MEMORANDUM OF AGREEMENT

Between the

NORTHWEST COMMUNITY COLLEGE (hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2409 / FPSE LOCAL 11 (hereinafter called "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE NORTHWEST COMMUNITY COLLEGE, ACTING ON BEHALF OF THE 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 CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2409 / FPSE LOCAL 11 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING <u>APRIL 01 2010 AND EXPIRING MARCH 31 2012</u> (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6, both inclusive.

2. Term of Agreement

The term of the new Collective Agreements shall be for twenty four (24) months from April 01, 2010 to March 31, 2012 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, unless otherwise specified.

4. Housekeeping Items

The Parties agree that during the proofreading of the Collective Agreement to consider making the following housekeeping updates:

- a) Change "her" to "his/her".
- b) Change "she" to "he/she".

c) Update any outdated references to legislation.

d) Any other housekeeping changes to the Parties deem appropriate.

All changes under this section will be mutually agreed, and are subject to the approval of their respective principals. In the event agreement cannot be reached, no housekeeping change will be made.

5. Appendix "A"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" – Local settlement.

6. Appendix "B"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010 Faculty Common Table signed on December 15, 2011.

7. Ratification

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

Signed this day of April, 2013.	
BARGAINING REPRESENTATIVES FOR THE EMPLOYER:	BARGAINING REPRESENTATIVES FOR THE UNION:
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Appendix A

Northwest Community College And Canadian Union of Public Employees, Local 2409

Signed Green Sheets

General Housekeeping

- 1.2.8 Definitions annual workload
- 1.2.9 Definitions release time
- 1.10 Copies of the Agreement
- 2.3 Part-Time Employee (Housekeeping)
- 4.5 Arbitration
- 5.2 Initial Placement on Salary Scale (Housekeeping)
- 5.6 Part-Time Employees
- 6.7 Sick Leave
- 8.5 Election of Academic Head (Housekeeping)
- 8.7 Election Coordinators (Housekeeping)
- 8.8 Letter of Pay Change (Numbering corrected from 8.10)
- 13.2.1.5 Class Size
- 13.2.1.9 College Professor's Schedule
- 13.6.1.1 Other Work Conditions
- 16.2.2.1 Early Retirement Plan

Items verbally agreed to on December 19th and 20th, 2011 and appended for signature herein:

- 1.3 Term of the Agreement
- 9.7 Appointment Beyond Age 65

Letter of Agreement (New) - BScN Workload

Additional

Renewal of Memorandums of Agreement/Letters of Agreement/Letters of Understanding

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1.3 Term of the Agreement

This Agreement shall be binding and remain in full force and effect to March 31, 2012. Thereafter, if no agreement is reached at the expiration of the Agreement, the Agreement shall remain in force until a new Agreement is entered into, or until commencement of a strike or lockout. Where a specific end date or duration is stated in a Clause, such date or duration shall take precedence over this clause.

Any changes deemed necessary in this Agreement may be made by mutual consent of the parties at any time during the term of this Agreement.

For Me Employer

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For the Union

9.7 Appointment Beyond Retirement at Age 65

The parties agree that employees may be offered appointments continue working beyond the age of 65. on a term basis subject to the following conditions: Such employment is subject to the following conditions:

- 9.7.1 The College shall continue all benefit coverage on behalf of the employee with the following exceptions:
 - 9.7.1.1 long term disability will be discontinued
 - 9.7.1.2 group life insurance shall be reduced by fifty (50%) percent
 - 9.7.1.3 superannuation contributions will continue until the employee's seventyfirst (71) birthday unless the employee has thirty-five (35) years of pensionable service in which case contributions cease.
- 9.7.2 Employees shall be covered by all provisions of the Collective Agreement with the exception of Article 11 and Article 16.

Agreed to:

For the Union:

For the Employer:

Dated: April 2, 2013

LETTER OF UNDERSTANDING

Between

NWCC (The "College")

And

Canadian Union of Public Employee local 2409/FPSE local 11 (the "Union")

- (A) Whereas the Union filed a grievance dated November 23, 2007 with respect to the workload for BScN Instructors
- (B) And whereas the College and Union have agreed to settle the grievance on the following terms:
 - 1. The Union agrees that the grievance is settled.
 - The College and the Union agree that the workload for the BScN instructors will be determined on the basis of 450 hours per annum for lecture and lab courses and 513 hours the clinical and practicum courses (the status quo).
 - 3. The College agrees to provide .4 of a full-time instructor for co-ordinating duties for the BScN program which duties will consist of the duties set out in appendix 1 of the agreement as confirmed by the Union on or before May 27, 2009 or such duties consonant to those set out in appendix 1.
 - 4. The terms of this Agreement are without prejudice to any other issue between the Parties.

