MEMORANDUM OF AGREEMENT

between the

Coast Mountain College

(hereinafter called "the Employer")

and the

BC Government and Service Employees' Union (BCGEU)

(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (LOCAL 712 – CMTN SUPPORT STAFF (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022, 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" - Offer of Settlement

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

5. Appendix "B" - Non-Monetary Signoffs

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

6. Appendix "C" - Housekeeping Signoffs

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

7. 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 11 day of February, 2020.

BARGAINING REPRESENTATIVES THE FOR THE EMPLOYER:

Brian Bonia, Director of Human Resources

Carrie Nolan

Sunil Kanamala

Stefanie Pellegrino

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

Haley Thickett, Bargaining Chair

Rhonda Hunter

Jessica Scafe

Lynne Nordstorm

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Nicole Spencer, PSEA

Jeff Morgan, Chief Spokesperson

Twyla Hurley, Chief Spokesperson

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1. Offer of Settlement

A

Offer of Settlement

Between the

COAST MOUNTAIN COLLEGE

(hereinafter called "the Employer")

And the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)

(LOCAL 712 – CMTN SUPPORT STAFF)

(hereinafter called "the Union")

DATE: February 12, 2020

TIME:

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by Coast Mountain College to the BCGEU Local 712 – CMTN Support Staff for the renewal of the 2014-2019 collective agreement.

The Offer is presented in a package format. Any issue not included in "the Offer" from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where "the Offer" is not accepted as a whole, "the Offer" is withdrawn completely. Any issues left out of "the Offer" return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to or withdrawn will retain that same status if this Offer is rejected.

All Employer proposals are made subject to errors and omissions. The Offer is advanced on a without prejudice basis to conclude the renewal of the Collective Agreement.

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

1. Article 5 – Employer and Union to Acquaint New Employees

While not to be included in the Collective Agreement, the Employer agrees to add a check box to the onboarding document reminding administration to notify the Union.

2. 17.1 Hours of Work

Amend:

17.1 Hours of Work

- (a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be eighteen hundred twenty-seven (1,827) which is equivalent to an average of thirty-five (35) hours per week. The eighteen hundred twenty-seven (1,827) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of eighteen hundred twenty-seven (1,827) hours.
- (b) Except as otherwise provided, the standard workweek for employees shall consist of up to five (5) consecutive days-between Monday and Friday inclusive.

(c) Workplace Flexibility

Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- Local collective agreement language shall apply except as expressly provided below.
- (2) New pPositions created and vacant-positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (3) No regular employee hired prior to 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.
- (4) No employee shall be laid off or have their hours of work reduced as a result of this article.
- (d) The regular workday shall consist of no less than three (3) hours and no more than nine (9) hours per day (including authorized travel time) exclusive of meal periods. Regular hours worked shall total seventy (70) hours averaged over a two (2) week period for full-time employees.
- (e) Except as otherwise provided, the workday shall be seven (7) hours' duration exclusive of meal period, and these hours shall be scheduled between 8:00 5:00 a.m. and 5:00 9:30 p.m.
- (f) Notwithstanding the foregoing, workday hours may commence at other times where there is mutual agreement at the local level. **Agreement will not be unreasonably withheld.**

(g) Scheduling of Lieu Days:

- (1) Pursuant to Clauses 20.3 and 20.4, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within sixty (60) days following the paid holiday.
- (2) If the lieu day is not taken within the sixty (60) days, it shall be immediately scheduled on the vacation roster.

