

MEMORANDUM OF AGREEMENT

between the

NORTH ISLAND COLLEGE
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3479
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF NORTH ISLAND COLLEGE, ACTING ON BEHALF OF NORTH ISLAND COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH ISLAND COLLEGE 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).

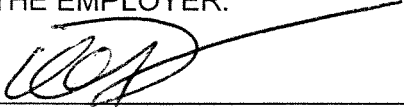
5. **Ratification**

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.

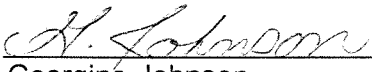
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 4 day of DECEMBER, 2012.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:




Lisa Domae




Georgina Johnson



Ken Crewe



Kathleen Kuhnert

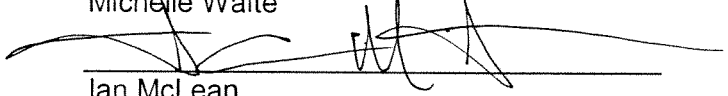


Alex Borthwick

BARGAINING REPRESENTATIVES FOR
THE UNION:

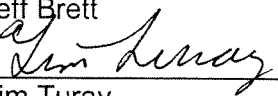


Michelle Waite



Ian McLean

Jeff Brett



Tim Turay



Zack Chang



APPENDIX "A"

GENERAL HOUSEKEEPING:

Table of Contents

Definitions

2.08	Time Off For Union Business
3.02	Exceptions
5.01	Employer and Union Shall Acquaint New Employee
9.01	Composition of the Board of Arbitration
10.02	Warnings
15.01	Definitions
15.03	Overtime Compensation
15.05	No Layoff to Compensate for Overtime
18.01	Sick Leave Entitlement
19.04	Career Development Fund
19.05	College Credit Courses and Evaluated Community Courses
22.00	Occupational Health & Safety
22.03	Unsafe Work Conditions
24.03	Outside Applications
24.08	Notification to Employee and Union
24.10	Application Procedures
24.10	Registrant Applying for Vacancies
26.03	Substitution Pay
27.01	Pensions
27.02	Employee Benefits
27.12	Eyeglass and Hearing Aid Coverage
29.05	Job Sharing
30.01	Human Resources Database
33.02	Mutually Agreed Changes
MOA	Red-Circling, Bumping and Recall Privileges
MOA	Review and Revision of the Joint Job Evaluation System
MOA	Compensation Template for Support Staff Bargaining
MOA	Compressed Work Week/Flexible Work Time
Appendix A	Labour Market Adjustment
Appendix B	Fiscal Dividend
Appendix C	Joint Early Intervention System
Appendix D	Employment Standards Act
Appendix E	Post-Secondary Employers' Association Registry

AMENDED ITEMS:

1.04	Human Rights Code
8.04	Settling of Grievances
8.08	Failure to Act Within Time Limits
13.04	Meal Periods
13.05	Rest Periods
14.05	Short Change Over
16.01	Rate of Pay
17.04	Pay Cheque in Advance of Vacation
20.02	Special Leave
20.03	Full-Time Union or Public Duties
20.07	General Leave
22.04	Video Display Terminals
Schedule A	Rates of Pay
LOU	New – Definition of Temporary and Casual Employees

26-03

AGREED-TO ITEM

HOUSEKEEPING CHANGES

The parties shall perform any and all "general housekeeping" required to the renewal collective agreement, at the time of preparing the legal documents for execution. The purpose of this "general housekeeping" is to ensure that amendments resulting from collective bargaining do not create ambiguities elsewhere in the renewal collective agreement, to correct and improve the language and grammar used, or to more accurately reflect the original intent of the parties, provided that any change resulting from this undertaking will not change original intent in any way, and each such change is specifically agreeable to both parties.

Without limiting the general nature of this undertaking, the following housekeeping changes shall be made at the time of preparing the legal documents for execution:

2.08 Time Off For Union Business

2nd para. Delete "...In any case a request for a leave will not be..."

b)ii) Add "... (Recognition of Union Stewards and Grievance Committee); and..."

3.02 Exceptions

Delete and Renumber Clauses

5.01 Employer and Union Shall Acquaint New Employee

Change references to "steward" to "Shop Steward".

10.02 Warnings

Add comma, "Whenever the Employer...deems it necessary to warn an employee, the Employer..."

15.01 Definitions

d) Add "... 'Double time rate' means two (2) times ~~the~~ straight rate."

15.03 Overtime Compensation

a) i) Add "time and one-half for ~~the~~ first four (4) overtime hours..."

a) iii) Add "double time for all hours work on a day of rest."

22.03 Unsafe Work Conditions

Change, "...pursuant to Section 3-24 **3.12** of the Occupational Health and Safety Regulations."

24.08 Notification to Employee and Union

Change "...recalls and termination **terminations** of employment."

26.03 Substitution Pay

Change, "...if being paid at the probationary **step one (1)** rate, shall receive..."

27.01 Pensions

- b) Change "Regular" to "**regular**".
Add comma after "...17.5 hours a week or greater, contribute..."

27.02 Employee Benefits

First para. Add commas "...at the current coverage level, or better, in effect on..."

29.05 Job Sharing

- f) Change "...working ~~days~~ **days**' notice..."

30.01 b) Change "...collective bargaining ~~relationships~~ **relationship** is ..."

- c) Change "...Relevant ~~Matters Include~~ **matters include**..."

33.02 Add "...Mutually Agreed **Upon (or To)** Changes..."

Appendix D Section 51(4)

Change "...additional leave the employees **employee** is entitled to..."

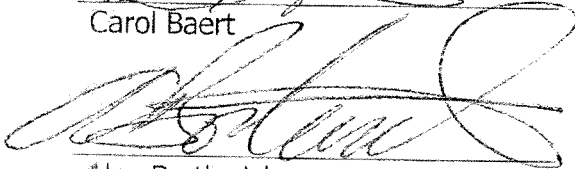
FOR THE EMPLOYER:



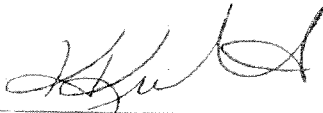
Jennifer Holden



Carol Baert



Alex Borthwick

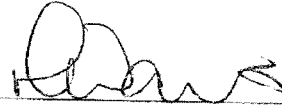


Kathleen Kuhnert



Lisa Domae

FOR THE UNION:



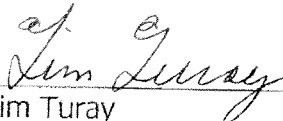
Michelle Waite



Carolyn Kirk-Albert



Jeff Brett



Tim Turay

Date: _____

cope491

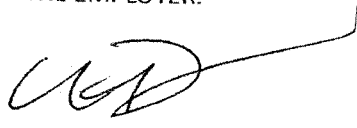
Agreed to Item

Definitions: P vii

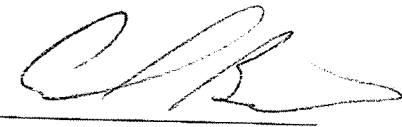
Amend

'Ministry' means "the Ministry responsible"

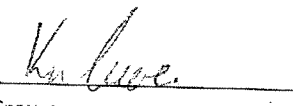
FOR THE EMPLOYER:



Lisa Domae



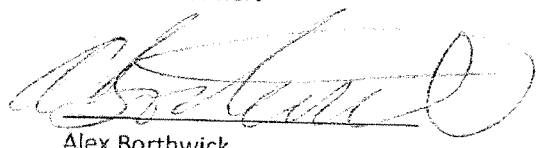
Carol Baert



Ken Crewe




Kathleen Kuhnert

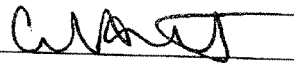


Alex Borthwick


FOR THE UNION:



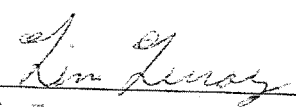
Michelle Waite



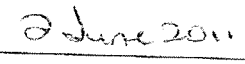
Carolyn Kirk Albert



Jeff Brett



Tim Turay




Date

Agreed to Item

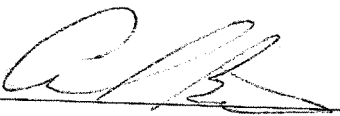
TABLE OF CONTENTS

Action: Update as required

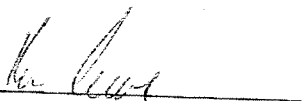
FOR THE EMPLOYER:



Lisa Domae



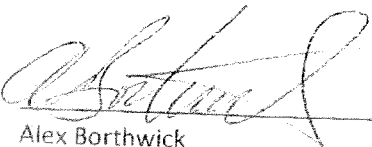
Carol Baert



Ken Crewe

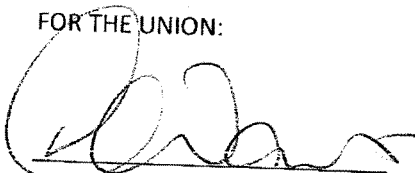


Kathleen Kuhnert

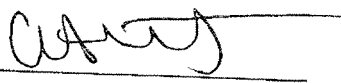


Alex Borthwick


FOR THE UNION:



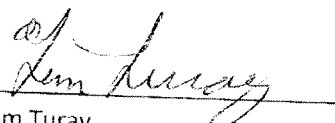
Michelle Waite



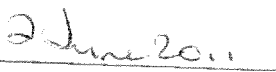
Carolyn Kirk Albert



Jeff Brett



Tim Turay



Date

Agreed to Withdraw

Article 1 –Preamble

New and amended

1.05 DEFINITION OF EMPLOYEES

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 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:

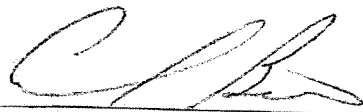
Article 11	Seniority
Article 12	Layoff and Recall (12.01 (b), (c), (d), (e), (g), and 12.02)
Article 17	Vacations (excluding % in lieu)
Article 18	Sick Leave (18.04, 18.08, 18.09, 18.10) <i>(See Article 18.01 for temporary employee sick leave entitlement)</i>
Article 20	Special and Other Leave (20.02, 20.03, 20.06) <i>(Temporary employees are entitled to all other clauses addressed in Article 20)</i>
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 1/2) hours per week, shall be paid an additional ~~five percent (5%)~~ **seven percent (7%)** in lieu of health and welfare benefits.

