

## MEMORANDUM OF AGREEMENT

between the

NORTH ISLAND COLLEGE  
(hereinafter called "the Employer")

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE NORTH ISLAND COLLEGE ACTING ON BEHALF OF THE 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 (CUPE), LOCAL 3479 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3479 MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING July 01 2014 AND EXPIRING JUNE 30 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for 60 months from July 01, 2014 to June 30, 2019 both dates inclusive.

3. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. **Appendix "A"**

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

5. **Appendix "B"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2014 Support Staff Multi-Employer Table ("MET").

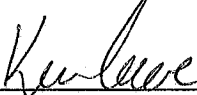
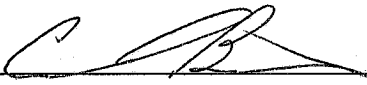


6. **Ratification**

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.

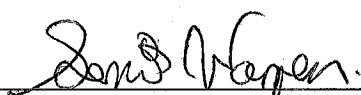
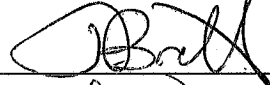

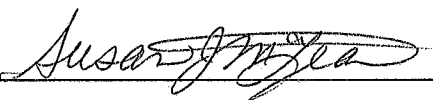
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 15th day of June, 2015.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR  
THE UNION:

## APPENDIX "A"

### 1. Article 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.

Effective January 1, 2016, if shifts are scheduled so that there are not ~~twenty-four (24)~~ twenty-two (22) 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)~~ twenty-two (22) 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 supervisors and the employees affected, and in accordance with any other applicable Articles of the Collective Agreement.

### 2. Article 21 – Pregnancy/Parental Leave

#### 21.08 Supplemental Employment Benefit for Maternity and Parental Leave

- ~~1-a)~~ Effective December 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
  - ~~a)i)~~ For up to fifty-two (52) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five per cent (75%) of her salary calculated on her average base salary.
  - ~~b)ii)~~ For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on his/her average base salary.
  - ~~c)iii)~~ The average base salary for the purpose of Clauses ~~1-(a) and 1-(b)~~ **a) (i) and a) (ii)** is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

2. ~~b)~~ An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

3. ~~c)~~ If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

d) ~~c)~~ i) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

ii) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in ~~(a)~~ (i) above, the employee shall reimburse the Employer for the benefits above on a pro-rata basis.

### 3. ARTICLE 32 – COPIES OF THE AGREEMENT

**32.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, the Employer shall ~~print sufficient copies of~~ provide electronic access of the Agreement to employees within thirty (30) days of signing.

4. While not to be included in the Collective Agreement, the parties agree to allocate the following amounts from the CUPE Career Development Fund, toward the cost of increasing the vision care benefit claims, including eye glasses and laser eye surgery as per 6 below following this schedule:

- July 1, 2015: \$4,700
- January 1, 2016: \$8,600
- January 1, 2017: \$1,900

5. Article 27.02 c) Extended Health Benefits will be amended as follows:

- i) Total lifetime coverage level will be unlimited. Effective January 1, 2016, the Extended Health Benefits plan will be amended such that an individual, couple and family deductible of twenty-five dollars (\$25.00) per calendar year will be implemented.

6. Article 27.02 c) Extended Health Benefits will be amended as follows:

- 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. Effective January 1, 2016, vision care benefit claims, including eye glasses and laser eye surgery, will be to a maximum of five hundred dollars (\$500.00) every two (2) years.

7. Article 27.02c) Extended Health Benefits will be amended as follows:

- vii) Effective July 1, 2005, employees will be reimbursed a total of seventy-five (\$75) every two (2) years for vision exams. **Effective January 1, 2016, employees will be reimbursed a total of one hundred dollars (\$100.00) every two (2) years for vision exams.**

8. All tentatively agreed to items as follows:

Housekeeping

Various Housekeeping amendments including: 9.01, 9.04, 11.04, 12.02, 14.02, 17.02, 19.05, 20.02, 27.01, and 27.03

18.04 Joint Early Intervention Program

19.02 Course Leave

19.05 College Credit Courses and Evaluated Continuing Education Courses

24.10 System-Wide Electronic Job Registry

27.12 Delete: Vision Care and Hearing Aid Coverage

MoA Definition of Temporary and Casual Employees

Renew Appendix A

Amended

3.03 Labour Adjustment

9.06 Arbitration Alternative

19.04 Career Development Fund

21.05 Paternity Leave

26.06 Mileage and Travel Allowance

## Housekeeping

### 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~~ Kinzie  
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.