3. Article 17.2 Work Schedules

Amend:

17.2 Work Schedules

- (a) Shift patterns and lengths of scheduled workdays to meet the annual hours of work shall be established by mutual agreement. Agreement will not be unreasonably withheld.
- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services. This provision will not nullify the application of the other articles of this Agreement.
- (c) The Employer's designate and the employee's representative at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement, including the following:
 - (1) If either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing.
 - (2) If a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or designated employer official.
 - (3) The parties shall have ten (10) days, from the date notice is given to reach agreement on work schedules.
 - (4) If the parties are unable to reach agreement within ten (10) days either party may refer the matter to arbitration pursuant to Article 9.
 - (5) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (d) The parties recognize that in reaching mutual agreement on work schedules, or where an arbitration board is determining a schedule in accordance with the provisions of this clause the following will also be met:
 - (1) Work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit.
 - (2) Work schedule changes, within existing hours of operation, should not result in increased cost to the Employer.
 - (3) If the above criteria are satisfied, consideration shall also be given to employee preferences.

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- (e) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days notice, providing the length of workday is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days notice may be concurrent with the period of notice in Clause 17.2(c)(3) above.
 - (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an arbitrator's decision.
- (f) (1) Existing shift patterns are as follows:
 - (i) five (5) days on/two (2) days off;
 - (ii) four (4) days on/two (2) days off;
 - (iii) four (4) days on/three (3) days off.
 - (2) Starting and finishing times of workdays shall be established by mutual agreement. **Agreement will not be unreasonably withheld.**
 - (3) A record of the employee's work schedule shall be maintained at the local level.

4. Article 21.1 – Annual Vacation

(a) A regular full-time employee who has received at least ten (10) days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First to fifth	21
Sixth	22
Seventh	23
Eighth	24
Ninth	25
Tenth to Fifteenth	26
Sixteenth to Nineteenth	31
Twentieth and thereafter to Twenty-Fourt	th33
Twenty-Fifth and thereafter	35

(b) Employees engaged on a part-time basis shall be entitled to the above annual vacation on a pro rata basis.

5. <u>Article 21.8 – Vacation Carryover</u>

- (a) An employee may carry over up to five (5) days vacation per vacation year which must be taken not later than the next consecutive vacation year. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days vacation into their first vacation year. Except as provided in Clause 21.4(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) Where it is through the fault of the Employer that the full vacation entitlement has not been taken within the calendar year in which it is earned, a carryover of unused days shall be granted by the College.

In response to the Unions proposal:

21.5 Vacation Scheduling (new)

(i) Vacation not scheduled by the Employee by October 15 of a vacation year, will be scheduled by the Employer at its discretion.

6. <u>Article 23.3 – Family Illness</u>

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) five (5) days paid leave at any one (1) time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) The provisions of this article shall apply to an employee's parent. The Employer may require the written confirmation from a medical practitioner that the employee's attendance was required.

While not to be included in the Collective Agreement, it is understood that total number of special leave days will not exceed ten (10) days as per Article 23.11 Maximum Leave Entitlement.

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7. Article 23.4 – Full-Time Union or Public Duties

Replace:

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) For employees elected to a public office for a maximum period of five (5) years.

With:

- (a) The Employer shall grant, on written request, leave of absence without pay:
 - (1) For employees elected to a full-time position with the Union for a period of one year;
 - (2) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for one term. Requests for leave will be renewed, upon written request.
 - (3) For an employee elected to any body to which the Union is affiliated for a period of one year.
- (b) The Employer shall grant, on written request, leave of absence without pay:
 - (1) For employees to seek election in a municipal, provincial, federal, **First Nation or other Aboriginal** election for a maximum period of 90 days;
 - (2) For employees elected to a public office for a maximum period of five years.

8. <u>NEW - Leave for Domestic Violence</u>

NEW - Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

While not to be included in the Collective Agreement, it is understood that the definition of domestic violence is as per the BC Employment Standards Act Section 52.2.

9. NEW - Leave Respecting the Death of a Child

[NEW] Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

10. NEW - Leave Respecting the Disappearance of a Child

[NEW] Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

11. NEW – Compassionate Care Leave

[NEW] Compassionate Care Leave

In accordance with the Employment Standards Act of B.C., an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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An employee who is granted a compassionate care leave of absence to care for a gravely ill family shall be entitled to the benefits as follows:

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.

