

MEMORANDUM OF AGREEMENT

between the

COLLEGE OF NEW CALEDONIA
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4951
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES (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).

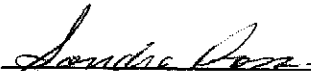
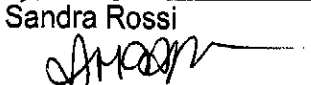
5. **Ratification**

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.


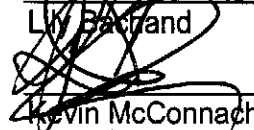
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

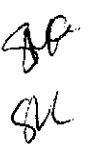
Signed this 16th day of December, 2012.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:


Sandra Rossi

Sue McAllister

BARGAINING REPRESENTATIVES FOR
THE UNION:


Lily Bachand

Kevin McConnachie



APPENDIX "A"

GENERAL HOUSEKEEPING:

2.01	Bargaining Unit
9.01	Job Postings
10.02	Seniority Lists
11.04	Bumping Process
11.05	Lay-Off Provisions
19.01a	Annual Vacation Entitlement
23.01	Conditions
Pages 99/100	Achievement of Pay Equity Targets
MOA	Positive Discipline Program
MOA	Variable Hours Positions
LOA	Labour Market Adjustment
LOA	Fiscal Dividend
LOA	Conversion to Full-Time Positions
LOA	College Security
LOA	College Expansion
LOA	Wellness Incentive Plan
LOU	Pay For Staff on Union Business
LOU	Pyramiding Transition
MOU	Establishment of Bi-Weekly Periods for Employees Who Work Self-Directed Hours and Modified Work Weeks
MOU	Faculty Association of the College of New Caledonia and the Pulp Paper and Woodworkers of Canada, Local 29 (VALT)
Letter	Regarding Article 8
Letter	Application of Article 9.01 of the CNC-PPWC Local 29 Collective Agreement

Change PPWC to CUPE throughout the collective agreement

AMENDED ITEMS:

3.08a	Casual Employee
18	Statutory Holidays
MOA	Minimum Scheduled Hours of Work
LOA	Job Sharing
MOU	Bargaining Unit Exclusions
MOU	Transition to New Language Regarding Fixed Term Employees

Memorandum of Agreement
Minimum Scheduled Hours of Work per Day
Page 97

Current Language:

Between: College of New Caledonia

And PPWC Local 29

RE: Minimum Scheduled Hours of Work per Day

Whereas the College has stated during 2006 negotiations that their intent is not to create a two (2) hour workforce but requires the change to Article 13.05 to accommodate services.

And whereas in 2006 negotiations to renew the terms of the 2003-05 Collective Agreement the College and the Union have agreed at Article 13.05 of the Collective Agreement to revise the minimum shift from four to two hours.

Now Therefore the Parties agree that:

1. For all existing Regular Employees employed at the time of the signing of the Collective Agreement the following language shall apply:

"Unless specifically modified elsewhere in this agreement, the minimum scheduled hours of work per day shall be four (4) hours."

2. This change to the language of Article 13.05 will not be used to avoid paying overtime that currently occurs during peak periods.
3. The College will provide to the Union Standing Committee a report on a quarterly basis the number of regular positions within the bargaining unit that have been changed or implemented as a result of agreement to this language. Should the number of regular positions change (decrease/increase) be over ten (10) % of the overall bargaining unit during two (2) quarters a Standing Committee meeting will be held immediately to address the issue.

Proposed Language:

Between: College of New Caledonia

And PPWC Local 29 CUPE 4951

RE: Minimum Scheduled Hours of Work per Day

Whereas the College has stated during 2006 negotiations that their intent is not to create a two (2) hour workforce but requires the change to Article 13.05 to accommodate services,

And whereas in 2006 negotiations to renew the terms of the 2003-05 Collective Agreement the College and the Union have agreed at Article 13.05 of the Collective Agreement to revise the minimum shift from four to two hours.

Now Therefore the Parties agree that:

1. For all existing Regular Employees employed on March 23, 2006 at the time of the signing of the Collective Agreement the following language shall apply:

"Unless specifically modified elsewhere in this agreement, the minimum scheduled hours of work per day shall be four (4) hours."

2. This change to the language of Article 13.05 will not be used to avoid paying overtime that currently occurs during peak periods.
3. ~~The College will provide to the Union Standing Committee a report on a quarterly basis the number of regular positions within the bargaining unit that have been changed or implemented as a result of agreement to this language. Should the number of regular positions change (decrease/increase) be over ten (10) % of the overall bargaining unit during two (2) quarters a Standing Committee meeting will be held immediately to address the issue.~~

College of New Caledonia

Sandra Lorne
[Signature]

CUPE, Local 4951

[Signature]
[Signature]

Date: November 8, 2012

2.01 – Bargaining Unit

The College recognizes Local 4951, Canadian Union of Public Employees as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (CUPE certification issued by the Labour Relations Board on September 24, 2009).