Agreed to:	
Mia Reimers	Dianne Readdy
NWCC	The College

Dated May 26, 2009

FPSE 11 - CUPE 2409/NWCC

RENEWAL:

The following Memorandums of Agreement/Letters of Agreement/Letters of Understanding will be

Page 5 of Current Collective Agreement: Memorandum of Agreement Dated July 1, 2001

Page 6 of Current Collective Agreement: Letter of Agreement - Re: Workload Grievances Dated November 22, 1993

Page 7 of Current Collective Agreement: Memorandum - Re: Workload Review of Early Childhood and Human Service Programs Dated July 16, 1987

Pages 8 and 9 of Current Collective Agreement: Memorandum of Agreement - Jurisdiction of Community Resource Worker Dated May 14, 1997

Page 10 of Current Collective Agreement: Letter of Understanding -1.1 Parties to the Agreement and 1.12.1 Calculations for Cross Union Appointments

Page 11 of Current Collective Agreement: Letter of Understanding - Prior Learning Assessment

Page 12 of Current Collective Agreement: Letter of Understanding - Education Technology and Distributed Learning

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Agreed to:

For the Union:

For the Employer:

Dated: 100 12, 2013

Housekeeping:

Change all occurrences of "him" to "him/her" where appropriate.

Change all occurrences of "College-Institute Educators Association" to "Federation of Post Secondary Educators" and change "CIEA" to "FPSE".

Change all occurrences of "WCB" to "Worksafe BC".

For the Employer

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Page 1 of 1 pages,

1.2.8 New: The annual workload is the workload over an academic year.

For the Employer

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Page I of I pages.

1.2.9 New: Release Time shall be calculated over an academic year.

For the Employer

For the Union

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Page I of I pages.

1.10 Copies of the Agreement

The Employer shall provide each employee with the link to the electronic copy of the current Collective Agreement. The Employer shall provide any employee with a printed copy of the current Collective Agreement if the employee requests a printed copy.

The employer shall provide each new employee with the link to the electronic copy of the current Collective Agreement in their letter of appointment and advise the employee that it shall provide the employee with a printed copy of the current Collective Agreement if the employee requests a printed copy.

The Employer shall provide the Union with ten (10) printed copies of the current Collective Agreement.

The Employer shall provide a printed copy of the current Collective Agreement to each of the following: the Academic Head, the Associate Academic Heads, the Assistant Academic Heads and all Program Coordinators.

For the Employer

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Page 1 of 1 pages.

Housekeeping:

- 2.3 Part-Time Employee
 - 2.3.5 Part-time employees shall have seniority....

For the Employer

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Page 1 of 1 pages.

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4.5 Arbitration

4.5.3 Revise as follows:

The Arbitration Board shall consist of one member. One of John Steeves, Joan Gordon or Mark Brown shall be appointed to act as Arbitrator for all grievances referred by the parties to arbitration. In the event that the chosen Arbitrator is unable to hear an arbitration within a two-month period of its being referred to him/her, one of the others shall be appointed to sit as arbitrator for this occasion. In the event that none of the persons named above is available to hear the arbitration within the two-month period, then the arbitration shall be referred back to one of the persons named above, at the earliest time convenient to him/her.

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5.2 Initial Pincoment on Salary Scale

Initial placement on the salary scale shall be determined, according to the above guidelines, by the Academic Head and verified through the Department of Human Resources. Where an error in the calculation of credits is discovered during the term of the appointment, the error shall be rectified by retro-actively adjusting the initial placement on the salary scale upwards or downwards, as the case may be.