Additional Leave

Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the twenty-seven (27) week period specified. Such additional leave shall be in accordance with the *Employment Standards Act of BC*, including the certification criteria specified in the Act.

12. <u>Article 25.3 Unsafe Work Conditions</u>

Replace:

- (a) No employee shall be disciplined for refusal to work on a job which in the opinion of:
 - (1) A member of the Joint Occupational Health and Safety Committee; or
 - (2) A person designated by the Committee.

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers Compensation Act.

(b) Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

With:

(a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B and Part 3, Division 6 of the Workers Compensation Act.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

13. 25.12 Safety Equipment

Amend:

25.12 Safety Equipment Protective Clothing and Supplies

The purchase of CSA approved safety boots will be reimbursed to the maximum of one hundred and sixty dollars (\$160) two hundred and fifty dollars (\$250). Safety boots will not be reimbursed at less than a two (2) year cycle except in exceptional circumstances which will be established with the employee's supervisor.

Emergency Survival Techniques

The College shall provide valid instructional materials to be supplied by the Union which teach essentials of emergency survival techniques for all employees who are required to work and/or travel under isolated field conditions or camp situations. Such instructional materials will be provided for all employees prior to commencement of their field assignments.

14. 27 Health and Welfare

While not to be included in the College Agreement language, effective date of ratification, the Employer agrees that the Extended Health Benefit plan will be amended to increase the following benefit changes:

Vision care coverage shall be increased to \$650/2 years.

Eye vision exams shall be increased to \$100/2 years.

Hearing aid coverage shall be increased to \$1500/5 years.

Reimbursement for professional services will be amended from \$10 per visit maximum to \$20 per visit maximum for the first five (5) visits per calendar year, where applicable, and subject to the terms of Extended Health Benefits plan.

15. Article 27.3 - Dental Plan

Effective 30 days after date of ratification:

Amend:

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
 - (1) Part A one hundred percent (100%) coverage;
 - (2) Part B seventy percent (70%) coverage (effective January 1, 1998);
 - (3) Part C fifty percent (50%) coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand one three hundred dollars (\$2,100 \$2,300) and dependants to age 21.

While not to be included in the College Agreement language, effective date of ratification, the Employer agrees that the Extended Health Benefit plan will be amended such that the dental plan coverage waiting period to be reduced to the first day of the month following the employees' date of hire.

16. Article 29.3 – Rates of Pay

Amend:

Employees shall be paid in accordance with Appendix 2 attached to and forming part of this Agreement, subject to Clause 30.7.

Date	Percentage Increase
July 2015	1.0
May 2016*	-
July 2016	.5
May 2017*	1.0
July 2017	-5
May 2018*	1.0
July 2018	-5
May 2019*	1.0
Increases are effective the first day of the first full pay period of each month above	

Date	Percentage Increase
*Effective date of ratification	2.0
July 1, 2020	2.0
July 1, 2021	2.0
Increases are effective the first of each month above	day of the first full pay period

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

^{*}See Appendix 9 - Memorandum of Understanding on the Economic Stability Dividend (NEW).

^{*}The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before February 28, 2020. After that date there will be no retroactive adjustment.

17. Article 29.8 Vehicle Allowance

Amend:

- (a) Vehicle allowances for all distances travelled on College business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence, up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.
- (b) Effective April 1, 2016 date of ratification the vehicle allowance shall be forty-six (46¢) forty-nine cents (49¢) per kilometre. Effective April 1, 2018-2020 the vehicle allowance shall be forty-eight (48¢) fifty cents (50¢) per kilometre. Effective April 1, 2021 the vehicle allowance shall be fifty-one cents (51¢). If the College raises the rates for mileage for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.
- (c) An employee who is in a position designated by the College to travel in excess of six (6) days per month per insurance year on College business shall, subject to the prior approval of the College President or his designate, be reimbursed upon presentation of appropriate receipts and documents, one hundred percent (100%) of the annual incremental cost based on Safe Driver Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one (1) vehicle per employee and it is the designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses an employee, the employee shall normally use his personal motor vehicle for College business requiring a motor vehicle.