College of New Caledonia

Sandra Ricci
J. Heyson

CUPE, Local 4951

Peter Lockard
[Signature]

Date: January 27, 2011

Article 9.01
Page 28

Current Language:

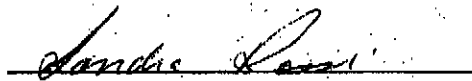
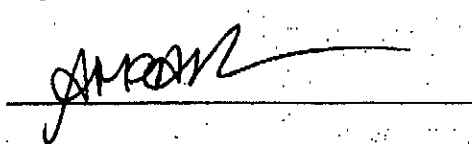
The College recognizes the principle that a work environment that encourages advancement and promotes from within its workforce enhances and builds employee moral and the College will therefore adhere to that principle to the extent that it is practical to do so in accordance with Article 9.01a of the Collective Agreement.


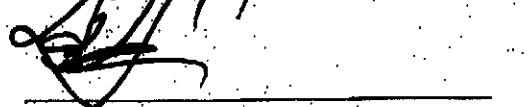
Proposed Language:

The College recognizes the principle that a work environment that encourages advancement and promotes from within its workforce enhances and builds employee moral morale and the College will therefore adhere to that principle to the extent that it is practical to do so in accordance with Article 9.01a of the Collective Agreement.

College of New Caledonia

CUPE Local 4951

Date: March 13, 2017

Article 10.02
Page 31

Current Language:

The College shall maintain seniority lists showing the employee's name, position title, actual start date, status, and total hours accrued. Seniority lists shall be updated each May and November with copies to be distributed to the Union Standing Committee in June and December of each year.

Proposed Language:

The College shall maintain seniority lists showing the employee's name, position title, actual start date, status, and total hours accrued. Seniority lists shall be updated each March May and September ~~November~~ with copies to be distributed to the Union Standing Committee in April June and October ~~December~~ of each year.

College of New Caledonia

Londia Ramon
[Signature]

CUPE, Local 4951

[Signature]
[Signature]

Date: March 12, 2012

11.04 – Bumping Process – Wayne Moore

Should any dispute arise regarding the application or interpretation of this agreement, the matter will be referred to an arbitrator within 10 working days. A hearing will be scheduled within one calendar month, and may be heard over the telephone if the arbitrator decides that the issues can be determined by him/her without having the witnesses present before him/her. The arbitrator shall issue a decision within 3 working days, but is not required to give reasons unless requested by either party within 10 working days of the decisions being rendered. If requested, such reasons will be provided within 10 working days.

College of New Caledonia

Sandra L. L...
Amor

CUPE, Local 4951

Greg Backlund
CU

Date: March 13, 2012

11.05c – Lay-Off Provisions

Personnel on lay-off will not be considered College employees except for the purposes of benefit coverage described in 11.05 (a) and recall rights as described in Article 10.05 (Loss of Seniority) and 10.07 (Recall).

College of New Caledonia

Sandra Lacroix
J. Hoggan

CUPE, Local 4951

Greg Bruchand
[Signature]

Date: *January 27, 2011*

19.01a - Annual Vacation Entitlement

a. Regular full-time employees shall be granted vacation with pay on the following basis:

1. 1.25 days per month from anniversary date (Article 25.03) to month 48 inclusive,
2. 1.67 days per month from month 49 to 96 inclusive,
3. 2.08 days per month from month 97 to 156 inclusive,
4. 2.50 days per month from month 157 to 216 inclusive,
5. 2.92 days per month from month 217 onwards.

College of New Caledonia

London Don
[Signature]

CUPE, Local 4951

Larry Bachand
[Signature]

Date: *January 27, 2011*

23.01 - Conditions

The Union and the College agree that regulations made pursuant to the Workers' Compensation Act, ~~the Factories Act~~ or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

College of New Caledonia

Sanjiv Dassi
[Signature]

CUPE, Local 4951

Lily Pachand
[Signature]

Date: *January 27, 2011*

COLLEGE OF NEW CALEDONIA
CUPE Local 4951

LETTER OF AGREEMENT

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: CUPE Local 4951

RE: COLLEGE SECURITY

The Union agrees to the principle of the protection of life and property. It is recognized that this principle is particularly important during the time of a labour dispute. To this end the Union agrees that, in the event of a labour dispute when security services are withdrawn, the use of individuals who are not members of the Union for such services will not be considered professional strikebreaking.

College of New Caledonia

CUPE Local 4951

Sandra Rossi
[Signature]

Lily Bachand
[Signature]

Date: November 10, 2011

LETTER OF AGREEMENT

BETWEEN: **COLLEGE OF NEW CALEDONIA**

AND: **CUPE Local 4951**

RE: **COLLEGE EXPANSION**

The College and the Union recognize the importance of expanding access to degree-completion programs in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programs or proposed expansions of College facilities proceed smoothly.

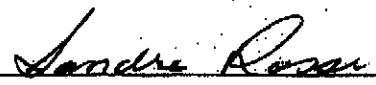
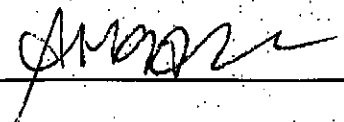
Therefore, should the College choose and be approved to offer degree-completion programs using college facilities or personnel, or should the pending proposed expansions of College facilities be approved, the College and the Union agree as follows:

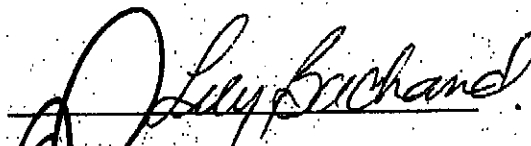

1. That the CUPE Local 4951 shall be the sole bargaining agent for all employees whose duties are not primarily engaged in teaching functions.
2. It is not the intent of the college to thwart the normal growth of the work performed by the bargaining unit as the College's operations increase.
3. To facilitate Regional Campus operations it is understood that there are job functions and services that may not be feasible to provide through employees within the bargaining unit and therefore it may be necessary to utilize other service providers. In those instances, Article 27.04 would apply to any job or service that would be required for over 5 working days.