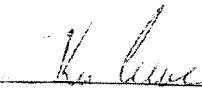
FOR THE EMPLOYER:



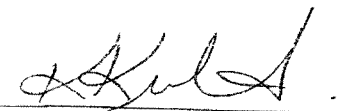
Lisa Domae



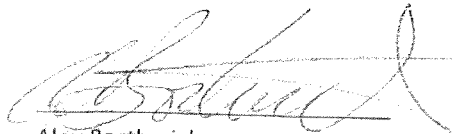
Carol Baert



Ken Crewe



Kathleen Kuhnert



Alex Borthwick

FOR THE UNION:



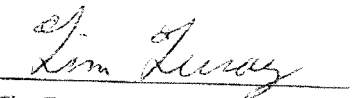
Michelle Waite



Carolyn Kirk Albert



Jeff Brett



Tim Turay



Date

Employer's Proposal

Agreed November 2, 2012

8.04 SETTLING OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

The aggrieved employee(s) shall submit the grievance to their steward. If the employee's steward is absent, they may submit the grievance to the Union. At each step of the Grievance procedure the grievor shall have the right to be present.

STEP 1

If the steward and/or the Union consider the grievance to be justified, the parties will first discuss the dispute with the employee's immediate supervisor. An employee who wishes to present grievance at STEP 1 of the grievance procedure must do so no later than twenty (20) working days after the date:

- a) on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

STEP 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under STEP 1, the Union will submit a written statement of the particulars of the grievance and the redress sought to next level of supervision above the grievor's immediate supervisor. The person to whom the grievance is submitted shall render their *written* decision within ~~five (5)~~ **ten (10)** working days after receipt of such notice.

STEP 3

Failing settlement being reached at STEP 2, the Union will submit the written grievance within twenty (20) working days *of receipt of the Employer's written response* to the College President who shall render a *written* decision within ten (10) working days following receipt of the grievance.

STEP 4

Failing a satisfactory settlement being reached in STEP 3, the Union may refer the dispute to binding arbitration within twenty (20) working days after receipt of the *written* decision of the President.

Words in italics were amendments previously tentatively agreed to in 2010 bargaining.

FOR THE EMPLOYER:

FOR THE UNION:

Lisa Domae

Michelle Waite

AGREED-TO ITEM

ARTICLE 8 – GRIEVANCES

Amended

8.04 SETTLING OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

The aggrieved employee(s) shall submit the grievance to their steward. If the employee's steward is absent, they may submit the grievance to the Union. At each step of the Grievance procedure the grievor shall have the right to be present.

STEP 1

If the steward and/or the Union consider the grievance to be justified, the parties will first discuss the dispute with the employee's immediate supervisor. An employee who wishes to present grievance at STEP 1 of the grievance procedure must do so no later than twenty (20) working days after the date:

- a) on which the employee was notified ~~orally or~~ in writing, of the action or circumstances giving rise to the grievance; or
- b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

STEP 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under STEP 1, the Union will submit a written statement of the particulars of the grievance and the redress sought to next level of supervision above the grievor's immediate supervisor. The person to whom the grievance is submitted shall render their **written** decision within five (5) working days after receipt of such notice.

STEP 3


Failing settlement being reached at STEP 2, the Union will submit the written grievance within twenty (20) working days **of receipt of the Employer's written response** to the College President who shall render

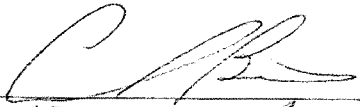
a **written** decision within ten (10) working days following receipt of the grievance.

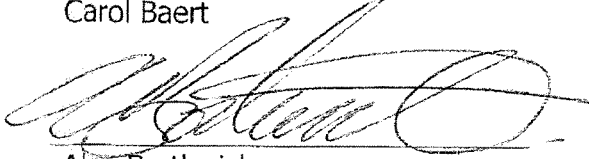
STEP 4

Failing a satisfactory settlement being reached in STEP 3, the Union may refer the dispute to binding arbitration within twenty (20) working days after receipt of the **written** decision of the President.

FOR THE EMPLOYER:


Jennifer Holden

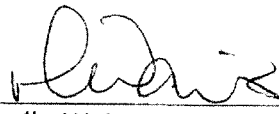

Carol Baert

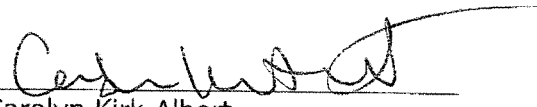

Alex Borthwick

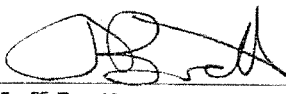

Kathleen Kuhnert

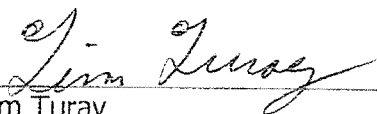

Lisa Domae

FOR THE UNION:


Michelle Waite


Carolyn Kirk-Albert


Jeff Brett


Tim Turay

Date:

Employer's Proposal

Agreed September 29, 2012

8.08 FAILURE TO ACT WITHIN TIME LIMITS

If the grievor, or the Union **or the Employer** fails to process a grievance to the next step in the grievance procedure **or if the Employer fails to respond** within the time limits specified in this Article, they shall not be deemed to have prejudiced their position in arbitration.

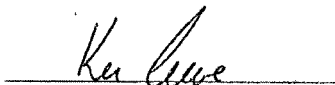
FOR THE EMPLOYER:



Lisa Domae



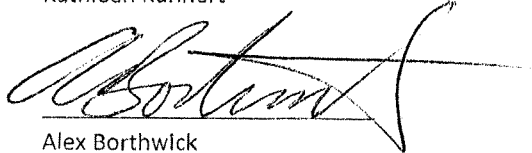
Georgina Johnson



Ken Crewe



Kathleen Kuhnert

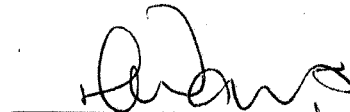


Alex Borthwick

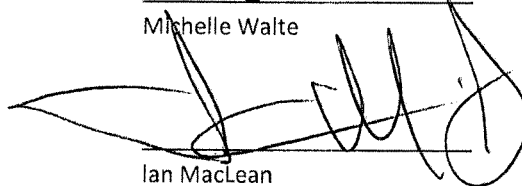
2 November 2012

Date

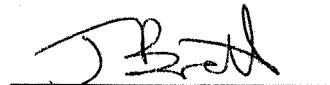
FOR THE UNION:



Michelle Walte

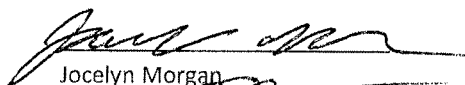


Ian MacLean

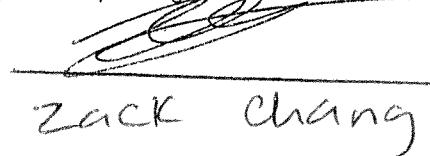


Jeff Brett

Tim Turay



Jocelyn Morgan



Zack Chang

Agreed to Item

Article 9-01 Composition of the Board of Arbitration

Amend

ARTICLE 9 – ARBITRATION

9.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement.

An arbitrator shall be selected by the parties in order of rotation from the following list.

Chris Sullivan
Stan Lanyon
John Kenzie
David McPhillips

If either party wishes a grievance to be heard by a three (3) person Arbitration Board rather than a single Arbitrator, they shall notify the other party at the time they indicate a grievance is proceeding to arbitration. Within five (5) days thereafter, both parties shall answer by registered mail indicating the name and address of its appointee to the Board. The impartial chairperson shall be selected by the parties from the above list in rotational order.