18. Article 29.9 Meals, Lodging (including Mobile Lodging) and Travel Allowances

Amend:

(a) Meals

Effective April 1, 2016-date of ratification, employees on travel status shall be entitled to the following allowances:

Breakfast	\$ 10.25 \$10.77	Travel prior to 7:00 a.m.
Lunch	\$12.81 \$13.46	Travel between 11:00 a.m. and 1:00 p.m.
Dinner	\$22.55 \$23.69	Travel after 6:00 n m

Effective April 1, 2018-2020, employees on travel status shall be entitled to the following allowances:

Breakfast	\$ 10.56 \$10.99	Travel prior to 7:00 a.m.
Lunch	\$ 13.20 \$13.73	Travel between 11:00 a.m. and 1:00 p.m.
Dinner	\$ 23.23 \$24.16	Travel after 6:00 p.m.

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Effective April 1, 2021, employees on travel status shall be entitled to the following allowances:

Breakfast	\$11.20	Travel prior to 7:00 a.m.
Lunch	\$14.00	Travel between 11:00 a.m. and 1:00 p.m.
Dinner	\$24.64	Travel after 6:00 p.m.

If the College raises the rates for meals for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

(b) Lodging

Reasonable actual costs upon production of receipts, or thirty-five dollars (\$35) per night without receipt.

(c) Travel

Reasonable actual costs (normally based on economy fare) upon production of receipts. In the event an employee opts to travel by acceptable alternate means, the maximum amount the College shall reimburse an employee under Clauses 30.9(a), (b) and (c) shall be the amount that would have been paid had the College directed the employee regarding travel arrangements and provided there are no additional costs to the Employer.

19. <u>33.4 Loss of Seniority</u>

33.4 Loss of Seniority

An auxiliary employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than one (1) year;
- (d) they fail to report for duty for ten (10) consecutive workdays without informing the Employer of the reason for their absence. An employee shall be afforded the opportunity to demonstrate that there were reasonable grounds for not having informed the Employer.
- (e) they are unavailable for, or declines, two (2) four (4) separate offers, on separate days, over a period of twelve (12) months of re-employment in which the duration and nature of work is reasonably similar to that which they carried out prior to layoff.

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20. <u>ARTICLE 36 – TERM OF AGREEMENT:</u>

36.1 Duration

This Agreement shall be binding and remain in effect to midnight, June 30, 2019-2022.

36.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2019-2022, but in any event not later than midnight, April 30, 2019 2022.
- (b) Where no notice is given by either party prior to April 30, 2019-2022, both parties shall be deemed to have been given notice under this clause on April 30, 2019-2022, and thereupon Clause 37.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the College President.

21. <u>Article 36.6 – Effective Date of Agreement</u>

Amend:

The provisions of this Agreement, except as otherwise specified, shall come into full force and effect on the first of the month following the date of signing of this Agreement the date of ratification.

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22. [New] MOU Re: Standby Pilot – Information Technology Support

[New] MOU Re: Standby Pilot – Information Technology Support

Memorandum of Understanding

Between

Coast Mountain College

And

BCGEU Local 712

RE: Standby Pilot – Information Technology Support

Information Technology standby provisions are being introduced with the mutual intent of providing:

- a. Compensation for responding to work inquiries outside of a standard work day;
- b. Predictability in expectations for responding to inquiries outside of a standard work day.

This LOA applies only to employees working in the Information Technology Services Department.

