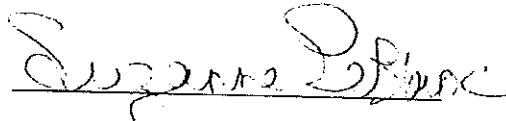
For the Union:

For the Employer:



John Ross, Chair

BCGEU Bargaining Committee



Suzanne LeBlanc, Director

Human Resources

Northwest Community College

Date: NOV 22 2012