FOR THE EMPLOYER:



Lisa Domae



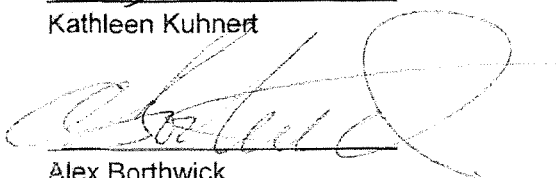
Carol Baert



Ken Crewe



Kathleen Kuhnert



Alex Borthwick

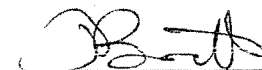
FOR THE UNION:



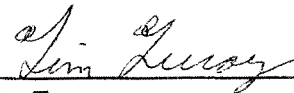
Michelle Waite



Carolyn Kirk Albert



Jeff Brett



Tim Turay



Date

2010 Negotiations-Agreed to Items
CUPE Local 3479 and North Island College

Agreed to Item

Article 17 Vacations

Delete

Article 17.04- Pay Cheques – In Advance of Vacation

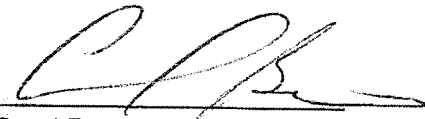
"Employees may, upon giving thirty (30) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques or deposits which would normally fall during the period of their vacation."

Rationale for Deletion: This article was negotiated into the agreement when employees received their pay cheque manually delivered to their desk or work areas, every other week. Concerns were acknowledged that people could not access their paper cheques while on leave or vacation. Employees now receive their wages through direct deposit and can access their pay through the various banking systems.

FOR THE EMPLOYER:



Lisa Domae



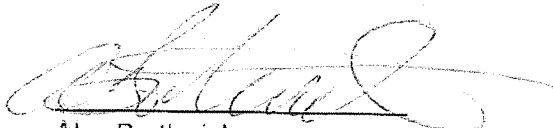
Carol Baert



Ken Crewe



Kathleen Kuhnert

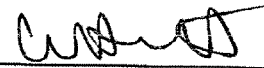


Alex Borthwick

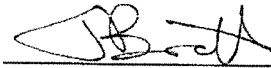
FOR THE UNION:



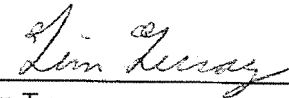
Michelle Waite



Carolyn Kirk Albert



Jeff Brett



Tim Turay

2 June 2011

Date

AGREED-TO ITEM

ARTICLE 18 – SICK LEAVE

18.01 SICK LEAVE ENTITLEMENT

Housekeeping

A regular full-time employee shall earn sick leave credits at the rate of one and a half (1 1/2) days for each month of service. Sick leave shall accumulate to a maximum of one hundred and twenty (120) days.

A regular part-time employee working at least an average of seventeen and one-half (17 1/2) hours per week shall be entitled to sick leave credits **equivalent to one and one-half (1 1/2) days per month** on a pro rata basis.

Regular part-time employees working less than an average of seventeen and one-half (17 1/2) hours per week shall be entitled to earn sick leave credits equivalent to one and one-half (1 1/2) days per month on a pro rata basis.


Employees on the following leaves of absence shall not accumulate sick leave credits:

- i) general leave of absence in excess of one (1) month;
- ii) deferred salary leave;
- iii) full-time Union and public duties.

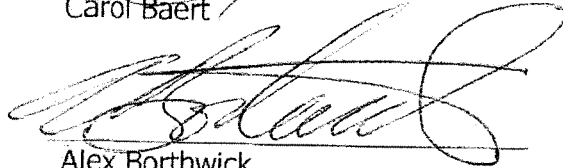
Temporary employees working seventeen and one-half (17 1/2) or more hours per week shall accumulate sick leave credits at the rate of one (1) day for each month of service, not to accumulate beyond the employee's temporary contract.

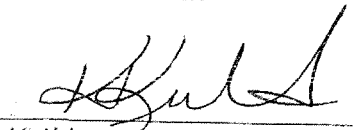
Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit


FOR THE EMPLOYER:


Jennifer Holden

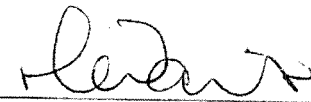

Carol Baert

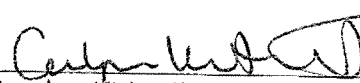

Alex Borthwick



Kathleen Kuhnert

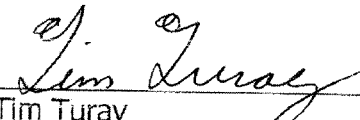

Lisa Domae

FOR THE UNION:


Michelle Waite


Carolyn Kirk-Albert


Jeff Brett


Tim Turay

Date:

AGREED-TO ITEM

ARTICLE 19 – CAREER DEVELOPMENT, EDUCATION AND TRAINING

Housekeeping

19.04 CAREER DEVELOPMENT FUND

The Employer and the Union shall establish a jointly administered Career Development Fund that shall be maintained at **six thousand dollars (\$6,000)** annually.

On April 1st of each year, **six thousand dollars (\$6,000)** shall be placed in that fund, paid eighty percent (80%) by the Employer and twenty percent (20%) by the Union. Funds remaining at the end of the year shall be carried forward to the following year. A joint committee shall be established to administer the fund and approve requests for career development. The committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union.

Guidelines for the administration of the Career Development Fund will be developed by the joint committee and approved by North Island College and CUPE, Local 3479.

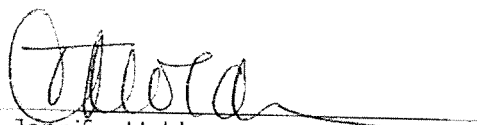
Activities that relate to a private business, a retirement plan, or personal interests and hobbies are not eligible for career development funds.


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 this Article. The application form will provide instructions to employees that are clear in this regard.

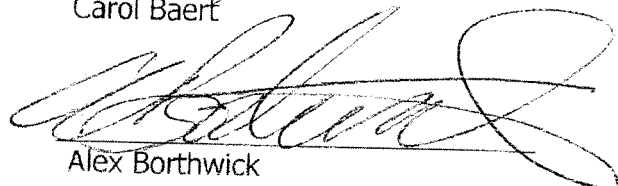
Decisions of the joint committee are subject to:

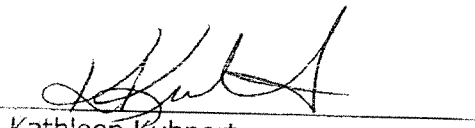
- a) reconsideration by the joint committee, and
- b) appeal to the Labour Management Committee.


FOR THE EMPLOYER:


Jennifer Holden

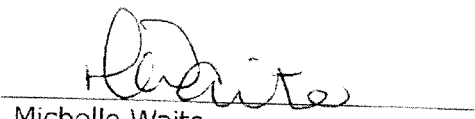

Carol Baert



Alex Borthwick



Kathleen Kuhnert

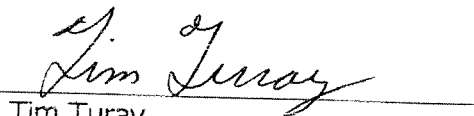

Lisa Domae

FOR THE UNION:


Michelle Waite


Carolyn Kirk-Albert


Jeff Brett


Tim Turay

Date: _____

Employers' Response to CUPE Local 3479 proposal:

November 2, 2012

ARTICLE 19 – CAREER DEVELOPMENT, EDUCATION AND TRAINING

HOUSEKEEPING

19.05 COLLEGE CREDIT COURSES AND EVALUATED COMMUNITY CONTINUING EDUCATION COURSES

The Employer supports the concept of employee career development and will waive registration tuition fees for college credit and evaluated community continuing education courses to be taken by an employee. An evaluated continuing education course is a course where the student writes an exam at the end or where a student has to complete assignments in order to earn a certificate. Regular employees will be eligible under the following circumstances:

- a) the employee has obtained the approval of their immediate supervisor prior to taking the course if it occurs during the employee's regular working hours, and such approval shall not be unreasonably denied; and
- b) in cost-recovery Community Continuing Education and credit courses, providing the minimum enrolment for fee payers is met.

Under this article, tuition fees will only be waived for a maximum of ~~three (3) units~~ **six (6) credits** or equivalent per year as established by the College Tuition Fee By-law.

An employee who intends to take a college credit course where tuition waiver does not apply may make application for career development funds.

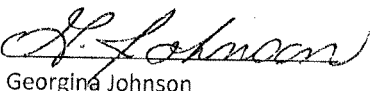
Employees shall submit proof of successful completion to Human Resources for their personnel files.

The parties agree to establish a Prior Learning Assessment Fund to be administered by the Career Development Fund Joint Committee as per Article **Clause** 19.04. On April 1st of each year, the Employer shall deposit **two thousand dollars** (\$2,000) in the PLA Fund. Any unused funds shall be transferred to the Career Development Fund annually.