- 1. Standby is defined as being scheduled to be available to provide telephone / text support at any time following the completion of an employee's scheduled shift during a standard work week, or on scheduled days of rest.
- 2. An employee on standby will receive one (1) hour pay at the employee's regular rate of pay for each four (4) hour period or less of standby.
- 3. If an employee is asked to report to the workplace while on standby, the employee shall receive Call Out pay as set out in Article 19.11.
- 4. If a standby employee determines another employee or resource is needed, the standby employee will advise the applicable manager.
- 5. During standby shifts, normal response time to inquiries is 15 to 20 minutes.
- 6. The Employer will post the standby schedule at least ten (10) working days in advance.
- 7. Standby shifts will be rotated between employees. Employees may trade shifts with written approval from their manager.
- 8. No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive statutory holidays.
- 9. An employee who has an approved scheduled vacation shall not be scheduled for standby duty by the Employer, without the consent of the employee.
- 10. This letter of Agreement will be in force and effect until June 30, 2021.
- 11. This MOU can be cancelled by either party issuing thirty (30) working days' notice.
- 12. The MOU can be renewed by mutual agreement.

23. [NEW] MOU Re: Workplace Bullying and Harassment

Memorandum of Understanding

Between

Coast Mountain College

And

BCGEU Local 712

RE: Workplace Bullying and Harassment

Both parties agree that the Employer has a duty to ensure the health and safety of its workers, and as a result, Employers must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment.

Reasonable steps to address the hazard include:

1) Development a policy statement with respect to workplace bullying or harassment not being accepted or tolerated.

The Employer agrees to create a Bullying and Harassment policy statement in alignment with WorkSafeBC legislation within sixty (60) days of ratification.

The Employer agrees to consult with the union on creation of this policy. In the interim, procedure will be followed until Article 1.8 Personal Harassment clauses (b), (d), (e), and (f).

24. <u>Service Enhancement Allocation</u>

[NEW] MOU RE: Staff Development and Training Fund

Memorandum of Agreement

Between

The College Board of Coast Mountain College

And the

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

(BCGEU Local 712 - CMTN Support)

RE: Staff Development and Training Fund

It is expected that over the life of the next collective agreement, Coast Mountain College will continue to face a shortage of skilled workers causing staffing shortages that negatively impact services to students. The parties to this agreement recognize that the welfare of the College as well as the currency and competency of the employees requires a sharpened focus on training and development.

The Service Improvement Allocation presents an opportunity to establish a Staff Development and Training Fund ("the fund") to encourage and assist employees in maintaining and improving skills to prepare for more complex positions in the foreseeable future; thereby mitigating these staffing shortages.

Staff Development and Training Fund

During Year 1, the funding allocation of \$18,000 will be allocated to the Staff Development Fund. Thirty percent (30%) of the fund will be used to sponsor College-wide in-house group courses. The remainder of the fund will be used for Job Training or Career Development purposes. Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

During Year 2 the funding allocation of \$36,000 will be allocated to the Staff Development Fund. Thirty percent (30%) of the fund will be used to sponsor College-wide in-house group courses. The remainder of the fund will be used for Job Training or Career Development purposes. Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

During Year 3 and beyond, the funding allocation of \$55,000 will be allocated to the Staff Development Fund. Thirty percent (30%) of the fund will be used to sponsor College-wide in-house group courses. The remainder of the fund will be used for Job Training or Career Development purposes. Funds not allocated within a calendar year will be carried over for one year only.

Job Training

Job training is intended to assist employees in maintaining and improving knowledge and skills, in order that the employee may perform the duties outlined in the position description.

Career Development

The employees and the College benefit from career development, which enables the employees to prepare for promotional advancement within the College and to improve their present knowledge and skills.

The Staff Development and Training Committee ("the Committee")

The College and the Union shall establish a jointly administered Staff Development and Training Committee. The Committee shall consist of two representatives of the College and two representatives of the Union.

The guidelines for the administration of the Staff Development and Training Fund will be established by the Committee and approved by Coast Mountain College and BCGEU (Local 0712 - Support Staff).