### 9.04 EXPENSES OF THE BOARD

Each party shall pay:

- a) One-half (1/2) of the fees and expenses of the Chairperson; and
- b) If a three (3) person Board is appointed, the fees and expenses of the arbitrator it appoints.

### 11.04 BRIDGING OF SERVICE

If a regular employee resigns after the signing of this Agreement as a result of a decision to raise a dependent child, or dependent children, and is re-employed through winning a competition, they shall, on completion of the probation period, be credited with length of service accumulated at the time of resignation for the purposes of benefits based on service seniority, provided all of the conditions are met:

- a) The employee must have been a regular employee with at least three (3) years of service seniority at the time of resignation;
- b) The resignation conveyed in writing to the Employer as stated above;
- c) The break in service shall be for no longer than six (6) years;

### Housekeeping (Cont'd)

- d) Employees who meet the conditions of a, ~~b~~, and ~~c~~ a), b), and c) above shall be considered as internal applicants, without credit of previous service seniority, for posted vacancies at North Island College; and
- e) Upon recommencing employment, such employee shall be subject to the probation period pursuant to Article 11.03.

### 12.02 SEVERANCE

An employee, on or before the date of layoff, shall have the option of choosing recall pursuant to Article 12.01 or choosing severance, in which case employment shall be considered terminated and the following severance pay shall be awarded:

- |  |  |
|--|--|
| <del>0-3</del> <u>Zero to three (0-3)</u> years of service | <del>2</del> <u>Two (2)</u> weeks' severance pay   |
| Each additional year of service                            | <del>1</del> <u>One (1)</u> additional week of severance pay to a maximum of <del>8</del> <u>eight (8)</u> weeks |

### 14.02 SHIFT PREMIUM

Shift premiums shall be paid for all hours worked on a second or third shift. Shift premiums shall be:

~~50~~ Fifty cents (\$0.50) per hour for the second shift

~~75~~ Seventy-five cents (\$0.75) per hour for the third shift

### 17.02 VACATION ENTITLEMENT

- a) to d) remain the same
- e) Employees who work sessionally shall receive the following percentages on each pay cheque in lieu of vacation pursuant to 17.02 (a) above:
  - i) ~~6%~~ Six percent (6%)
  - iii) ~~8%~~ Eight percent (8%)
  - ii) ~~6%~~ Six percent (6%)
  - iv) ~~10%~~ Ten percent (10%)
- f) remains the same

- g) Employees may request to carry over a maximum of five (5) days' vacation to the following vacation year providing the employee makes a written request at least sixty (60) days prior to the end of the vacation year. Such requests shall not be unreasonably denied. Vacation deferred at the request of the Employer shall be carried over in addition to the five (5) days above and must be taken within twenty-four (24) months.

19.05 COLLEGE CREDIT ~~COURSES AND COURSES~~ AND EVALUATED CONTINUING EDUCATION COURSES

(Add space in title of clause between Courses And)

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

27.01 PENSIONS

- a) remains the same
- b) Municipal Pension Plan

It is mandatory that all eligible regular full-time employees with appointments of at least ten (10) months or more and regular part-time employees who work an average of at least ~~17.5~~ **seventeen and one-half (17.5)** hours a week or greater, contribute to the Municipal Pension Plan on completion of the probationary period.

Part-time employees are eligible to contribute to the Municipal Pension Plan pursuant to the terms of the Municipal Pension Plan.



**Housekeeping (Cont'd)**

- c) remains the same
- d) remains the same

**27.03 EMPLOYEE ELIGIBILITY**

Employees are eligible to receive the benefits described in 27.02 if they are:

- a) Regular full-time
- b) Regular part-time who work an average of at least ~~17.5~~ **seventeen and one-half (17.5)** hours per week.

Agreed:

For the Employer:

Ken Ceux  
[Signature]

For the Union:

[Signature]  
[Signature]

Date: April 20/15

**Housekeeping**

**ARTICLE 3 – UNION SECURITY**

**3.03 LABOUR ADJUSTMENT**

**a) EMPLOYER COMMITMENTS**

It is agreed that the ~~institution~~ **Employer** will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the Employer.

It is incumbent upon ~~institutions~~ **the Employer** to communicate effectively with their employees and the Unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

**c) LAYOFFS MAY OCCUR**

Once strategies other than layoff have been explored, the ~~institution~~ **Employer** may proceed, if need be, to layoffs. For those affected by layoff, the **System-Wide Electronic Job Registry** ~~system-wide Electronic Registry of Laid Off Employees~~ will be available.