FOR THE EMPLOYER:



Lisa Domae

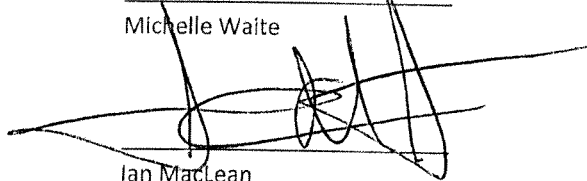


Georgina Johnson

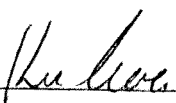
FOR THE UNION:

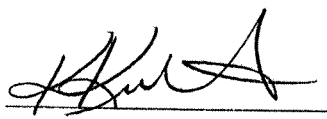


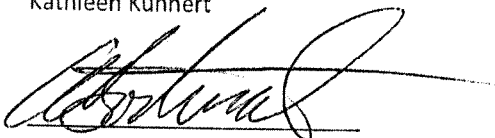
Michelle Waite



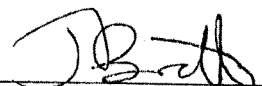
Ian MacLean

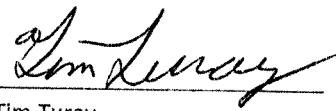

Ken Crewe

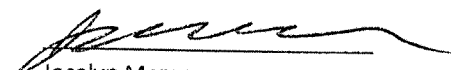

Kathleen Kuhnert

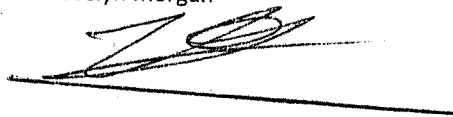

Alex Borthwick

2 NOVEMBER, 2012
Date


Jeff Brett


Tim Turay


Jocelyn Morgan


Zack Chang

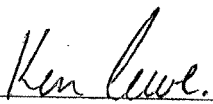
AGREED-TO ITEM

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

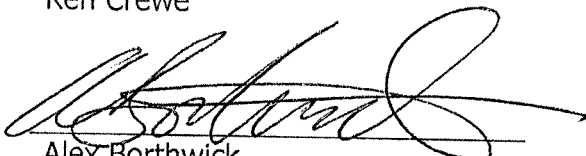
HOUSEKEEPING

Review language and update as necessary to reflect fact that the WCB is now known as WorkSafeBC.

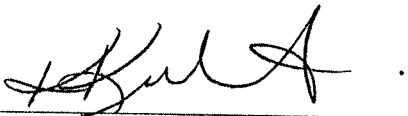
FOR THE EMPLOYER:



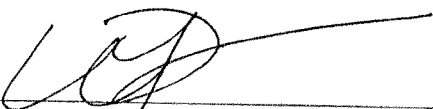
Ken Crewe



Alex Borthwick



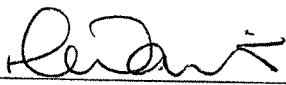
Kathleen Kuhnert



Lisa Domae

Nov 2, 2012
Date:


FOR THE UNION:



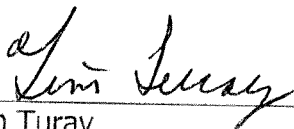
Michelle Waite



Zack Chang



Jeff Brett



Tim Turay

Employers' Amended proposal:

Amended through discussion on September 29, 2012.

22.04 VIDEO DISPLAY TERMINALS COMPUTER WORK STATIONS

- a) ~~Employees will be given an opportunity for a change of work activity not involving a video display terminal after one (1) hour of continuous operation.~~
- b) ~~A pregnant employee who believes working with a VDT that uses a cathode ray tube may be harmful, may request work reassignment. Such request shall not be unreasonably denied.~~
- c) ~~Where possible, and when purchasing new equipment, the Employer agrees to take every reasonable step to ensure that computer workstations conform to current safety and ergonomic standards. The Employer agrees to take every reasonable step to ensure that all computer workstations have adjustable keyboards and screens, to minimize lighting glare, and to arrange for annual tests for radiation or harmful emissions.~~

The Employer will adhere to the safety and ergonomic standards as specified by Worksafe BC.

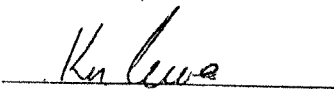
FOR THE EMPLOYER:



Lisa Domae



Georgina Johnson



Ken Crewe




Kathleen Kuhnert



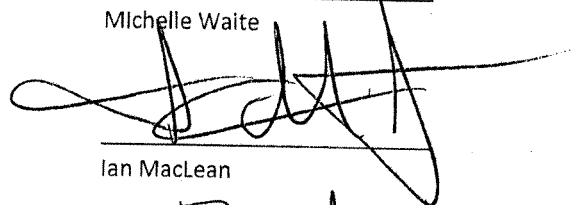
Alex Borthwick

Date

FOR THE UNION:



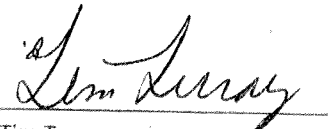
Michelle Waite



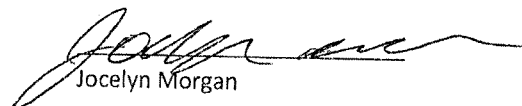
Ian MacLean



Jeff Brett



Tim Turay



Jocelyn Morgan




Zack Chang

AGREED-TO ITEM

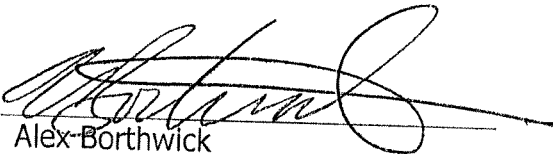
ARTICLE 24 – PROMOTIONS AND STAFF CHANGES

- 24.03 e) The seniority of regular and sessional employees takes precedence over the seniority **hours of service** of temporary employees.

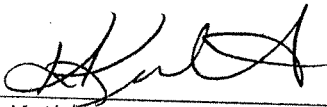
FOR THE EMPLOYER:




Ken Crewe



Alex Borthwick



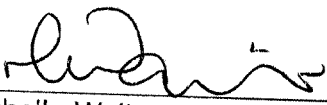
Kathleen Kuhnert



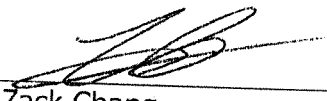
Lisa Domae

Nov 2, 2012
Date:

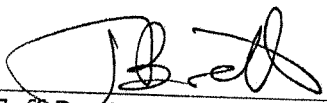
FOR THE UNION:



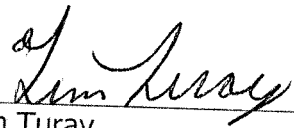
Michelle Waite



Zack Chang



Jeff Brett



Tim Turay

Agreed to Item

Union Discussion Item:

Article 27 – EMPLOYEE BENEFITS

The Union requested that the Employer provide Local 3479 and CUPE National Representative with copies of the September 1, 1991 benefit carrier agreements. The Union was informed and acknowledges that the College cannot locate a copy of the 1991 carrier agreements. The oldest available benefits carrier documents, circa 1994, were provided to Union on October 4, 2011, and the Union acknowledges that they have received a copy of these documents. The Parties agree that the provision of the 1994 documents concludes discussion on this matter.


FOR THE EMPLOYER:



Lisa Domae



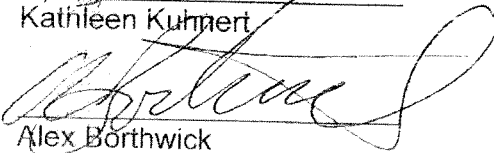
Carol Baert



Ken Crewe




Kathleen Kuhnert




Alex Borthwick

FOR THE UNION:




Michelle Waite

Ian McLean



Zach Chang



Tim Turay

Ross Idler

5 October 2011
Date


AGREED-TO ITEM

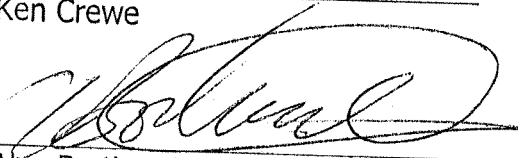
ARTICLE 29 – GENERAL CONDITIONS

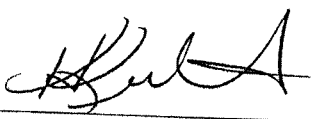
29.05 JOB SHARING


- l) Article 24.05 **24.06** Trial Period shall apply.

FOR THE EMPLOYER:


Ken Crewe


Alex Borthwick

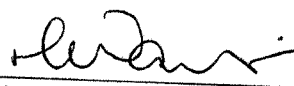

Kathleen Kuhnert

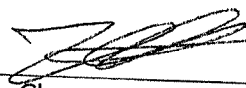

Lisa Domae

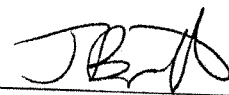
Nov 2, 2012
Date:

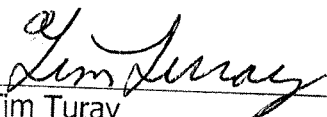
Cope491

FOR THE UNION:


Michelle Waite


Zack Chang


Jeff Brett


Tim Turay

AGREED TO ITEM

AGREED TO DELETE APPENDIX A: LABOUR MARKET ADJUSTMENT – LETTER OF AGREEMENT

APPENDIX A:

Labour Market Adjustment

LETTER OF AGREEMENT

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:

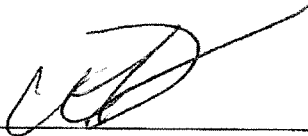
1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer 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:
 - a) 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.