Current Collective Agreement provisions contained in Article 27.04 remain.

College of New Caledonia

CUPE Local 4951

Date: November 10, 2011

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: CUPE Local 4951

RE: WELLNESS INCENTIVE PLAN

It is recognized that committed employees are the foundation of any successful organization. In the belief that physical and mental well-being contribute directly to increased quality and productivity of operations, the parties have agreed to establish a Wellness Incentive Plan ("The Plan").

The Plan is established under the following conditions:

A. DEFINITIONS

"DAY" Unless indicated as a Full-time Equivalent Day (F.T.E. Day) a day shall be defined as an employee's normal workday and may include a full-time day or a part-time day. Example: if a part-time employee's normal workday is 0.5 that shall be the "day" referred to for usage, i.e. one wellness day. If a full-time employee is working a modified work week, flex time or self-directed hours the normal workday shall be calculated as 7.0 hours for the purposes of the Wellness Incentive Plan.

"QUARTER" There shall be four (4) quarterly year periods used in the Plan:
First Quarter – September through November inclusive;
Second Quarter – December through February inclusive;
Third Quarter – March through May, inclusive;
Fourth Quarter – June through August, inclusive.

B. ENTITLEMENT

1. All employees, except casuals, are eligible for participation in the Plan upon entitlement of a minimum of eighteen (18) F.T.E. days of sick leave credits.
2. Participation in the plan shall be done on a quarter-yearly basis
3. If an employee has earned the full sick leave credits they are entitled to for a quarter (i.e. no absences charged to sick leave or family sick leave), the employee shall be entitled to one (1) wellness day off with pay. It is agreed that an absence(s) of less than two (2) hours to attend medical/dental appointments or family emergencies shall not jeopardize an employee's entitlement to a wellness day.

4. Wellness days shall not be earned or taken during any unpaid leaves of absence, sick leave, or lay-off periods.

C. USAGE

1. A wellness day off with pay must be used in the quarter year immediately following the quarter year in which it was earned or be forfeited; i.e. earn one (1) day off during first quarter, must be used by the end of the second quarter subject to item #2 below. It is understood that an employee shall have a minimum of two and a half (2½) months from the date of notification of entitlement available to use the earned day.
2. A Seasonal/Special Funded employee who earns a wellness day but is unable to use the day in the next quarter because of the seasonal break is entitled to carry that wellness day forward into the next quarter.
3. An employee absent on W.C.B. who earns a wellness day but is unable to use the day in the next quarter is entitled to carry that wellness day forward into the next quarter. A wellness day off with pay must be used in that quarter or be forfeited (i.e. a maximum of one wellness day carried forward.)
4. A wellness day off shall be charged, on an F.T.E. basis, against an employee's sick leave credits, but this shall not be considered an absence for the purpose of entitlement to further wellness days.
5. Scheduling of a wellness day off shall be approved by the department head or designate. Scheduling of annual vacation entitlement shall have priority over requests for wellness days.
6. The replacement needs of a department shall not be considered a basis for denial of a wellness day.

College of New Caledonia

CUPE Local 4951

Sandra Rassi
[Signature]

[Signature]
[Signature]

Date: November 10, 2011

LOA – Page 88
Item 14 – page 89

Current Language:

14. The Job Sharing Arrangement shall have a specified term, normally not to exceed a maximum of one twelve (12) month period.

Proposed Language:

14. The Job Sharing Arrangement shall have a specified term, up to a maximum of twelve (12) months. The job sharing arrangement may be renewed with the mutual agreement of the College and the affected employees with notification to the Union. ~~normally not to exceed a maximum of one twelve (12) month period.~~

College of New Caledonia

Landra Ross
APC

CUPE Local 4951

Andy Garland

Date: March 13, 2013

Memorandum of Understanding

Between: College of New Caledonia

And CUPE Local 4951

RE: EXCLUDED POSITIONS - Page 92

The parties agree that in accordance with the recognized interpretations of the Labour Relations Board of British Columbia relating to managerial and/or confidential positions, the following positions are not included in the bargaining unit:

Administrative Assistant to the Executive Office
Assistant Manager, Facilities Services
Associate Dean of the School of Health Sciences
Associate Dean of the School of Trades & Technologies
Associate Director, Community & Continuing Education
Associate Director, Continuing Education
Associate Director, Facilities Services
Associate Director, Human Resources
Associate Director, Information Technology Services
Associate Director, International Education
Associate Directors, Regional Campus
Associate Registrar
Associate Vice President, Academic
Budget Officer
Chief Information Officer
Controller
Dean, Business & Technologies
Dean, College Foundations
Dean of the School of Academic Foundation and Human Services
Dean of the School of Academic Studies
Dean of the School of Community & International Education
Dean of the School of Health Sciences
Dean of the School of Trades & Technologies
Director, Communications & Development
Director, Community, Industry & Business Initiatives
Director, Facilities Services
Director, Human Resources
Director, Institute for Learning and Teaching
Director, Learning Support
Directors, Regional Campus
Director, Resource Centres
Director of Special Projects
Director, Student Services
Executive Assistant Human Resources
Executive Assistant to the Vice President Academic
Executive Director, Human Resources

