

MEMORANDUM OF AGREEMENT

NORTH ISLAND COLLEGE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3479**

Subject: Settlement between North Island College and the Canadian Union of Public Employees, Local 3479

North Island College and the Canadian Union of Public Employees concluded a settlement on March 18, 2006 and the parties agree to include in the NIC/CUPE, Local Agreement the following changes along with the template language regarding compensation matters.

Signed: _____



Carolyn Kirk-Albert
Acting President
CUPE, Local 3479



Jennifer Holden
Director, Human Resources
North Island College

Date: May 26, 2006

North Island College and the Canadian Union of Public Employees Local 3479 agree to the following changes to the Collective Agreement, Letters of Understanding negotiated between the parties:

ARTICLE 1.05 DEFINITION OF EMPLOYEES

Rationale: Editorial Changes Highlight – housekeeping, not a significant change

b) Temporary Employees

Are those employees hired for a specified period of time not exceeding twelve (12) months of continuous service. Exceptions to this could arise through maternity/ paternity leave, deferred salary leave, and when an employee is in receipt of Workers' Compensation, Short Term Disability ~~and~~ **or** Long Term Disability benefits.

In addition, by mutual agreement, an assignment may exceed twelve (12) months as a result of a special project.

Temporary employees with assignments less than twelve (12) months are excluded from the provisions of the following Articles in this Agreement:

Article 11	Seniority
Article 12	Layoff and Recall (12.01 (b), (c), (d), (e), (g), and 12.02)
Article 17	Vacations (excluding % in lieu)
Article 18	Sick Leave (18.04, 18.08, 18.09, 18.10)
Article 20	Special and Other Leave (20.02, 20.03, 20.06)
Article 23	Technological Change (23.03, 23.04, 23.05)
Article 27	Employee Benefits (except Health and Welfare Benefits as noted below)
Article 29	General Conditions (29.01 and 29.04)

Temporary employees with assignments of four (4) months or more, or an accumulation of temporary service of four (4) months in a twelve (12) month period, that are at least an average of seventeen and one-half (17.5) hours per week, shall be paid an additional ~~5%~~ **five percent (5%)** in lieu of health and welfare benefits.

1.05 d) Apprenticeship Positions

Second paragraph – Changes to current language:

All apprentices shall be employed in accordance with the provisions of the laws of British Columbia pertaining to apprenticeship training ~~British Columbia Apprenticeship Act and the parties hereto agree to observe all provisions of the said Act.~~ All apprentices shall become members of the Union.

Third paragraph – Changes to current language:

~~The journey person rate of pay, and Apprenticeship rates~~ **of pay**, shall be as set forth in Schedule B of this Agreement.

Last paragraph – Changes to current language:

~~Performance of duties shall be subject to evaluation every six (6) months.~~ **The performance of an employee in an apprenticeship position shall be evaluated in accordance with the established Support Staff Performance Evaluation Program.**

ARTICLE 2.10 COMPLAINTS

Third paragraph – Changes to current language: - Clarifies rights under the Collective Agreement only without regard to the College’s Human Rights Policy.

An employee may initiate a grievance under this clause at any step of the grievance procedure. ~~or a complaint may be filed under the College’s **Human Rights Policy dated March 23, 2005**. An employee who commences a complaint under the College’s **Human Rights Policy** shall not forfeit their entitlement to pursue a complaint through the grievance procedure under the Collective Agreement.~~

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

Add a NEW clause 10.05 as follows:

10.05 REMOVAL OF DISCIPLINE

A written discipline shall be removed from the employee’s file after the expiration of three (3) years from the date it was issued provided there have been no further infractions.

ARTICLE 14.05 SHORT CHANGE OVER

Revise existing language and add sections as follows from the Memorandum of Agreement on this subject dated October 24, 2001:

- a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24) hour period.
(existing language)

This article shall not apply to employees sharing **evening work in the Centres/ Campuses** ~~the present 2:00 p.m. to 9:00 p.m. shift in the Learning Centres/ Campuses.~~ **Hours of evening work may vary in start time and end time, depending on the arrangements mutually agreed to by supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.**

- b) **The Union will be informed, in writing, of shift arrangements (i.e., current; new; and altered). New or altered evening shift arrangements will not take effect until the Union has had the opportunity to discuss the arrangements with the affected CUPE members and the College. Such discussion will take place within five (5) working days of the notification to the Union.**
- c) **Affected employees will be provided with written confirmation of an existing arrangement, written notice of a new arrangement, or written notice of an altered arrangement, according to the situation that applies.**
- d) **“Shift Changes” will be included as a regular agenda item for consideration and discussion by the NIC/ CUPE Local 3479 Labour Management Committee.**

ARTICLE 19 CAREER DEVELOPMENT, EDUCATION AND TRAINING

Incorporate Letter of Understanding signed by the parties on February 16 and 17, 2006. (See page 13)

ARTICLE 24.05 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

Designate the first paragraph as a) and add a NEW PARAGRAPH b) on “testing”.