AGREED TO ITEM

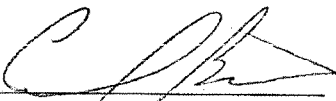
AGREED TO DELETE APPENDIX A: LABOUR MARKET ADJUSTMENT – LETTER OF AGREEMENT

- b) The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
4. 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.

FOR THE EMPLOYER:



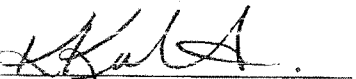
Lisa Domae



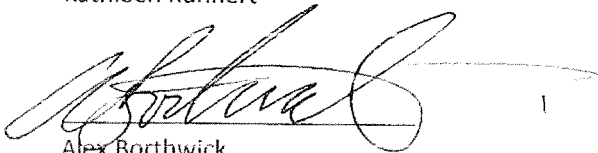
Carol Baert



Ken Crewe

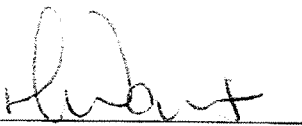


Kathleen Kuhnert

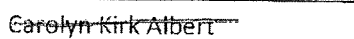


Alex Borthwick

FOR THE UNION:



Michelle Waite



Carolyn Kirk Albert



Jeff Brett



Tim Turay

BACK CHANGE

30th 2011

Date

Agreed to Item

Appendix B – Fiscal Dividend

DELETE

APPENDIX B:

Fiscal Dividend
LETTER OF AGREEMENT

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 2009-2010.

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.
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.
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

"OUR WORK COUNTS"

Agreed to Item

Appendix B – Fiscal Dividend

DELETE

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.

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.

FOR THE EMPLOYER:



Lisa Domae



Carol Baert



Ken Crewe



Kathleen Kuhnert

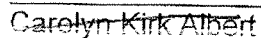


Alex Borthwick

FOR THE UNION:



Michelle Waite



Carolyn Kirk Albert



Jeff Brett



Tim Turay *30th CHAIR*

30th 2011

Date

AGREED TO ITEM

**AGREED TO ~~DELETE: APPENDIX C~~ – JOINT EARLY INTERVENTION FOR EMPLOYEES ON SICK LEAVE OR
DISABILITY – LETTER OF AGREEMENT**

APPENDIX C:

Joint Early Intervention System for Employees on Sick Leave or Disability

LETTER OF AGREEMENT

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 (4) members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four (4) members appointed by PSEA on behalf of the eleven (11) 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.

2010 Negotiations-Agreed to Items
CUPE Local 3479 and North Island College

AGREED TO ITEM

**AGREED TO DELETE: APPENDIX C – JOINT EARLY INTERVENTION FOR EMPLOYEES ON SICK LEAVE OR
DISABILITY – LETTER OF AGREEMENT**

FOR THE EMPLOYER:



Lisa Domae



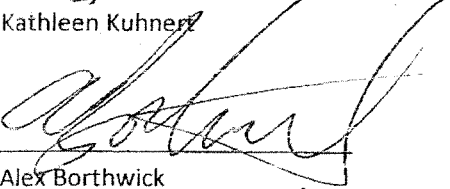
Carol Baert



Ken Crewe



Kathleen Kuhnert

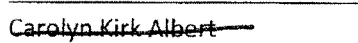


Alex Borthwick

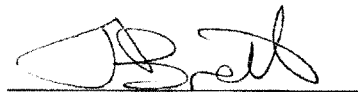
FOR THE UNION:



Michelle Waite



~~Carolyn Kirk Albert~~

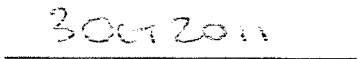


Jeff Brett



Tim Turay

ZACK CHANG



Date

Agreed to Item

Appendix D

Delete

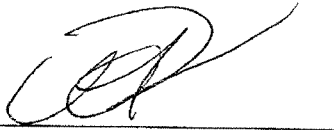
(Reference to the Employment Standards Act is already contained within the Collective Agreement and the provisions within the current Act are applied).

Update Language

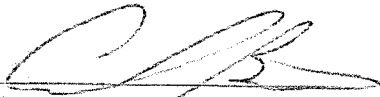
Employment Standards Act- Pregnancy Leave, Parental Leave and Duties of the Employer

ACTION: Check that this Appendix continues to be up-to-date and corresponds with the Employment Standards Act. Make any changes to correspond with the Act.

FOR THE EMPLOYER:



Lisa Domae



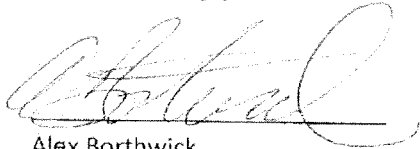
Carol Baert



Ken Crewe



Kathleen Kuhnert



Alex Borthwick

FOR THE UNION:



Michelle Waite



Carolyn Kirk Albert



Jeff Brett



Tim Turay



Date

Agreed to Item

Maintain

APPENDIX E: Post Secondary Employers' Association Registry Form 001

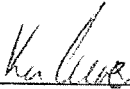
FOR THE EMPLOYER:



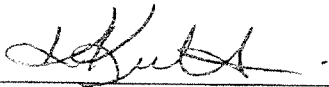
Lisa Domae



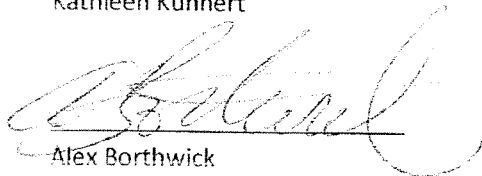
Carol Baert



Ken Crewe



Kathleen Kuhnert



Alex Borthwick

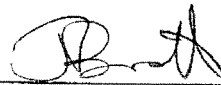
FOR THE UNION:



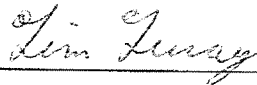
Michelle Waite



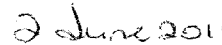
Carolyn Kirk Albert



Jeff Brett



Tim Turay



Date

AGREED-TO ITEM


DELETE THE FOLLOWING

MEMORANDUM OF AGREEMENT

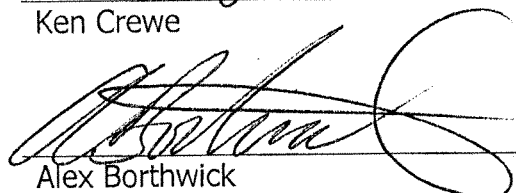
between
North Island College
and the
Canadian Union of Public Employees, Local 3479

RE: COMPENSATION TEMPLATE FOR SUPPORT STAFF BARGAINING

FOR THE EMPLOYER:



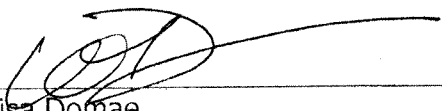
Ken Crewe



Alex Borthwick



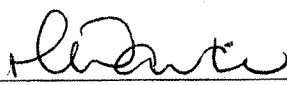
Kathleen Kuhnert



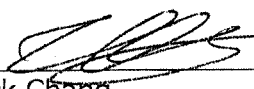
Lisa Dornae

Nov 2, 2012
Date:
Cope491

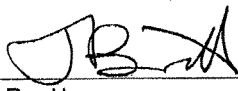
FOR THE UNION:



Michelle Waite



Zack Chang



Jeff Brett



Tim Turay

AGREED-TO ITEM

DELETE THE FOLLOWING:

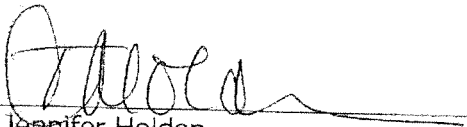
MEMORANDUM OF AGREEMENT

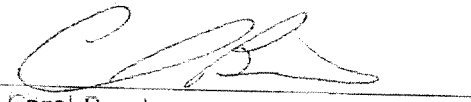
between
North Island College
and the
Canadian Union of Public Employees, Local 3479

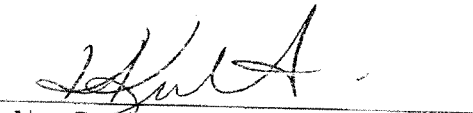
Subject: Review and Revision of the Joint Job Evaluation Plan

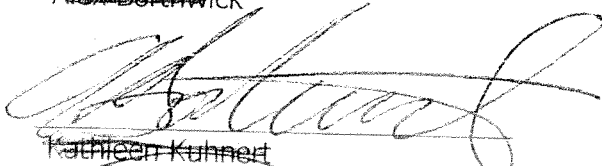
North Island College and the Canadian Union of Public Employees, Local 3479 agree to a joint review and revision of the Joint Job Evaluation Plan. The joint review will commence in the fall of 2006.