For the purposes of initial placement on the salary scale for all employees, the criteria shall be as follows:

- 5.2.1 Establishment of placement will start at Step 11.
- 5.2.2 One Bachelor's Degree related to the employee's duties initial placement at Step 10. Two Bachelor's Degrees related to the employee's duties initial placement at Step 9.
- 5.2.3 One Master's Degree or graduate diploma related to the employee's duties initial placement at Step 2. Two Master's Degrees or graduate diplomas related to the employee's duties initial placement at Step 8.
- 5.2.4 One Doctoral Degree related to the employee's duties initial placement at Step 8. Two Doctoral Degrees related to the employee's duties initial placement at Step 7.
- 5.2.5 One additional increment will be granted on initial placement to those who possess a Teaching Certificate or Provincial Instructor's Diploma.
- 5.2.6 One increment for each full year of teaching, librarianship, counseling, coordinating, or related work experience in a college, technical institution, vocational school or university where the work is related to the duties to be performed for the College by the employee. Pifty percent (50%) or more of a year will be considered a full year in the rounding off of the total. A full year as defined by the institutions of previous employment shall be acknowledged.

5.2,6.1 Part Time Employees

Teaching assistant (T.A.)" or "graduate assistant" work will be recognized as "related work experience" as outlined in Article 5.2.6 above and will be counted when establishing an employee's initial placement on the salary scale provided the work was not required for, or used for credit for the completion of an educational degree. Practicums, elinicals, or any other work experience required within a degree completion will not be considered as "related work experience" and will not be counted when establishing the placement on scale.

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Page of 2.

- 5.2.7 One increment for each two years of related work experience in an educational institute other than a post-secondary educational institution, for experience obtained after the award of an initial degree or diploma. Fifty percent (50%) or more of a year will be considered a full year in the rounding off of the total. A full year as defined by the institutions of previous employment shall be acknowledged.
- 5.2.8 One increment for a professional diploma related to the employee's duties at the College, except that no <u>such</u> increment will be given where the employee is also entitled to increments for a Master's or Doctoral Degree.
- 5.2.9 One increment for each two years of related work experience at a workplace not covered by any of the above work situations and related to the duties to be performed for the College by the employee, for experience obtained after the award of an initial degree or diploma. <u>Fifty percent (50%)</u> or more of a year will be considered a full year in the rounding off of the total.

For the Employer

For the Union

Page 2 of 2.

-37-

5 Salaries

5.6 Part-time Employees

Add to end of second paragraph:

With each reappointment a part-time employee may ask for a review of the placement on the salary scale if the employee believes that he/she has completed additional relevant educational and/or experience since the last placement on scale.

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Article 6 - Employee Benefits

6.7 Sick Leave

6.7.1

Change:

"A regular employee with more than fifty percent (50%) of a full-time workload,..."

To:

"A regular employee with fifty percent (50%) or more of a full-time workload,..."

For the Employer

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Housekeeping:

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8.5 Election of Academic Head, Associate Academic Head and Assistant Academic Heads

Change: date from July 1 to September 1

8.7 Election of Coordinators
Change date from July 1 to September 1

For the Employer

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For the Union

Page I of I pages.

Article 8 - Selection of Employees

8.10 Letter of Pay Change (New)

Whenever the pay of a regular or temporary employee decreases the regular or temporary employee and the Union shall be informed in writing.

For the Employer ADJa C

For the Union

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13.2.1.5

Add heading "Class Sizo"

For the Employer

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13.2.1.9

Add heading "College Professor's Schedule"

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Page 1 of 1 pages.

13.6 Other Work Conditions

13.6.1.1

Add: Such instructional support shall be determined by the appropriate Dean in consultation with the appropriate Academic / Associate / Assistant Head.

for the Employer

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Page 1 of 1 pages.

Article 16 - Early Retirement Plan

16.2 Agreement:

16.2.2.1: NEW:

The offer of early retirement shall include, but is not limited to, the following:

- (a) Lump sum payment amount (Article 16.4).
- (b) Maximum lump sum payment amount for Sick Leave Plan payment, (Article 6.7.6)
- (c) Last day of active work determined from the amount of vacation days and Professional Development days remaining.

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For the Union

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Article 16 - Early Retirement Plan 16.2.2.1; ADD:

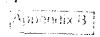
(d) Contact information for the College Pension Plan, Canada Pension Plan (CPP) and Old Age Security (OAS).

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2010 - FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA") representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE") participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU") representing those of its local unions participating (and whose employers are participating) in the Faculty Common Table

(FPSE and BCGEU together referred to as "the Unions")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the Faculty Common Agreement. The parties listed in Appendix A agree to recommend this Memorandum of Agreement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

All of the terms of the 2007-2010 Faculty Common Agreement continue except as specifically

Protected Grounds - BC Human Rights Code 1.

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions as follows:

> "As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions."

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Faculty Common Agreement MoA - December 15, 2011



2. Mediation

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.3 as follows:

"2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, whether as a complainant or respondent, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution."