- a) In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are relatively equal, seniority shall be the determining factor.

- b) Testing is required to ensure that candidates have the necessary skills, knowledge and abilities for support staff positions at the College. Test results will be kept on file for a period of two (2) years. Each position at the College has specific testing requirements and these testing requirements shall be relevant to the position.**

Add a NEW Article 24.12 as follows:

24.12 RELOCATION OF POSITION

Whenever the Employer is considering the relocation of a position, they will first discuss the relocation with the Union.

Add a NEW Article 26.08 as follows:

26.08 PAYROLL ELECTRONIC FUNDS TRANSFER

The Employer will deposit the employee's pay in an account at a financial institution designated by the employee.

ARTICLE 33 – TERM OF AGREEMENT

A four (4) year agreement effective **July 1, 2006 to June 30, 2010.**

Replace existing Schedule B with the following:

**SCHEDULE B:
RATE OF PAY FOR CO-OP STUDENT AND APPRENTICE**

Co-op Students \$12.00 per hour

Apprentice: **Hourly rate of pay based on the following schedule of increments within the CUPE, Local 3479 pay grade scale and subject to change in accordance with regularly negotiated rates of pay:**

~~As per the memorandum of Agreement re: Apprenticeship Positions signed June 8, 1993:~~

~~Rates of pay shall be based on a journeyperson rate established initially at \$21.05 per hour, shall be appended to Schedule A of the Collective Agreement, and shall be subject to change in accordance with regularly negotiated rates of pay. The following increments apply:~~

~~1st six months of indenture — 55% of journeyperson rate
2nd six months of indenture — 60% of journeyperson rate
3rd six months of indenture — 65% of journeyperson rate
4th six months of indenture — 70% of journeyperson rate
5th six months of indenture — 75% of journeyperson rate
6th six months of indenture — 80% of journeyperson rate
7th six months of indenture — 85% of journeyperson rate
8th six months of indenture — 90% of journeyperson rate~~

6 Month Increments	Pay Grade Scale
1 (Start Rate)	C1
2	C2
3	D2
4	F2
5	H2
6	J2
7	L2
8	Subject to the review and revision of the Joint Job Evaluation Plan.

LETTER OF UNDERSTANDING

North Island College

and the

Canadian Union of Public Employees, Local 3479

North Island College and CUPE Local 3479 agree to interpret and apply the provisions of **Article 19 – Career Development, Education and Training** in accordance with the following:

1. Career Development Funds will be administered by a Joint Committee with equal representation from CUPE Local 3479 and North Island College. (Article 19.04)
2. Guidelines for the administration of the Career Development Funds will be developed by the Joint Committee and approved by NIC and CUPE Local 3479.
3. Decisions of the Joint Committee on applications for funds are subject to 1) Reconsideration and 2) Appeal to the Labour Management Committee.
4. Education, training and professional development activities that
 - establish, maintain or improve skills required by an employee's current work assignment or occupational category (Article 19.01a and 19.06 a);
 - enable an employee to move into a position after being affected by technological change or other imposed change (Article 19.01 b); or
 - prepare an employee for promotional advancement or career change within the system, where system is defined as B.C.'s College, University College, Institute and Agency System (Article 19.01 c and Training and Professional Development Protocol, Provincial Accord)
 are eligible for Career Development Funds.
5. An application that relates to an employee's attendance at an NIC credit course or evaluated community education course (e.g., course fees where tuition waiver does not apply, books, lab fees) is also eligible for Career Development Funds. An evaluated community education course is a course where the student writes an exam at the end or when a student has to complete assignments in order to earn a certificate.
6. If an application relates to a career change outside the College (Article 19.01 c), the activity must provide a benefit to the College in the form of enhanced knowledge, skill or ability that contributes to the College's ability to maintain a vital and competent workforce (Article 19.01).
7. An application relating to a career change, either inside or outside the College, must fit into a career plan provided to the immediate supervisor and the Career Development Committee (Article 19.06 b).

- 8. Activities that relate to a private business, a retirement plan, or personal interests and hobbies are not eligible for career development funds.
- 9. Employees must fully explain on their application for Career Development Funds how the education and training activity meets the criteria for eligibility as set out in the Collective Agreement. This Letter of Understanding is intended to clarify the interpretation of Article 19; it is not intended to lessen any right a member has under the Collective Agreement. The application form will be reviewed and modified, where necessary, to ensure instructions to employees are clear in this regard.

This Letter of Understanding is in effect from August 30, 2005.

Date: _____

For the Employer:

For the Union:

RENEW Memorandum of Agreement on Red-Circling, Bumping and Recall Privileges.