FOR THE EMPLOYER:


Jennifer Holden


Carol Baert


Alex Borthwick

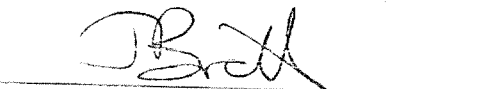

Kathleen Kuhnert


Lisa Domae

FOR THE UNION:


Michelle Waite


Carolyn Kirk-Albert


Jeff Brett


Tim Turay

Date:

cupe491

2010 Negotiations-Agreed to Items
CUPE Local 3479 and North Island College

AGREED TO ITEM

AGREED TO DELETE Memorandum of Agreement : Compressed Work Week/Flexible Work Time

MEMORANDUM OF AGREEMENT

between

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: Oct 5, 2011

For the Employer:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

For the Union:

[Signature]

[Signature]

[Signature]

"OUR WORK COUNTS"

AGREED-TO ITEM

MEMORANDUM OF AGREEMENT

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

*Re-writer
E. R. S. J. J.
C. J. J. J.*

Subject: Red-Circling, Bumping and Recall Privileges

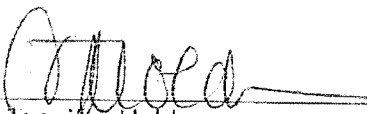
For the purpose of clarifying the terminology and process, the Employer and the Union agree to the following definition of "red-circling" and its effect on support staff in a layoff situation:


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.

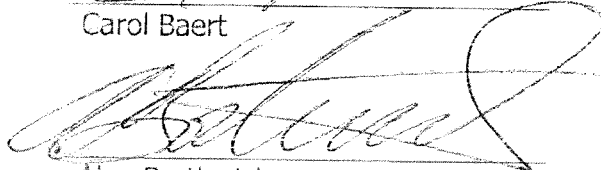
Further, it is agreed that in a layoff situation, the incumbent will maintain the bumping and recall privileges of the higher (red-circled) grade level.

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.


FOR THE EMPLOYER:


Jennifer Holden



Carol Baert

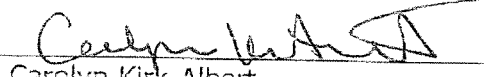

Alex Borthwick



Kathleen Kuhnert

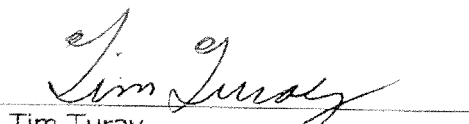

Lisa Domae

FOR THE UNION:


Michelle Waite


Carolyn Kirk-Albert


Jeff Brett


Tim Turay

Date:

COPE491

Employer's Proposal

Agreed November 2, 2012

8.04 SETTLING OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

The aggrieved employee(s) shall submit the grievance to their steward. If the employee's steward is absent, they may submit the grievance to the Union. At each step of the Grievance procedure the grievor shall have the right to be present.

STEP 1

If the steward and/or the Union consider the grievance to be justified, the parties will first discuss the dispute with the employee's immediate supervisor. An employee who wishes to present grievance at STEP 1 of the grievance procedure must do so no later than twenty (20) working days after the date:

- a) on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

STEP 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under STEP 1, the Union will submit a written statement of the particulars of the grievance and the redress sought to next level of supervision above the grievor's immediate supervisor. The person to whom the grievance is submitted shall render their *written* decision within ~~five (5)~~ **ten (10)** working days after receipt of such notice.

STEP 3

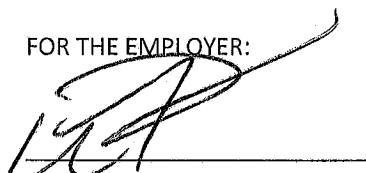
Failing settlement being reached at STEP 2, the Union will submit the written grievance within twenty (20) working days *of receipt of the Employer's written response* to the College President who shall render a *written* decision within ten (10) working days following receipt of the grievance.

STEP 4

Failing a satisfactory settlement being reached in STEP 3, the Union may refer the dispute to binding arbitration within twenty (20) working days after receipt of the *written* decision of the President.

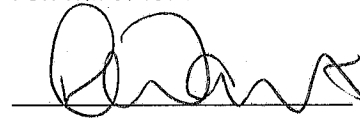
Words in italics were amendments previously tentatively agreed to in 2010 bargaining.

FOR THE EMPLOYER:



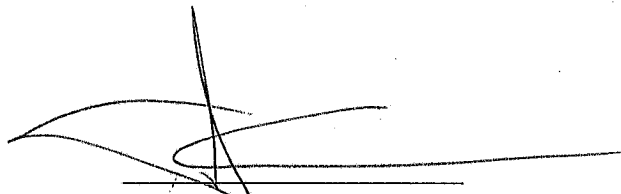
Lisa Domae


FOR THE UNION:

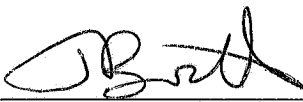



Michelle Waite

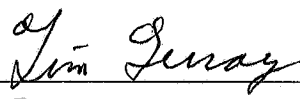

Georgina Johnson

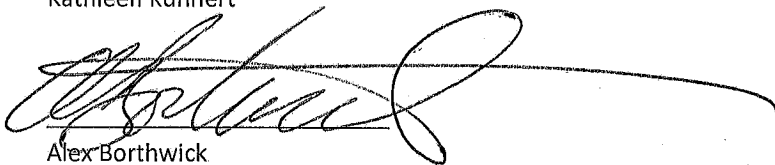

Ian McLean



Ken Crewe

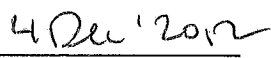

Jeff Brett


Kathleen Kuhnert


Tim Turay


Alex Borthwick


~~Jocelyn Morgan~~
ZACK CHANG


Date

December 4, 2012

AGREED -TO-ITEM

ARTICLE 1.04 – HUMAN RIGHTS CODE

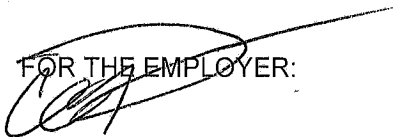
AMEND:

1.04 Human Rights Code

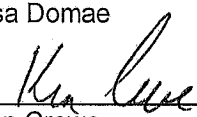
The parties hereto subscribe to the principles of the Human Rights Code of British Columbia Act and agree to uphold these principles, **including the duty to accommodate.**

Agreed:

FOR THE EMPLOYER:



Lisa Domae



Ken Crewe

Kathleen Kuhnert

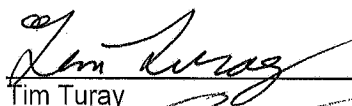
Alex Borthwick

FOR THE UNION:

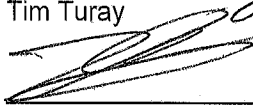


Michelle Waite

Jeff Brett



Tim Turay



Zack Chang

4 Dec 2012

Employer's Proposal

Agreed November 2, 2012

13.04 MEAL PERIODS

An unpaid meal period shall be provided to an employee whose daily hours of work are equal to or greater than five (5) hours in duration.

a) Meal periods shall be one (1) hour unless mutually agreed otherwise. Meal periods shall be scheduled as close as possible to the middle of the work day or shift, or at some other mutually agreed time.

b) An employee shall be entitled to take the meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for at the applicable overtime rate, or straight time rate for those employees that have a shift length less than seven (7) hours, providing such time is authorized, or can be shown to have been unavoidable.

FOR THE EMPLOYER:



Lisa Domae



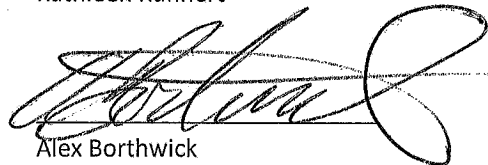
Georgina Johnson



Ken Crewe



Kathleen Kuhnert



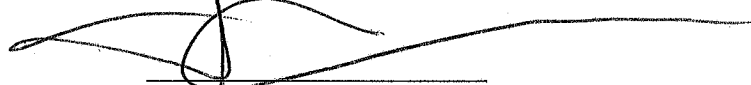
Alex Borthwick

Date

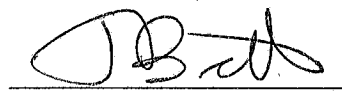
FOR THE UNION:



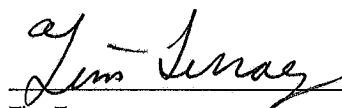
Michelle Waite



Ian McLean



Jeff Brett



Tim Turay



Jocelyn Morgan

ZACK CHANG

Employer's Proposal

Agreed November 2, 2012

13.05 REST PERIODS

a) An employee whose daily hours of work are equal to or greater than six (6) hours shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period, or at some other mutually agreed time, in an area made available by the Employer.

b) An employee whose daily hours of work are equal to or greater than three and one-half (3.5) hours but less than six (6) hours shall be permitted a single fifteen (15) minute paid rest period at a mutually agreed time, in an area made available by the Employer.

c) An employee whose daily hours of work are less than three and one-half (3.5) hours are not eligible for paid rest periods.