Appendix B

Non-Monetary Signoffs:

- 1. Article 1.6 Human Rights
- 2. Article 4 Check Off of Union Dues
- 3. Article 9.2 Single Arbitrator
- 4. Article 13.13 Selection Committee
- 5. Article 21.5 Vacation Scheduling
- 6. Article 24 Maternity, Parental and Adoption Leave
- 7. Article 31.4 Responsibilities of Committees
- 8. MOA 1 Degree Granting Opportunities in Northern BC
- 9. MOA 2 Joint Job Evaluation/Pay Equity Committee
- 10. MOA 3 Culinary Program Banquet Work
- 11. MOA 4 SEM/Field Schools

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Employer Proposals Date: Febili20 Time: 7:40pm

Non-Monetary Proposals

between

COAST MOUNTAIN COLLEGE

(hereinafter called "the Employer")

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

(hereinafter called "the Union")

This proposal is presented as a package to be agreed or rejected in its entirety and is made on a without prejudice and precedent basis. If not agreed, all items in this package return to active bargaining status. All proposals are made subject to errors and omissions.

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

1. Article 1.6 – Human Rights

Amend:

- The Employer and the Union agree that under this Collective Agreement there shall be no (a) discrimination, interference, restrictions, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital-status, family relationship, place of residence, physical handicap, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, nor by reason of membership or activity in the Union.
- Nothing in Clause 1.6(a) shall be interpreted as prohibiting the parties from jointly agreeing to (b) an affirmative action program.
- Nothing in this Collective Agreement will preclude a member from filing a Human Rights (c) complaint to run concurrently with a complaint or grievance under any 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 Clause 8.10(b) (Deviation from Grievance Procedure) will not apply.

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 29, 2020

2. Article 4 – Check-Off of Union Dues

Amend:

- The Employer shall, as a condition of employment, deduct from the monthly wages or salary of (a) each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) Upon written notification by the Union the Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the union Constitution and/or Bylaws and owing by the employee to the Union.
- Deductions shall be made monthly and membership dues or payments in lieu thereof shall be (c) considered as owing in the month for which they are so deducted.

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- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. Such fields of information required are:
 - (1) employee name
 - (2) employee number if applicable
 - (3) sex (gender)
 - (4) classification (grade/step)
 - (5) type (regular, casual, auxiliary, etc.)
 - (6) work location
 - (7) gross pay
 - (8) dues
 - (9) status (active, inactive, terminated)
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st, of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) Effective six months from the date of ratification, the Employer will submit union dues remittance by Electronic Fund Transfer (EFT). The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 29, 2020

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3. Article 9.2 – Single Arbitrator

Amend:

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) Chris Sullivan
- (b) Mark Brown
- (c) Julie Nichols
- (d) H. Laing
- (e) Corrin Bell
- (f) David McPhillips
- (g) John McConchie

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 30, 2020

4. Article 13.13 Selection Committee

13.13 Selection Committee

(a) The Selection Committee for a regular appointment will be comprised of a minimum of four (4) three (3) individuals including:

appropriate administrator; immediate supervisor of the position; another support staff member from the department or service area; an union observer as per Clause 13.1.

The committee members, other than the union observer, will shortlist, interview and make recommendations for appointment to the appropriate administrator.

Appropriate work time will be made available to those on the Committee.

(b) The union observer will be provided with a copy of the job posting, the job description, and a list of candidates to be interviewed.

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 29, 2020

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5. Article 21.5 - Vacation Scheduling

Replace:

- (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.

With:

- (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. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 31, 2020

6. ARTICLE 24 - MATERNITY, PARENTAL AND ADOPTION LEAVE

Amend:

24.1 Maternity, Parental and Adoption Leave

(a) Maternity Leave

A pregnant employee shall be eligible for maternity leave as provided in the *Employment Standards* Act.

(b) Parental Leave

An employee shall be eligible for parental leave as provided in the Employment Standards Act.