MEMORANDUM OF AGREEMENT
Between
North Island College
And the
Canadian Union of Public Employees, Local 3479

Subject: Red-Circling, Bumping and Recall Privileges

For the purpose of clarifying the terminology and process, the Employer and the Union agree to the following definition of “*red-circling*” and its effect on support staff in a layoff situation:

When a position reclassification or re-evaluation results in a lower pay grade, the incumbent in the position will be “red-circled” at their current rate of pay until such time as the general wage increases raise the rate of pay to the level received; following which, the incumbent will be entitled to pay increases.

Further, it is agreed that in a layoff situation, the incumbent will maintain the bumping and recall privileges of the higher (red-circled) grade level.

The Employer and the Union agree that this Memorandum of Agreement will form part of the Collective Agreement between North Island College and the Canadian Union of Public Employees, Local 3479.

Date: _____

For the Employer:

For the Union:

Add a **NEW** Memorandum of Agreement on Compressed Work Week/ Flexible Work Time.

MEMORANDUM OF AGREEMENT

North Island College

and the

Canadian Union of Public Employees, Local 3479

Subject: Compressed Work Week/ Flexible Work Time

North Island College and CUPE Local 3479 agree to meet during the first two (2) years of the Collective Agreement to comprehensively explore options for a compressed work week/ flexible work time that will meet the operational needs of the College.

Date: _____ .

For the Employer:

For the Union:

Add a **NEW** Memorandum of Agreement on Review and Revision of the Joint Job Evaluation Plan

MEMORANDUM OF AGREEMENT

North Island College

and the

Canadian Union of Public Employees, Local 3479

Subject: Review and Revision of the Joint Job Evaluation Plan

North Island College and the Canadian Union of Public Employees, Local 3479 agree to a joint review and revision of the Joint Job Evaluation Plan. The joint review will commence in the fall of 2006.

Date: _____ .

For the Employer:

For the Union:

TERM OF AGREEMENT

The term of the agreement with the Canadian Union of the Public Employees, Local 3479 shall be from July 1, 2006 to June 30, 2010.

BASE WAGE INCREASE

All wage scales in the CUPE Agreements shall be increased by the following percentages effective the dates indicated:

July 1, 2006	2.1 %
July 1, 2007	2.1 %
July 1, 2008	2.1 %
July 1, 2009	2.1 %

This base wage increase shall apply to all employees who are members of the bargaining unit.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by the institution on the eligibility date as specified below shall receive an incentive one-time payment if the unit's Memorandum of Agreement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$ 4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

LABOUR MARKET ADJUSTMENT

Each Agreement shall include a Letter of Agreement that provides for the employer and union to agree on a Support Staff Labour Market Adjustment Plan subject to the conditions set out in the Letter of Agreement. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

July 1, 2006	0.1 %
July 1, 2007	0.1 %
July 1, 2008	0.1 %
July 1, 2009	0.1 %

The Letter of Agreement on labour market adjustment shall be as set out in Appendix A.

FISCAL DIVIDEND

Each Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus as set out in Appendix B.

JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES ON SICK LEAVE OR DISABILITY

Each Agreement shall include a Letter of Agreement for a joint early intervention system for employees on sick leave or disability as set out in Appendix C.

STATUS OF TEMPLATE IN LOCAL BARGAINING

This template records the parties' agreement on all compensation matters in the collective bargaining settlements for each set of local parties except to the extent that local parties have compensation matters outstanding for the period prior to July 1, 2006.

The elements and language of this template will be included in the memorandum of agreement for each set of local parties.

Local parties may agree as part of their settlement that a portion of any one or more of the four annual base wage increases, up to a maximum of 0.25% of the bargaining unit's total base wage compensation in any one year, may be applied to local compensation matters. In that event the

percentage base wage increase for the year(s) in question shall be reduced by the percentage of compensation applied to local compensation matters. If by May 31, 2006 the local parties have not reached agreement on the matter of applying a portion of annual wage increase(s) to local compensation matters, then the wage increase provided for under “Base Wage Increase” above shall apply.

Note: NIC and CUPE, Local 3479 did not agree to set aside 0.25% to apply to local compensation matters. All funds eligible for compensation increases was applied to the wage scales.

APPENDIX A

LETTER OF AGREEMENT

Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
4. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specific in the Labour Market Adjustment Plan including:
 - i. Demonstrating that the issue is wage-related;
 - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
 - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;

- iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
 - viii. Identifying possible impacts on other public sector employers; and,
 - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.
- b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
5. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties bargaining of future collective agreements.

APPENDIX B

LETTER OF AGREEMENT Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.

- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.

1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2009 to March 31, 2010

1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

APPENDIX C

LETTER OF AGREEMENT

Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.

The undersigned parties agree to recommend this support staff template agreement to their respective principals for inclusion in their local bargaining settlements for their 2006-2010 collective agreements.

The "Template Agreement" was signed on May 9, 2006 by John Waters and David Shepherdson for the Employer, Henny Hanegraff for the BCGEU, and Ian McLean for the CUPE.