Executive Office Administrator
Executive Vice-President Academic
Head of Reference Services
Human Resource Administrator
Human Resources Assistant
Human Resources Advisors
Labour Relations Coordinator
Manager, Aboriginal Resource Centre & Senior Policy Advisor Aboriginal Education
Manager, College Store
Manager, Communication Services
Manager, Enterprise Development Centre
Manager, Facilities Services
Manager, Finance & Administration
Manager, Financial Planning & Operations
Manager, Food Services
Manager, Fund Raising
Manager, International Recruitment & Marketing
Manager, Marketing & Enrolment Services
Manager, Media Services
Manager of Campus Development
Manager, Purchasing
Manager, Public Relations & Student Information
Manager, Retail & Dining Services
Manager, Safety & Security
Manager, Small Woodlands
Manager, Student Residence
Operations Manager, International Education
President
Registrar
Safety Coordinator
Supervisors, Regional Campus
Vice-President Academic
Vice-President Community & Student Services
Vice-President Finance/Admin/Bursar
Vice-President Student Services

Where the College wishes to exclude from the bargaining unit any existing bargaining unit positions during the term of the Collective Agreement, the College will seek agreement to such exclusion through the Union Standing Committee. Where the Parties are unable to reach agreement the matter may be referred by the College to the Labour Relations Board.

College of New Caledonia

CUPE Local 4951

Sandra Rossi

[Signature]

Lily Sachand

[Signature]

Date: March 13, 2012

COLLEGE OF NEW CALEDONIA
CUPE Local 4951

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING
WITHOUT PREJUDICE OR PRECEDENT

BETWEEN: COLLEGE OF NEW CALEDONIA
AND: CUPE Local 4951
RE: PAY FOR STAFF ON UNION BUSINESS

In order to ensure that staff, who are required to be off the job for the purposes of conducting union business, are not disadvantaged relative to pensionable service, the parties agree:

1. THAT there will be salary and benefits continuance for the time off for the purpose of conducting Union business;
2. THAT the College will bill the Union for such time; and
3. THAT the Union will reimburse the College immediately for the full costs associated with the individual(s) time off.

Procedures for requesting time off remain in accordance with the Collective Agreement between the parties. In addition, individuals requesting time off will complete an application for leave solely identifying the leave is for union business and monthly all forms will be forwarded, the appropriate Division/Department/Region, to Accounts Receivable for processing.

College of New Caledonia

CUPE Local 4951

Sandra Rasse
Amor

Lily Bachand
de

Date: November 10, 2011

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: CUPE Local 4951

RE: PYRAMIDING TRANSITION

The parties agree that Article 27.01 language as written in the 1996-2000 collective agreement shall continue to apply to the four full-time employees identified by the College who hold more than one position under the Pyramiding provision.

Specifically, these employees are subject to the following provision:

1996/2000 Collective Agreement Language:

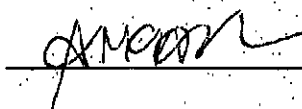
The Union agrees that if an employee voluntarily holds more than one position within the College, whether the additional position is held as a member of the bargaining unit or otherwise, the employee cannot compound the positions held or the related working hours for purposes of claiming entitlement to overtime compensation; changes in employment status; call out compensation; layoff or recall positions; or any other benefit entitlement.

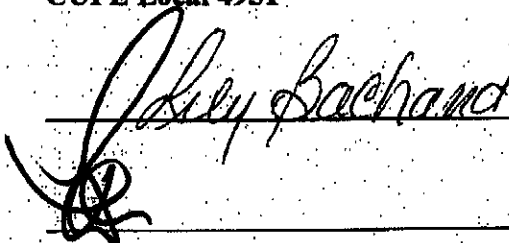
The parties agree that these employees shall not be entitled to voluntarily hold any positions beyond the 96/00 pyramided positions. These pyramiding provisions shall expire with any increase to the number of part-time hours, or reclassification, resignation, or termination from the part-time position.

College of New Caledonia

CUPE Local 4951







Date: November 10, 2011

COLLEGE OF NEW CALEDONIA
CUPE, Local 4951

Proposals 13C

The following Memorandum of Agreement is to be removed from the Collective Agreement:

Proposal 13C

Page 95 & 96

Transition to New Language Regarding Fixed Term Employees (Article 3.06)

College of New Caledonia

Sandra Laro
[Signature]

CUPE, Local 4951

[Signature]
[Signature]

Date:

March 13, 2012

Memorandum of Agreement

Between: College of New Caledonia

And CUPE Local 4951

RE: Establishment of Bi-Weekly Periods for Employees who Work Self-Directed Hours and Modified Work Weeks

Whereas the College has employees in the bargaining unit who work self-directed hours and modified work weeks;

And Whereas the effect of such self-directed hours and modified work weeks is that in the absence of clearly defined bi-weekly periods, employees working self-directed hours and modified work weeks may unintentionally and without the approval of a supervisor arrange their schedules so as to attract overtime payments;

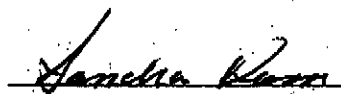
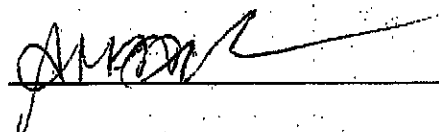
And Whereas the Parties agree that certainty with respect to the attraction of overtime hours in the scheduling of work is to the mutual benefit of all Parties.