(c) Adoption Leave

An employee adopting a child shall be eligible for parental leave as provided in the *Employment Standards Act*.

Page **5** of **8**

24.1 24.2 Supplemental Employment Benefit (SEB) Maternity, Parental and Adoption Leave

An Employee shall qualify for maternity, parental or adoption leave upon completion of their initial probation period.

An Employee shall qualify for maternity, parental or adoption leave upon completion of their initial probation period.

- (a) When an employee is in receipt of Maternity/Parental Employment Insurance Benefits on maternity, parental or adoption leave, a regular employee will receive a supplemental payment added to their Employment Insurance benefits as follows:
 - (1) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
 - (2)(1) For a maximum of fifteen (15) additional—weeks of maternity leave the employee shall receive an amount equal to the difference between the Maternity Employment Insurance bBenefits and ninety-five percent (95%) of her-their salary calculated on her-their average base salary.
 - (3)(2) For up to a maximum of thirty-five (35) additional-weeks of parental leave, the biological mother, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard Parental Employment Insurance (EI) Beenefits and eighty-five percent (85%) of the employee's salary calculated on her-their average base salary.
 - (4) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty five percent (85%) of the employee's salary calculated on their average base salary.
 - (3) If the biological, adoptive or legally recognized parent elects the Extended Parental El Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Clause 24.2 (a) (2) when the employee opts for the thrifty-five (35) week El benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.
 - (4) For the two weeks of the leave where no El benefit is paid, the following SEB will be paid:
 - For employees who are eligible to receive SEB as per clause 24.2 (a) (1) and (2), or (1) and (3), they shall receive 100% of their salary calculated on their average base salary.
 - (ii) For employees who are eligible to receive SEB as per clause 24.2 (a) (2) or (3), they shall receive 85% of their salary calculated on their average base salary. Should there be no waiting period, then the employee will receive 85% of their salary calculated on their average base salary for the last week when no EI is paid.
 - (5) The average base salary for the purpose of Clause 24.42 (a)(1) through Clause 24.42(a)($\overline{4}$) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26)

weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

- (6) The employee shall have to furnish proof of adoption. Where both parents are College employees, the employees will decide which of them will apply for the leave.
- (b) An employee is not entitled to receive supplemental employment benefits and disability benefits concurrently. To receive supplemental employment benefits, the regular employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

24.2 Seniority Rights on Re-Employment-Return from Leave

- (a) An employee who returns to work after the expiration of maternity, parental or adoption leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) An employee shall be deemed to have resigned on the date upon which their maternity, parental or adoption leave expired commenced—if notification of return to work an application—for reemployment—is not made one (1) month prior to the expiration of the leave—or if they do not return to work after—having applied—for re—employment. If they do not return to work upon expiration of the leave, the employee shall be deemed to have abandoned the position.
- (c) An employee commencing leave pursuant to Article 24.1 during the probation period, will be required to complete the unexpired portion of the probationary period upon return to work.

24.3 Extension of Maternity Leave

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 30, 2020

7. Article 31.4 Responsibilities of Committee

Delete:

(6) Child Care Facilities - The Committee shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 29, 2020

- 8. Memorandum of Agreements:
 - (a) Memorandum of Agreement #1 Degree Granting Opportunities in Northern BC DELETE

 Subject to parties agreement on Tentative Memorandum of Settlement Resolved January 29, 2020
 - (b) Memorandum of Agreement #2 Joint Job Evaluation/Pay Equity Committee RENEW

 Subject to parties agreement on Tentative Memorandum of Settlement Resolved January 29, 2020
 - (c) Memorandum of Agreement #3 Culinary Program Banquet Work DELETE

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 31, 2020

(d) Memorandum of Agreement #4 – SEM/Field Schools - DELETE

Subject to parties agreement on Tentative Memorandum of Settlement – Resolved January 29, 2020

Non-monetary resolves.