3. Terms of Reference for Investigators

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

"2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by <u>code</u> initials <u>determined by the Investigator to preserve</u> confidentiality.
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by <u>code initials</u> only. However, a <u>reference</u> key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding."

4. Labour Adjustment Strategies: Workplace Organization

Effective the date of ratification, the Employers and the Unions agree to amend Article 6.4.2.1 by deleting "(h) Trial retirement" from the list of labour adjustment strategies offered by institutions:

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Page 2 of 9

Faculty Common Agreement MoA - December 15, 2011

5. Donor Leave

Effective the date of ratification, the Employers and the Unions agree to add a new Article 7.9 to

"An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable."

The current Article 7.9 (Jury Duty and Court Appearances), 7.10 (Public Duties), 7.11 (Exchange Leave), and 7.12 (Deferred Salary Leave) will be re-numbered to follow the new

Joint Committee on Benefits Administration 6.

Effective the date of ratification, the Employers and the Unions agree to amend Article 9.1.2 by adding a new Article 9.1.2 (e) to read as follows:

"Training for local Joint Rehabilitation Committees."

7. Joint Rehabilitation Committee (JRC)

Effective the date of ratification, the Employers and the Unions agree to add a new Article 9.3.6

"Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability

The current Article 9.3.6 will be re-numbered to 9.3.7.

Common Faculty Professional Development Fund 8.

Effective the date of ratification, the Employers and the Unions agree to move the content of Letter of Understanding 6: Common Faculty Professional Development Fund into the body of the Faculty Common Agreement as Article 16 to read as follows:

"1. Purpose

1.1.1 The Common Faculty Professional Development Fund ("the Fund") is 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

Faculty Common Agreement MoA - December 15, 2011 Page 3 of 9



to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

2. **Process**

2.1.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

- 3.1 The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.
- 3.2 Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

Note: The effective date of this provision for Okanagan College/Okanagan College Faculty Association will be April 1, 2012."

9. Term

Effective the date of ratification, the Employers and the Unions agree to amend Article 16: Term as follows:

"This Agreement shall be in effect from April 1, 2007 2010 to March 31, 2010 2012, and shall continue in force until the renewal of this Agreement."

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.



11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- · Benefits trust
- Tendering of the carrier contract

The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

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

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "Article 3.4 Contract Training and Marketing Society";
- (c) amend Article 13.3 by renumbering "Article 6.7 Educational Technology / Distributed Learning" to read "Article 6.6 – Educational Technology / Distributed Learning";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;

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- (I) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing "2007" to read "2001" in the last sentence to correct an error that occurred during the drafting of the 2007 2010 Common Agreement;
- (s) replace college and institutes with "institution" by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of "institution" to read ""Institution" means a post-secondary institution college, university college, or institute created under the College and Institute Act or Institute of Technology Act that has ratified a Collective Agreement that includes this Common Agreement."; and
- (u) any other housekeeping items mutually agreed to.



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Faculty Common Agreement MoA - December 15, 2011

The date of ratification will be the date the parties to a local agreement conclude the ratification of the local portion and the Common Agreement portion of their 2010-2012 collective agreement. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the December 15, 2011.

For the Employers:

Rob D'Angelo, Ce-Chair

Anita Bleick, Co-Chair

antes Chris Rawson, Okanagan College

lan Brindle, Camoşun College

Gary Leier, Selkirk College

For the Unions:

Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Stat

Stu Seifert, Co-Chair, BCGEU

lan McAlgine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

BCGEU Local 710

Steve Iverson, BCGEU Local 701

Marie Merkel, BCGEU Local 712

don Clare, FACNC

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Faculty Common Agreement MoA - December 15, 2011

Leslie Molnar, CORFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Mart Pasco, NVITEA



APPENDIX A

- Camosun College / Camosun College Faculty Association FPSE Local 12/ BCGEU Local 701
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- North Island College / North Island College Faculty Association FPSE Local 16
- Northern Lights College / BCGEU Local 710
- Nicola Valley Institute of Technology / NVIT Employees' Association FPSE Local 19
- Northwest Community College / Academic Workers' Union FPSE Local 11/ BCGEU Local 712
- Okanagan College / Okanagan College Faculty Association FPSE Local 9/ BCGEU Local 707
- Selkirk College / Selkirk College Faculty Association FPSE Local 10/ BCGEU Local 709