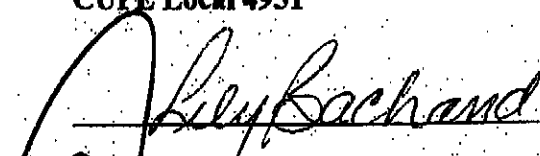

Now Therefore the Parties agree as follows:

1. For the purposes of employees in the bargaining unit who work self-directed hours and modified work weeks the Parties will establish normal bi-weekly periods.
2. Such bi-weekly periods shall coincide with the work week definition provided for at Article 13.04a. Therefore the bi-weekly period will begin at 12:01 a.m. on a Sunday and shall end at 12:00 midnight on the second following Saturday.
3. The first such bi-weekly period will commence at 12:01 a.m., Sunday, April 9, 2006 and shall conclude at 12:00 midnight, Saturday, April 22, 2006. Each bi-weekly period will follow accordingly thereafter, until such time as the bi-weekly period may be adjusted by the mutual agreement of the Parties.

College of New Caledonia

CUPE Local 4951

Date: November 14, 2011

The following items are to be removed from the Collective Agreement:

Proposal 15C	Pages 99/100	Achievement of Pay Equity Targets
Proposal 17C	Page 102	Variable Hours Positions
Proposal 21C	Page 112	Labour Market Adjustment
Proposal 22C	Pages 113/114	Fiscal Dividend

College of New Caledonia

Sandra Ravi
[Signature]

CUPE, Local 4951

Lucy Bachand
[Signature]

Date: *January 27, 2011*

The following Memorandum of Agreement is to be removed from the Collective Agreement:

Proposal 16C

Page 101

Positive Discipline Program

College of New Caledonia

Sandra Rossi
AM

CUPE, Local 4951

Ally Bachand
LM

Date: *January 27, 2011*

PROPOSAL #18C

REGARDING ARTICLE 8

Regarding Article 8

March 15, 2006

To: Ms. Julie Carew
Chief Spokesperson
PPWC Local 29

From: Dan Bradshaw
Director, Human Resources
College of New Caledonia

Subject: HR Department's Role in the Administration of Job Descriptions

During the course of 2006 Collective Bargaining for the renewal of the 2003-05 Collective Agreement between the Parties, the above noted matter was the subject of discussions. I am writing to you with remarks intended to clarify this matter.

The role of Human Resources (HR) is to assist in the development, review and revision of job descriptions. In providing this assistance HR must attend to the following needs:

- Ensure that the job description, both with regard to duties and qualifications, accurately describe the job. This is critical from the College's perspective in that an accurately described job can make a significant contribution to recruitment efforts and to setting out clear expectations that assist an employee in the performance of their job. From the employee's perspective there is that same need for clear expectations as well as the additional and appropriate need to have an accurately described job for the purpose of setting compensation.
- Ensure that the job description is appropriately aligned with the overall scheme of job descriptions within the College. Simply put, to the extent that any given job is different from the next, then those differences should be captured in both the duties and qualifications. At the same time, where there are no such differences in duties and qualifications from one job to the next, then there is no need for differences in job descriptions. The more that we are able to achieve that balance the greater the certainty that we can have in the overall integrity of our job description and compensation scheme.

The HR Department carries out its role and meets the needs described above by:

- Reviewing revised and new job descriptions in order to understand any changes in revised jobs or the overall purpose and needs of new jobs.
- Reviewing and commenting on revised and new job descriptions in order to ensure alignment between:
 - The duties and qualifications of the position; and
 - The duties and especially qualifications of the position relative to both general understandings that HR would have as to "what is required to do the job" as well as HR's

understanding of the job relative to other comparator positions in the College (including any relevant "benchmark" positions).

Feedback on these matters is provided to the Department seeking to revise or create the position and adjustments to the job description are made accordingly.

A challenge to carrying out the role as described above is that individual employees and departments will bring a unique perspective and knowledge to the needs and requirements of a given position, whereas HR approaches its role with broader knowledge as well as broader institutional responsibility for the College's job descriptions. It is the responsibility of the HR Department to bring that broader knowledge and responsibility into the equation of the preparation of any given job description in a way that balances and meets both individual and institutional needs and the HR Department will meet that responsibility.

COLLEGE OF NEW CALEDONIA

CUPE LOCAL 4951

Samia Rossi
SMCMM

Lyle Bachand
[Signature]

Date: November 10, 2011

This Memorandum of Agreement was re-signed during the 2010 round of collective bargaining in order to reflect the change in certification as ordered by the Labour Relations Board on September 24, 2009. The parties agree that this is a housekeeping change only and that the parties are not altering the interpretation or application of any of the provisions of the Memorandum.

