MEMORANDUM OF AGREEMENT

between

Langara College
(hereinafter call "the College")

and

The British Columbia Nurses' Union
(hereinafter call "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF LANGARA COLLEGE ACTING ON BEHALF OF LANGARA COLLEGE (hereinafter call "the College"), AGREE TO RECOMMEND TO THE LANGARA COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BRITISH COLUMBIA NURSES' UNION (hereinafter call "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2014, AND EXPIRING MARCH 31, 2019, (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for sixty (60) months, April 1, 2014, to March 31, 2019, 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"

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

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 1ST day of June, 2015.

BARGAINING RESPRESENTATIVES FOR THE COLLEGE:	**BARGAINING REPRESENTATIVES FOR THE UNION:**
L. Dianne Richards	Laura Anderson
Clayton Munro	Susan Kensett
Patricia Wong	

Appendix "A"

1. **ARTICLE 2.1 – Term Of Agreement**
   Amend to read as follows:

   This Agreement shall be in full force and effect from the first (1st) day of April, ~~2012~~ 2014 to the thirty-first (31st) day of March, ~~2014~~ 2019, both dates inclusive.

2. **ARTICLE 5.1 - Step 4 – Grievance Procedure**
   Amend to read as follows:

   Step 4
   If settlement is not reached through the foregoing procedure, the grievance may be referred to a Troubleshooter and/or ~~Arbitration Board~~ Arbitrator. When either party request a grievance be submitted to arbitration or the Troubleshooter, the request will be submitted to the other party in writing within twenty (20) working days of the response provided at Step 3 of this procedure.

3. **ARTICLE 6 – Arbitration**
   Amend to read as follows:

   6.1
   Either party may, within the time limits prescribe in Article 5 – Grievance Procedure, refer any grievance, dispute or difference unresolved through the procedures in Article 5 – Grievance Procedure, to an ~~Board of Arbitration~~ Arbitrator which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

   6.2
   The party requesting arbitration shall notify the other party of its intent to arbitrate ~~and its appointee to the Arbitration Board. The receipting of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board~~.

   6.3
   The ~~two appointees~~ parties shall, within ~~a further~~ ten (10) calendar days, select an Arbitrator ~~third person to act as Chair.~~ If the ~~two appointees~~ parties fail to agree upon an Arbitrator ~~Chair~~ within this ten (10) calendar-day period, either party may ~~request the Ministry of Labour of British Columbia to make the appointment~~ apply to the Labour Relations Board for an arbitrator to be appointed.

6.4
The ~~Arbitration Board~~ Arbitrator shall issue a decision and their decision ~~of the Board~~ shall be final and binding upon the parties.

6.5
~~Each party shall be responsible for the expenses of its appointee and~~ The expenses of the ~~Chair~~ Arbitrator shall be shared equally by the parties.

6.6
~~By mutual agreement between the Union and the College, a single arbitrator may be substituted for the Arbitration Board established in this Article.~~

4. Article 26.10 – Vacation Entitlement In Year Of Retirement

Amend to read as follows:

Employees who retire under the provisions of the ~~Pensions (Municipal) Act~~ Public Sector Pension Plans Act shall receive their full annual vacation entitlement for that year of retirement.

5. ARTICLE 37.2 – Payment of Gratuity

Amend to read as follows:

A) In cash:
   i) Upon retirement on or after attaining minimum retirement age (as defined by the Municipal Pension Plan); or
   ii) Upon retirement with permanent disability; or
   iii) Upon leaving the College's employ after the completion of ten (10) or more years of service;
   iv) Upon request after completion of one (1) or more years of service.

B) As leave, prior to retirement, subject to the following:
   i) The minimum leave taken shall be one (1) day and the maximum, twenty (20) days.
   ii) Such leave shall be subject to the approval of the Director of Health Services and shall be taken during a period that will not affect the efficient operation of the College Health Services.

6. ARTICLE 38.2 (B) – Basic Medical And Extended Health Plans

While not to be included in the Agreement, effective the first of January following the date of ratification, the Employer and Union agree that the Extended Health Benefits plan will be amended such that the individual and family deductible will be increased to fifty dollars ($50) per calendar year.

7. Article 38.4 (B) – Group Life and Accidental Death & Dismemberment Insurance

Amend to read as follows:

An employee who retires at or beyond the age of fifty-five (55) years with at least ten (10) years of continuous service with the College and who is in receipt of a pension under the provisions of the ~~Pension (Municipal) Act~~ Public Sector Pension Plans Act shall continue to enjoy group insurance coverage (except AD&D) in an amount equal to the lesser of ten thousand dollars ($10,000) or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost of the continuing insurance borne by the College.

8. Article 38.9 – Pension (Superannuation)

Amend to read as follows:

Employees shall be covered by the provisions of the ~~Pension (Municipal) Act~~ Public Sector Pension Plans Act as follows:

A) A regular employee entering the service of the College from the service of an employer to whom the ~~Pension (Municipal) Act~~ Public Sector Pension Plans Act applies shall be enrolled in the Plan immediately upon commencement of employment, providing:

   i) The employee has not made application for a refund of pension (superannuation) contributions, and

   ii) The break in service is for a period of not more than one (1) month. One (1) month is considered to be from a given date in one (1) calendar month to the same date in the calendar month immediately following.

B) A regular employee not eligible as above shall be enrolled in the Plan upon completion of probation and shall continue in the Plan as a condition of employment.

C) A regular employee who does not meet the above qualifications upon entering the service of the College may, nonetheless with the approval of the Commissioner of Pensions, enroll in the Plan and maintain their pension contributions, both employee and Employer shares during their probationary period.

9. Schedule "A" – Schedule of Wage Rates

Schedule "A" of the collective agreement shall be increased by the following percentages effective on the dates indicated:

(a) Effective the first day of the first full pay period after April 01, 2015 all annual rates of pay which were in effect on March 31, 2015 shall be increased by one percent (1%).

(b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.

(c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).

(d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend*.

(e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).

(f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

(g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).

(h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

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.

10. Memorandum of Understanding on the Economic Stability Dividend (NEW)
Add the following:

Re: ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"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 pay day after the 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 BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) 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 calendar year;
    (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the 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 Stability Dividend.

7. For greater clarity and as an example only:

    For collective agreement year 3 (2016/17):

    (i) 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 Stability Dividend

(v) 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

8. 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

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

11. Housekeeping

a) Correct all position titles where required. (i.e., change Director, Human Resources to Director, Labour Relations& Human Rights)