Agreed:

For the Employer:

*[Signature]*  
*[Signature]*

For the Union:

*[Signature]* *April 20/15*  
*[Signature]*

Date:

*April 20/15*

ARTICLE 19 – CAREER DEVELOPMENT, EDUCATION AND TRAINING

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 and maintained 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.

Agreed:

For the Employer:

Kee Cune  
Carl B...

For the Union:

Herb...  
Reg...

Date:

May 12/15

Housekeeping

ARTICLE 24 – PROMOTIONS AND STAFF CHANGES

**Move to end and renumber as 24.12**

**24.10~~2~~ SYSTEM-WIDE ELECTRONIC JOB REGISTRY**

The Post Secondary Employers' Association will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

- a) POSTING
  - i) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
  - ii) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution.
  - iii) Postings will be removed from the registry one (1) week after the closing date.
  - iv) Employers may elect to include job postings from institutions not covered by this Agreement.
  - v) Unions, Employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.
- b) ELECTRONIC REGISTRY OF ELIGIBLE EMPLOYEES (REGISTRANTS)
  - i) Employees covered by the Agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
  - ii) Laid-off employees will become ineligible in the following situations:
    - (a) They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
    - (b) They obtain an equivalent position as a result of being listed on the system –wide registry; or

- (c) Upon the expiration of the employee's recall rights, or two (2) years from the date of registration, whichever is later.

c) APPLICATION PROCEDURES

- i) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the form in Appendix A.
- ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.
- iii) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local Union if the registrant is no longer available for employment through the Registry.

d) REGISTRANT APPLYING FOR VACANCIES

- i) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
- ii) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is as per Appendix A.

Agreed:

For the Employer:

Kim Leve  
C. B.

For the Union:

Robert  
McGill

Date: May 12/15

**RENEW:** APPENDIX A:  
POST SECONDARY EMPLOYERS' ASSOCIATION REGISTRY  
FORM 001

Agreed:

For the Employer:

Ken Cuve  
C. Buss

For the Union:

White  
Red

Date:

May 12/15

#### 9.06 ARBITRATION ALTERNATIVE

As an alternative to the arbitration procedure set out above, the Parties may, by mutual agreement, invoke Section 103 of the Labour Relations Code to facilitate the settlement of a grievance.

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of the agreement including any question as to whether a matter is arbitrable, during the term of the collective agreement, **Mark Brown, Julie Nichols** ~~Stephen Kelleher, Don Munroe~~, or a substitute agreed to by the parties, shall at the request of either party

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of the date of the receipt of the request; and, for those thirty (30) days from that date, time does not run in respect to the grievance procedure.

Agreed:

For the Employer:

Ken Cui  
CLB

For the Union:

RE  
plubius

April 20/15

Date:

April 20/15

**Housekeeping**

**New language as per the Support Staff Multi-Employer Table (MET) Agreement. Inclusion into the Collective Agreement as follows:**

**ARTICLE 18 – SICK LEAVE**

**18.04 JOINT EARLY INTERVENTION PROGRAM (JEIP)**

Renumber as appropriate.

Agreed:

For the Employer:

Ken Curre  
[Signature]

For the Union:

He  
[Signature]

April 20/15

Date:

April 20/15



ARTICLE 19 – CAREER DEVELOPMENT, EDUCATION AND TRAINING

19.02 EMPLOYER REQUESTED COURSE LEAVE

Agreed:

For the Employer:

Ken Lowe  
CL

For the Union:

MC  
White

April 20/15

Date:

April 20/15

**19.06 PRIOR LEARNING ASSESSMENT FUND**

The parties agree to establish a Prior Learning Assessment Fund to be administered by the Career Development Fund Joint Committee as per 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.

Renumber as appropriate

Agreed:

For the Employer:

April 20/15 Ken Leung  
CB

For the Union:

pe  
Roberta

April 20/15

Date:

April 20/15

ARTICLE 21 – PREGNANCY/PARENTAL LEAVE

21.05 PATERNITY PARENTHOOD LEAVE

~~A male~~ **An employee** will be granted two (2) days ~~paternity~~ parenthood leave, with pay, to attend at the birth, or upon adoption, of a dependent child.

Agreed:

For the Employer:

Ken Cui  
[Signature]

For the Union:

ME  
[Signature]

April 20/15

Date: April 20/15

26.06 MILEAGE AND TRAVEL ALLOWANCE

Mileage and travel allowances shall be governed by the College Board regulations. Information on the current scales for mileage and travel allowances is available through the ~~Financial Services Office~~ Finance Department and the ~~Intranet~~ Employee Portal.