March 2006

To: Ms. Julie Carew
Chief Spokesperson
PPWC Local 29

From: Dan Bradshaw
Director, Human Resources
College of New Caledonia

Subject: Application of Article 9.01 of the CNC-PPWC Local 29 Collective Agreement

During the course of 2006 Collective Bargaining for the renewal of the 2003-05 Collective Agreement between the Parties, the above noted matter was the subject of discussions. The conclusion of those discussions was agreement that the most beneficial course of action was for the College to prepare this letter and include it at the back of the renewed Collective Agreement so that it was available for the information of operational staff employees and their managers.

The purpose of the letter is to describe as clearly as it is practical to do so, the College's application of Article 9.01 of the Collective Agreement. That application is as follows:

1. The College's primary consideration in filling a vacancy is to hire the most qualified applicant to perform the duties and meet the requirements of the position. An applicant's qualifications are made up of his/her job-related knowledge, skills and abilities.

The extent to which the College will give weight and place importance on job-related knowledge versus skills versus abilities will vary from position to position. What is critical in order for the College to make the best possible hiring decision as well as to ensure fairness in its selection process is to apply the chosen weighting equally in the case of all applicants to a given position.

2. Selecting the most qualified applicant for a position requires the College to prepare and implement a rigorous selection process that at a minimum will involve a well prepared and structured interview. The evaluation process may also involve other forms of evaluation including tests, written or oral presentations, role-playing and hands-on demonstrations of the skills and abilities required to perform the position.

In order to make the best possible hiring decision as well as to ensure fairness in its selection process, the College must evaluate applicants against the job-related knowledge, skills and abilities that are most critical to success in the position, and not simply against those that are easiest to measure.

3. Where at the conclusion of the selection process the College determines that two or more applicants are relatively equal, then and only then shall seniority become a factor in the selection process, namely that the position will be awarded to the senior applicant within the bargaining unit. This use and application of seniority should be consistent in all selection decisions regardless of whether the applicants are internal or external to the bargaining unit.

4. Where at the conclusion of the selection process the College determines that all candidates have demonstrated themselves to be deficient in some requirement(s) of the position the College may choose to either re-post the position or to select one of the applicants to the position. In the latter case the College must still select the most qualified candidate and where two or more applicants' qualifications are relatively equal then award the position to the senior applicant within the bargaining unit.

Where the successful applicant has demonstrated him/herself to be deficient in some requirement(s) of the position, the College should clearly identify those deficiencies to the successful applicant. The College should also conclude with the applicant on those plans and expectations that may be put into place for the applicant to address those deficiencies.

I trust that the above meets the purpose it is intended for, namely to describe the College's application of Article 9.01 of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

CUPE LOCAL 4951

Sandra Rami
[Signature]

Lily Bachand
[Signature]

Date: *November 10, 2011*

This Memorandum of Agreement was re-signed during the 2010 round of collective bargaining in order to reflect the change in certification as ordered by the Labour Relations Board on September 24, 2009. The parties agree that this is a housekeeping change only and that the parties are not altering the interpretation or application of any of the provisions of the Memorandum.

MEMORANDUM OF AGREEMENT

Between: College of New Caledonia
(hereinafter referred to as the Employer)

And: Faculty Association of the College of New Caledonia
(hereinafter referred to as the Faculty Association)

And: Canadian Union of Public Employees, Local 4951
(hereinafter referred to as the CUPE)

This Memorandum is subject to ratification of the principles of the parties signatory hereto, and all parties agree to recommend to their respective principles, acceptance of all terms and conditions contained herein and the attached documents.

This Memorandum sets out the terms and conditions which have been agreed between the Parties with respect to matters raised as a consequence of a Section 34 Application before the Industrial Relations Council regarding employees associated with the Volunteer Adult Literacy Training Program (VALT).

It is hereby agreed that:

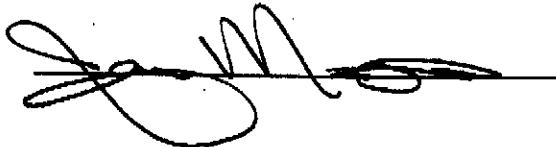
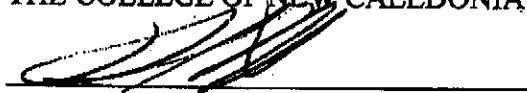
1. The existing positions associated with the VALT program shall be part of either the CUPE or Faculty Association bargaining units.

As agreed, the existing position in Prince George shall be part of the Faculty Association; the existing position in Quesnel shall be part of the Faculty Association. The remaining positions in Burns Lake, Vanderhoof, and Mackenzie shall remain in the CUPE bargaining unit. When employees in Burns Lake, Vanderhoof, and Mackenzie are doing tutor training and assessment of students, they shall be faculty employees.

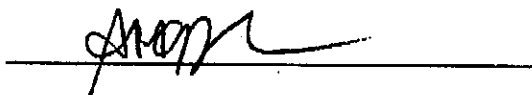
2. All faculty contracts relating to VALT programs will not longer be considered General Interest Contracts.
3. The College will accept the mutual decision of the CUPE and the Faculty Association in determining the bargaining unit status of positions associated to VALT, and any other positions which may in the future be in dispute.
4. The Parties have defined a dispute resolution mechanism to settle bargaining unit jurisdictional disputes in the future. The dispute resolution mechanism is attached as "Appendix A".
5. The Parties will accept the definition of "primarily engaged in teaching functions" as the interpretation guidelines in future disputes. The definition is attached hereto as "Appendix B".