FOR THE EMPLOYER:



Lisa Domae



Georgina Johnson



Ken Crewe

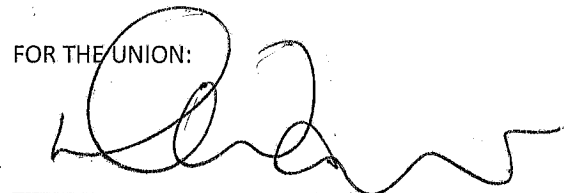


Kathleen Kuhnert

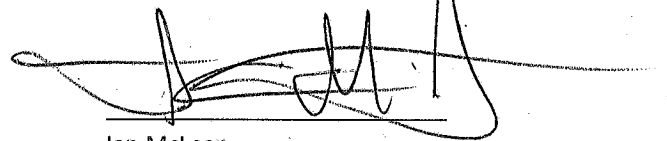
Alex Borthwick

Date

FOR THE UNION:

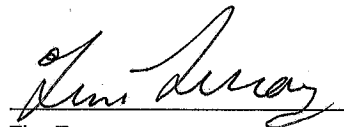


Michelle Waite

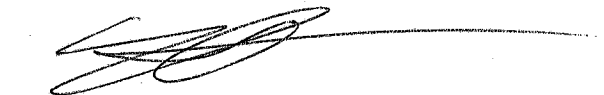


Ian McLean

Jeff Brett



Tim Turay



Jocelyn Morgan

ZACK CHANG

Agreed to Item

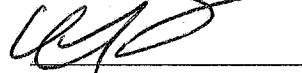
Agreed to Amend

14.05 SHORT CHANGE OVER

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. **This provision shall not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.**

This Article shall not apply to employees sharing evening work in the Centres/Campuses. Hours of evening work may vary in start time and end time, depending on the arrangements mutually agreed to by the supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.

FOR THE EMPLOYER:



Lisa Domae



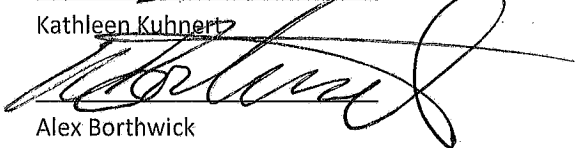
Georgina Johnson



Ken Crewe



Kathleen Kuhnert

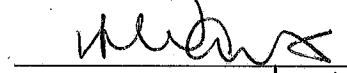


Alex Borthwick

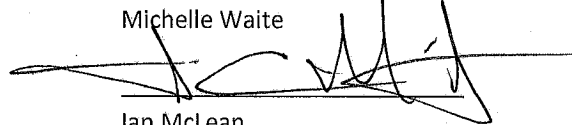
4 Dec 2012

Date

FOR THE UNION:



Michelle Waite




Ian McLean

Jeff Brett



Tim Turay



Jocelyn Morgan

BACK CHANG

Employer's Proposal

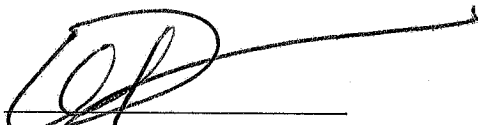
Agreed November 2, 2012

15.05 No Layoff to Compensate for Overtime

Use of the word "lay off" may be confusing given that layoff is defined in the Layoff and Recall Article. Suggest changing to :

"Employees shall not be required to ~~layoff during regular hours~~ **accept a reduction in their regularly scheduled** hours to equalize any overtime worked.


FOR THE EMPLOYER:



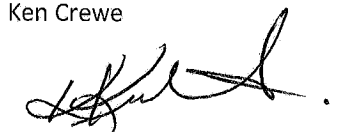
Lisa Domae



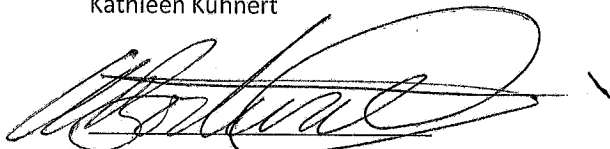
Georgina Johnson



Ken Crewe




Kathleen Kuhnert



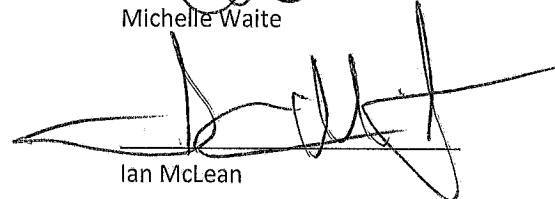
Alex Borthwick

4 Dec 2012
Date

FOR THE UNION:

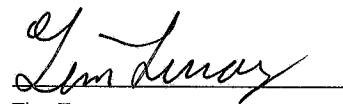


Michelle Waite



Ian McLean

Jeff Brett



Tim Turay



Jocelyn Morgan
ZACK CHANG

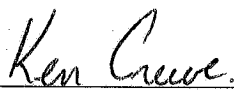
AGREED-TO ITEM

HOUSEKEEPING CHANGES

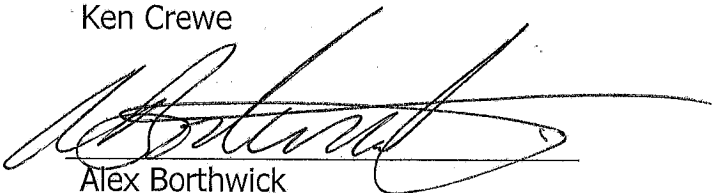
NEW

16.01 Add "**Family Day**" to General Holidays

FOR THE EMPLOYER:




Ken Crewe



Alex Borthwick



Kathleen Kuhnert




Lisa Domae

FOR THE UNION:

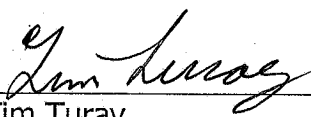


Michelle Waite



Zack Chang

Jeff Brett



Tim Turay

Date: Dec 4, 2012

December 4, 2012

AGREED -TO-ITEM

ARTICLE 16 – GENERAL HOLIDAYS

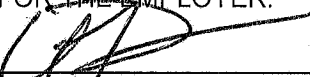
AMEND:

16.04 PAY IN LIEU FOR TEMPORARY EMPLOYMENT


Temporary employees and regular employees working additional temporary hours shall be paid **4.62%** of salary on each pay cheque in lieu of general holidays.

Agreed:

FOR THE EMPLOYER:



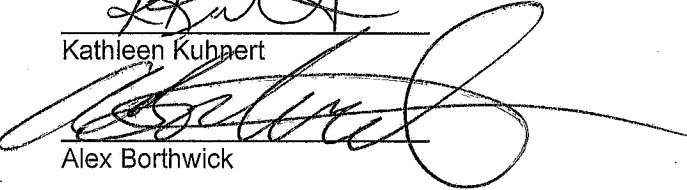
Lisa Domae



Ken Crewe

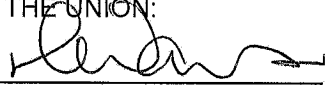


Kathleen Kuhnert



Alex Borthwick

FOR THE UNION:

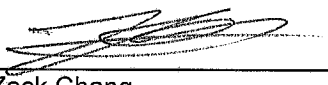


Michelle Waite

Jeff Brett



Tim Turay



Zack Chang

4 Dec 2012

Agreed to Item

Agreed to Amend

Housekeeping


20.02 SPECIAL LEAVE


An employee not on leave of absence without pay shall be entitled to apply for one (1) day of special leave at the employee's regular rate of pay for the following reasons:


- a) Marriage of the employee
- b) Attend wedding of the employee's child
- c) Serious household or domestic emergency
- d) Moving household furniture and effects
- e) Attend the employee's formal hearing to become a Canadian citizen
- f) Attend funeral as pallbearer or mourner
- g) Religious holidays observed by the employee.

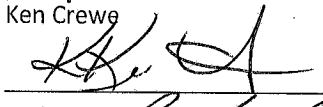
Requests for such leave(s) **special leave** shall not be unreasonably denied and shall not exceed a total of three (3) days leave for all causes in any one (1) calendar year. **An employee shall not exceed a total of three (3) days special leave for all causes in any one (1) calendar year.**

FOR THE EMPLOYER:


Lisa Domae


Georgina Johnson


Ken Crewe



Kathleen Kuhnert


Alex Borthwick



Date

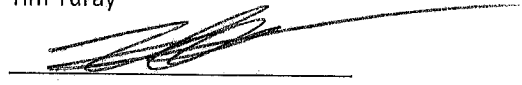
FOR THE UNION:


Michelle Waite


Ian McLean


Jeff Brett


Tim Turay


Jocelyn Morgan

ZACK CHANG

Employer's Proposal

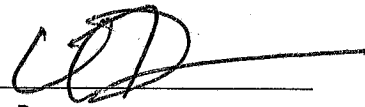
Agreed November 2, 2012

20.03 FULL-TIME UNION OR PUBLIC DUTIES


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

- a) for employees to seek election in a Municipal, Provincial or Federal election
- b) for employees selected for full-time position with the Union or any body to which the Union is affiliated for a period of **up to and including** one (1) year. Such leave may be renewed each year, on request, during his **or her** term in office. Such employees shall receive pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.