Agreed:

For the Employer:

Ken Lowe  
[Signature]

For the Union:

PC  
[Signature]

April 20/15

Date:

April 20/15

**Housekeeping**

Memorandum of Agreement

Subject: 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~~  
**December 31, 2016.**

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 Agreement will terminate on **December 31, 2016** ~~August 31, 2013~~ and will be renewed with agreement of both the Union and the Employer.

Agreed:

For the Employer:

Ken Cuve  
CPK

For the Union:

Ne  
Herbert

April 20/15

Date:

April 20/15

**Housekeeping**

Delete

**27.12 — 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.~~

Renumber as appropriate.

Agreed:

For the Employer:

Ken Lowe  
[Signature]

For the Union:

[Signature]  
[Signature]

Date:

June 15, 2015

**2014 – SUPPORT STAFF MULTI-EMPLOYER TABLE (“MET”)**

between

POST-SECONDARY EMPLOYERS’ ASSOCIATION (“PSEA”)

*(“the Employers”)*

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES’ UNION (“BCGEU”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES (“CUPE”)

The parties have agreed that the following items will form part of the Memorandum of Agreement (“MOA”) between them for the renewal of the local parties’ collective agreements that expired in 2014. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2014 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

**1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)**

While not to be included in the Collective Agreement:

- (a) Effective the date of ratification, a joint committee called the *“BC Provincial Pharmacare Formulary Process Improvement Committee” (“FPIC”)* will be formed. The FPIC will:
  - i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees, two (2) of the members will be appointed by the British Columbia Government and Service Employees’ Union, and four (4) of the members will be appointed by the Post-Secondary Employers’ Association (“PSEA”);
  - ii. the FPIC will complete their work by December 31, 2015 (the *“Completion Date”*) and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date. ; and
  - iii. Each appointing party will be responsible for all costs related to their members’ involvement in the FPIC.

The purpose of the FPIC will be to:

- a. identify process problems that have been experienced since the transition to the BC Provincial Pharmacare Formulary (*"Pharmacare Formulary"*) including issues related to customer service by the insurance carrier;
  - b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
  - c. investigate the feasibility of implementing electronic filing of Special Authority claims; and
  - d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.
- (b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the *"Formulary Drug"*) and that drug was recently delisted from the Formulary (the *"Delisted Drug"*) and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
- (c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:
- i. prescribed a drug that is not part of the Pharmacare Formulary (*"Non-Pharmacare Formulary Drug"*); or
  - ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" (*"Special Authority Drug"*) and the individual either:
    - 1. does not want to go through the approval process to obtain the Special Authority Drug; or
    - 2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.



## **2. Administrative Service Delivery Transformation Project (ASDTP):**

The Employer and the Union agree to authorize the PSEA and the CISSBA to write a joint letter to the Ministry of Advanced Education seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertaking.

## **3. Provincial Job Evaluation / Classification Plan:**

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

## **4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal**

- (a) Effective the date of ratification, the Employers and the Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, to add the following provision under the sick leave provisions for each of the Parties' applicable local agreements, and existing provisions renumbered accordingly. It is agreed that this housekeeping proposal does not change the intent of the JEIP Letter of Understanding as negotiated at the 2010-14 Support Staff Compensation Template Table.

### **"Joint Early Intervention Program**

**The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:**

- a. **Jointly Managed – The program will be jointly managed by the Employer and the Union.**
- b. **Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.**
- c. **Rehabilitative – The JEIP is rehabilitative in nature.**
- d. **Confidential - The parties involved in the program will maintain confidentiality of all information."**

- (b) Effective the date of ratification, the Employers and Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, that the following Letter of Understanding on the Post-Secondary Joint Early Intervention Program that was negotiated at the 2010-14 Support Staff Compensation Template Table, will be deleted from each of the Parties' applicable local agreements.

**"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."~~

## **5. Term of Agreement**

The term of the new collective agreements shall be for sixty (60) months, effective from July 01, 2014 to June 30, 2019.

The continuation language of each local collective agreement's Term of Agreement provision, if any, shall remain as it is in the agreement currently in force.

## **6. Wage Increase**

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).”

Signed by the Parties at Burnaby, British Columbia on November 21, 2014.

For the Employers:

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Anita Bleick, PSEA CEO

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Rhonda Bender, PSEA

For the Unions:

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Linsay Buss, BCGEU Staff

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Ian McLean, CUPE Staff

## **Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)**

### **Re ECONOMIC STABILITY DIVIDEND**

#### **Definitions**

##### **1. In this Letter of Agreement:**

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

#### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

### **Allowable Method of Payment of the Economic Stability Dividend**

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