6. Existing positions, other than VALT will not be the subject of a dispute unless and until there is a significant change in the job duties of the position.

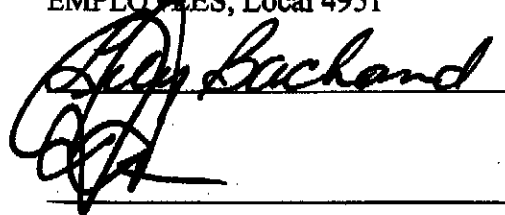
Signed on behalf of
FACULTY ASSOCIATION OF
THE COLLEGE OF NEW CALEDONIA



Signed on behalf of
THE COLLEGE OF NEW CALEDONIA



Signed on behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 4951



Date March 13, 2012

Original memorandum was dated Dec. 9, 1993, and signed by

FACULTY ASSOCIATION OF
THE COLLEGE OF NEW CALEDONIA

George A. Davison
Joan M. Connors

THE COLLEGE OF NEW CALEDONIA

T. A. Weninger

PULP PAPER AND WOODWORKERS
OF CANADA, LOCAL 29

Nancy Bull
Sue McAllister

Appendix A

This memorandum sets out the terms and agreements that have been reached between the CUPE Local 4951, the Faculty Association of the College of New Caledonia and the College of New Caledonia with respect to matters raised as a consequence of the Section 34 application regarding employees associated with VALT (Volunteer Adult Literacy Training).

- 1) The parties agree that positions associated with VALT shall be part of either the CUPE or the Faculty Association bargaining units. Faculty contracts related to VALT will no longer be General Interest contracts.
- 2) The College agrees to accept the mutual agreement of the CUPE and the Faculty Association as determining the bargaining unit status of positions associated with VALT.
- 3) In the event of a jurisdictional dispute the following process will be followed:
 - a) The process can be initiated by any party, by written notice to the other party, when a position is created or the duties of an existing position are changed. The written notice must be given within ten (10) calendar weeks of the time either party could have reasonably become aware of the action.
 - b) Upon initiation, all parties shall meet and within twenty-one (21) days shall attempt to reach a mutual agreement.

The parties may, by mutual consent, waive any stage or time limits of the procedures described in 3a and 3b.

- c) If an agreement is not reached, the matter shall proceed to an informal arbitration process.

- An arbitrator shall be chosen on a random basis from the following list of names.

Bob Blasina
Shona Moore

*

Irene Holden
Bob Diebolt

*

- The matter will be heard by the arbitrator within ten (10) weeks of the date s/he is selected. In the event that the arbitrator selected cannot hear the matter within this 10 week time limit, the parties shall make a further choice, using the random selection process, until an arbitrator is available to conduct a hearing within the ten (10) week time limit.

Appendix B

ARBITRATOR'S INTERPRETATION GUIDELINE

This guideline is intended to assist the arbitrator in determining whether or not a disputed position is "primarily engaged in teaching functions".

Outline of Teaching Functions

Inclusion of the following elements in a position may lead to the individual being considered to be "primarily engaged in teaching".

- 1) The exercise of professional judgement and training to determine what is educationally appropriate in:
 - a) the development/alteration of curricula
 - b) the selection, introduction and/or initial delivery of new or consequential materials, concepts, ideas or techniques to individuals or groups of individuals in an educational setting
 - c) the specification of educational data, activities and resources
- 2) The provision of professional advice to individuals in an educational setting which requires specialized subject expertise and knowledge that is acquired through training and education such as in the fields of librarians and counsellors.
- 3) The exercise of professional judgement in the independent assessment and/or evaluation of individual performance and grade assignment

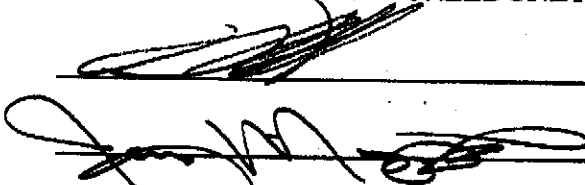
Factors Relating to "Primarily Engaged In"

The following factors may be considered, though none by itself determine the issue.

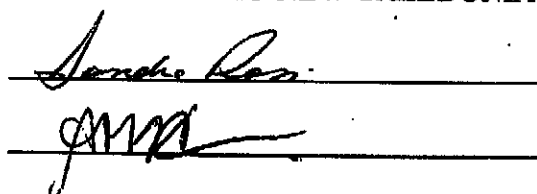
- 1) The nature and degree of the functions actually performed;
 - 2) Education, training and background required;
 - 3) Terms and conditions of employment
- The arbitrator is limited to the issue at hand and must apply the facts, as presented by the parties, to an "interpretable basis" that provides demarcation between the CUPE bargaining unit and the Faculty Association bargaining unit.

- Costs shall be shared equally between the parties.
 - No party shall use legal representation at the table but will have the opportunity to seek counsel's advice as deemed necessary. Each party will appoint a designated spokesperson.
 - All parties will make every effort to present their position in a manner which will limit the arbitration process to one day. In the event that a number of issues are being discussed, the time allowed may be adjusted.
 - The arbitrator shall report his/her decision within one calendar week to all parties.
- 4) The College agrees to accept the definition "primarily engaged in teaching functions" that the CUPE and the Faculty Association agree upon and the mechanism for resolving disputes.