FOR THE EMPLOYER:



Lisa Domae



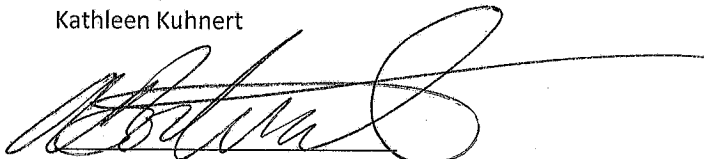
Georgina Johnson




Ken Crewe



Kathleen Kuhnert




Alex Borthwick

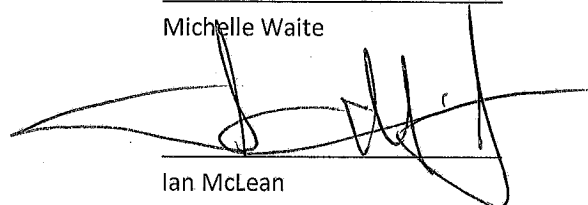


Date

FOR THE UNION:

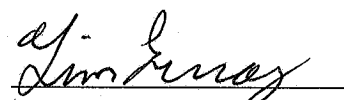


Michelle Waite

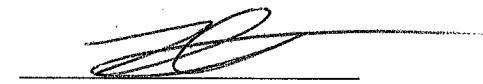


Ian McLean

Jeff Brett



Tim Turay



~~Jocelyn Morgan~~
ZACK CHANG

Agreed to Item

Agree to Amend:

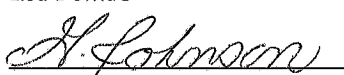
20.07 GENERAL LEAVE

Notwithstanding any provision for leave in the Agreement, the Employer may grant leave of absence without pay to any employee requesting such leave for good and sufficient reason. Such requests are to be in writing and approved by the appropriate administrator and submitted thirty (30) calendar days prior to the leave commencement date to the appropriate administrator for approval prior to the leave being taken. In the event that circumstances do not allow for the provision of a thirty (30) calendar days advance written application for unpaid leave, the Employee is still required to contact his/her supervisor and receive approval to take leave of absence without pay.

Employees on extended leave without pay are required to notify the College of their intention to resume their regular employment at least thirty (30) calendar days in advance of the pre-determined recommencement date.

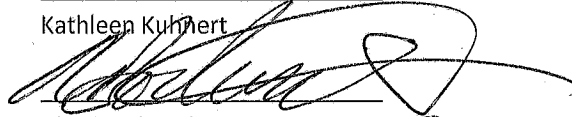
FOR THE EMPLOYER:


Lisa Domae


Georgina Johnson


Ken Crewe


Kathleen Kuhnert


Alex Borthwick

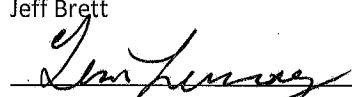

Date

FOR THE UNION:


Michelle Waite


Ian McLean


Jeff Brett


Tim Turay


Jocelyn Morgan

ZACK CHANG

AGREED-TO ITEM

ARTICLE 27 – EMPLOYEE BENEFITS


27.02 EMPLOYEE BENEFITS

c) The following improvements were implemented on June 1, 2002:

EXTENDED HEALTH BENEFITS

- i) Total lifetime coverage level will be unlimited.
- ii) Hearing aid benefit claims will be to a maximum of six hundred dollars (\$600.00) every five (5) years.
- iii) Vision care benefit claims, **including eye glasses and laser eye surgery**, will be to a maximum of **two hundred and fifty dollars (\$250.00)** every two (2) years.

FOR THE EMPLOYER:

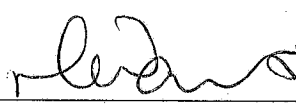

Ken Crewe


Alex Borthwick



Kathleen Kuhnert


Lisa Domae

FOR THE UNION:


Michelle Waite


Zack Chang


Jeff Brett


Tim Turay

Date:

Dec 4, 2012.

Cope491

AGREED-TO ITEM


ARTICLE 27 – EMPLOYEE BENEFITS

Housekeeping

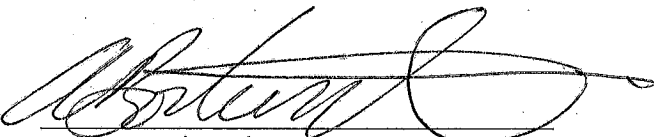
27.12 EYEGLOSS VISION CARE AND HEARING AID COVERAGE

Extended health care coverage pursuant to Article 27.02 (b) shall include eye care option at the benefit level of **two hundred and fifty dollars (\$250.00)** per family member per twenty-four (24) month period, and hearing aid coverage to a maximum of **six hundred dollars (\$600.00)** every five (5) years.

FOR THE EMPLOYER:




Ken Crewe



Alex Borthwick

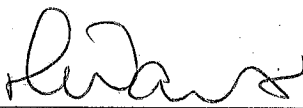


Kathleen Kuhnert



Lisa Domae

FOR THE UNION:



Michelle Waite



Zack Chang

Jeff Brett



Tim Turay

Date:

Cope491



Agreed to Item


Agreed to Amend

Housekeeping

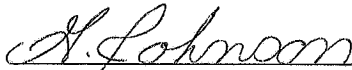
SCHEDULE A: RATES OF PAY

Grade	Minimum STEP 1	Maximum STEP 2
A	17.09	18.15
B	17.85	18.94
C	18.59	19.73
D	19.35	20.55
E	20.08	21.33
F	20.84	22.12
G	21.59	22.93
H	22.33	23.72
I	23.09	24.52
J	23.85	25.32
K	24.59	26.12
L	25.33	26.91
M	26.04	27.71
N	26.79	28.50
O	27.54	29.30


FOR THE EMPLOYER:




Lisa Domae



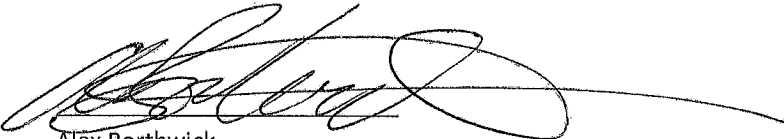
Georgina Johnson



Ken Crewe



Kathleen Kuhnert




Alex Borthwick

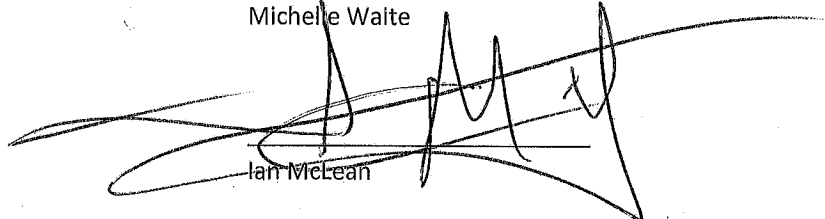
4 Dec 12

Date

FOR THE UNION:

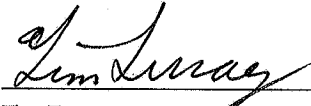


Michelle Waite

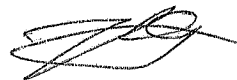


Ian McLean

Jeff Brett



Tim Turay



Jocelyn Morgan
ZACK CHANG

Letter of Understanding

BETWEEN

North Island College

And

CUPE Local 3479

RE: Definition of Temporary and Casual Employees

The Parties will form a committee consisting of not more than two members of the CUPE bargaining unit, and an equal number of management appointments to discuss employee definitions. Specifically the committee will discuss the definitions for temporary and casual workers and temporary and casual employee entitlements in the collective agreement.

The Committee shall begin meeting by April 1, 2013 and complete their duties by August 31, 2013.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

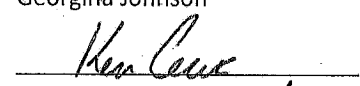
This Letter of Understanding will terminate on August 31, 2013 and will only be renewed with agreement of both the Union and the Employer.

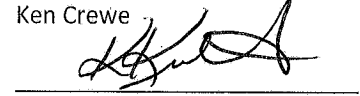
Agreed to:

FOR THE EMPLOYER:


Lisa Domae


Georgina Johnson


Ken Crewe

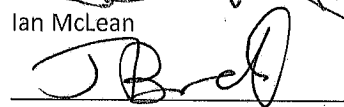

Kathleen Kuhnert

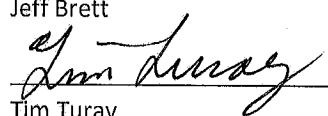

Alex Borthwick

FOR THE UNION:

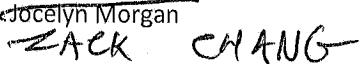

Michelle Waite


Ian McLean


Jeff Brett


Tim Turay


Jocelyn Morgan


ZACK CHANG

Dated: Dec 4, 2012,

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.

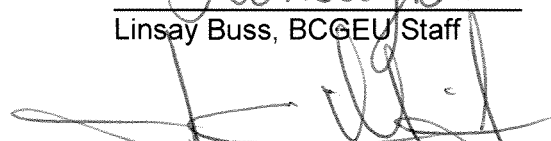
For the Employers:


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.