Signed in Terrace, BC this 11 of February, 2020.

On hehalf of Coast Mountain College

Brian Bonia, Director of Human Resources

Twyla Hurley, Chief Spokesperson

On behalf of BCGEU, Local 0712,

Haley Thickett, Bargaining Chair

Jeff Morgan, Chief Spokesperson

Appendix C

Housekeeping Signoffs:

- 12. "Northwest Community College" to "Coast Mountain College"
- 13. Gender neutral pronouns
- 14. Spelling and cross references to be corrected by mutual agreement
- 15. Article 27.1 Basic Medical Insurance
- 16. NEW LOU Medical Services Plan of BC
- 17. Appendix 10 RE: Economic Stability Dividend

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Housekeeping Package

between

COAST MOUNTAIN COLLEGE

(hereinafter called "the Employer")

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

(hereinafter called "the Union")

This proposal is presented as a package to be agreed or rejected in its entirety and is made on a without prejudice and precedent basis. If not agreed, all items in this package return to active bargaining status. All proposals are made subject to errors and omissions.

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

1. Replace "Northwest Community College" with "Coast Mountain College" wherever it appears in the agreement to reflect the name change of the College.

Propose resolve January 28, 2020.

2. Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender-neutral pronouns.

Propose resolve January 28, 2020.

- 3. Spelling and cross references noted shall be corrected by mutual agreement prior to finalization.
 - a. Article 16.2 (b): 30.7 reference should read 29.7.
 - b. Article 27.2 (c): 28.2 (b) reference should read 27.2 (b).
 - c. Article 27.2 (d): 28.2 (b) and (c) reference should read 27.2 (b) and (c).
 - d. Article 30.2: 31.1 reference should read 30.1.
 - e. Article 34.9 (c): 35.10 (a) and (b) should read 34.9 (a) and (b).
 - f. Appendix 1, Part 2.2 (d): 30.13 and 30.14 reference should read 29.13 and 29.14.
 - g. Appendix 1, Part 4: 32 reference should read 31.

It is understood by the parties that these changes are not intended to change the interpretation of the language.

Propose resolve January 28, 2020.

4. Article 27.1 Basic Medical Insurance

Delete:

27.1 Basic Medical Insurance

All regular *Employees*, whether full-time or part-time, may choose to be covered by the Medical Plan, for which the Medical Services Plan of BC is the licensed carrier. The *Employer* will pay one hundred percent (100%) of the regular premium.

Renumber provisions in Article 27.1.

Further to the deletion of Article 27.1 above, the Employer and the Union agree to the following Letter of Understanding, effective date of ratification:

LETTER OF UNDERSTANDING [NEW]

MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

Propose resolve January 28, 2020.

5. Appendix 10 - Re Economic Stability Dividend

Delete all references to the Economic Stability Dividend (ESD) throughout the agreement.

APPENDIX 10

Memorandum of Understanding on the Economic Stability Dividend (New) Re-Economic Stability-Dividend

Definitions

1. In this Letter of Agreements

"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 payday after 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 the BC's real GDP.
- 3. Employees will receive a general wage increase (GWI) equal to one-half (½) 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;
 - III. November Calculation by the Minister of Finance of fifty percent (50%) of the difference between Forecast GDP and the Real GDP for the previous calendar year;
 - IV. Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
- 7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- February 2015 Forecast GDP for calendar 2015;
- II. November 2016 Real GDP published for calendar 2015:
- III. November 2016 Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- IV. Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend;

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

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

- Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form

Propose resolve January 28, 2020.

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Signed in Terrace, BC this 28 of January, 2020.

On behalf of Coast Mountain College

Brian Bonia, Director of Human Resources

Twyla Hurley, Chief Spokesperson

On behalf of BCGEU, Local 0712,

Haley Thickett, Bargaining Chair

Jeff Morgan, Chief Spokesperson

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