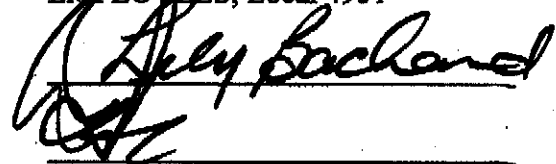
Signed on behalf of
FACULTY ASSOCIATION OF
THE COLLEGE OF NEW CALEDONIA



Signed on behalf of
THE COLLEGE OF NEW CALEDONIA



Signed on behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 4951



Date March 13, 2012

Original memorandum was dated Dec. 9, 1993, and signed by

FACULTY ASSOCIATION OF
THE COLLEGE OF NEW CALEDONIA
George A. Davison
Joan M. Connors

THE COLLEGE OF NEW CALEDONIA
T. A. Weninger

PULP PAPER AND WOODWORKERS
OF CANADA, LOCAL 29
Nancy Bull
Sue McAllister

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA
AND: CUPE LOCAL 4951
RE: CONVERSION TO FULL-TIME POSITIONS

The parties agree where the Union identifies a position classified as part-time (excluding casuals) which has been filled at an average of thirty-three (33) hours per week in a thirty-five (35) week period, the College agrees that the Joint Standing Committee will meet and reach a mutually acceptable resolution.

College of New Caledonia

Sandra Korn
[Signature]

CUPE, Local 4951

[Signature]
[Signature]

Date: May 9, 2011

ARTICLE 18 – STATUTORY HOLIDAYS

18.01 STATUTORY HOLIDAYS

The College shall grant as paid statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other such holidays as declared by the local Municipal Government, Province of British Columbia, or Government of Canada.

18.01 STATUTORY HOLIDAYS

The College shall grant as paid statutory holidays: New Year's Day, **Family Day**, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other such holidays as declared by the local Municipal Government, Province of British Columbia, or Government of Canada.

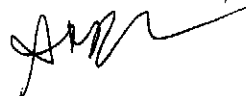
Date Signed:

December 16, 2012

Union:

Lily Bachand.

Employer:

Sande Roz.


ARTICLE 18 – STATUTORY HOLIDAYS

18.05 PAYMENT FOR STATUTORY HOLIDAYS

- a. Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), salaried employees shall not have their pay reduced by virtue of holidays specified in 18.01 and 18.06.
- b. Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), hourly paid employees shall be paid ~~4.4%~~ in lieu of statutory holiday pay (except for casual employees who shall be paid ~~1.6%~~).

18.05 PAYMENT FOR STATUTORY HOLIDAYS

- a. Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), salaried employees shall not have their pay reduced by virtue of holidays specified in 18.01 and 18.06.
- b. Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), hourly paid employees shall be paid ~~4.8%~~ in lieu of statutory holiday pay (except for casual employees who shall be paid ~~1.7%~~).

Date Signed:

December 16, 2012

Union:

Lily Bachand

Employer:

Sandra Rasmussen
AT&T

Clause 3.08a Casual Employee

Currently:

a. Casual Employee shall mean an employee with an anticipated period of employment of less than ten (10) consecutive weeks in the same position and the same department. The employee's appointment may be extended beyond ten (10) weeks for up to an additional two (2) weeks. Such extensions require the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied.

Where the College, due to unforeseen circumstances, is required to extend a Casual Employee's appointment for a period beyond an additional two (2) weeks, such extensions require the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied. Typically, such unforeseen circumstances would relate to the regular incumbent of the position requiring a leave of absence for longer than was originally anticipated.

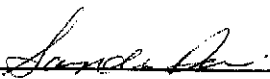
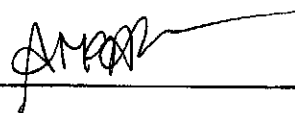
Change language to read:

a. Casual Employee shall mean an employee with an anticipated period of employment of less than **fourteen (14)** consecutive weeks in the same position and the same department. ~~The employee's appointment may be extended beyond fourteen (14) weeks for up to an additional two (2) weeks. Such extensions require the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied.~~


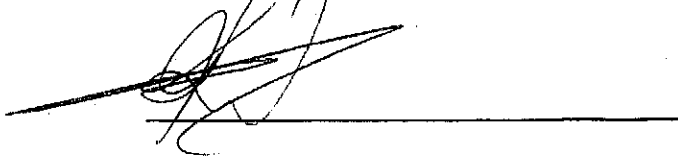
~~Where the College, due to unforeseen circumstances, is required to extend a Casual Employee's appointment for a period beyond an additional two (2) weeks, such extensions require the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied. Typically, such unforeseen circumstances would relate to the regular incumbent of the position requiring a leave of absence for longer than was originally anticipated.~~

AGREED TO:

For the Employer:

For the Union:

December 16, 2012.
Date

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.

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.

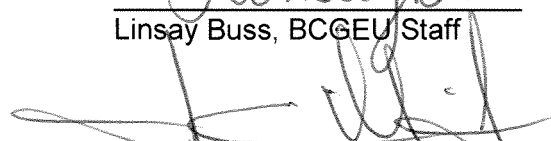
For the Employers:


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.