

MEMORANDUM OF AGREEMENT

between the

NORTH ISLAND COLLEGE
(hereinafter called "the Employer")

and the

NORTH ISLAND COLLEGE FACULTY ASSOCIATION
(hereinafter called "NICFA")

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 NORTH ISLAND COLLEGE FACULTY ASSOCIATION (hereinafter called "NICFA") AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 AND EXPIRING MARCH 31 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for twenty four (24) months from April 01, 2010 to March 31, 2012 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, unless otherwise specified.

4. **Appendix "A"**

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" – Local Interim settlement.

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5. **Appendix "B"**

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – Faculty Common Agreement.

6. **Ratification**

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

Signed this 7th day of MARCH, 2012.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:

Signed by union and employer representatives.

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NIC/NICFA Bargaining

List of Tentatively Agreed To Items as of February 21, 2012

1.2 TERM OF AGREEMENT

1.2.1 This Agreement is binding on the respective parties from ~~April 1, 2007~~ April 1, 2010 to and including ~~March 31, 2010~~ March 31, 2012.

1.3 DEFINITIONS

Ministry: The Ministry of Advanced Education ~~Training and Technology~~

3.5.9

Coordinator positions that are entirely non-instructional and not associated with any specific department shall be filled using the normal hiring procedure for faculty, as described in this Agreement. ~~Examples include the Coordinators for First Nations Education and Cooperative Education.~~

6.4.3 ~~Advice to internal candidates~~

All internal candidates shall be advised of the results of a competition in writing.

6.4.5


Priority for a vacant position of less than four (4) months duration and less than half time shall normally be given to the Union member who has previously and satisfactorily taught the same or similar course(s) ~~at the same College location~~, provided the applicant has the qualifications for the position.

6.6.4 DISPLACEMENT OF LESS SENIOR EMPLOYEES

(h) Faculty electing to bump into another Division

If a faculty in an instructional position is laid off and elects to bump into an instructional or non-instructional position in another division, then the Dean will require the faculty member to participate in a hiring procedure in accordance with Article 6.4.1(a), to determine whether they hold the required qualifications. ~~of that Division will determine whether the faculty member has the appropriate qualifications for the position.~~

(i) ~~In (h) above, the Dean will require the faculty member to participate in a hiring procedure in accordance with Article 6.4.1(a), to determine whether they hold the required qualifications.~~

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7.3 TIMING OF EVALUATION

~~7.3.2 Regular employees and sessional appointed at 50% or more, and more than four (4) months and Sessional Employees on a Regularization Track under Article 13.1.1, shall be evaluated using the evaluation process described in Article 7.~~

(re-number remaining clauses in 7.3)

7.10 EVALUATION OF SESSIONAL EMPLOYEES LESS THAN 50% OR FOUR MONTHS OR LESS, AND CASUAL EMPLOYEES

~~For sessional employees with an appointment less than 50% or four months or less, and casual employees~~

Where an evaluation is conducted for a Casual Employee, or a Sessional Employee with an appointment that is less than 50% and four months or less, the appropriate Administrator's summary shall include one or more of the following recommendations:

- (a) acknowledgement, in writing, of satisfactory or unsatisfactory performance;
- (b) continuation of present contract
- (c) discontinuation of employment

The employee shall acknowledge, in writing, that they have read the evaluation

9.15 COURSE SUPERVISION/MARKERS FOR U.T., PROVINCIAL AND ADVANCED LEVEL A.B.E.


9.15.4 In calculating the workload of course supervisors, each ~~3 credit~~ 4.5-unit course supervised shall contribute 0.2 to 1.0 instructional units per week to the workload of the employee. The Department Chair in consultation with the department and appropriate Dean or designate, shall determine the value within this range, taking into consideration the requirements of the specific course.


9.20 COOPERATIVE EDUCATION

Faculty involved in cooperative education, including the supervision of students, shall be provided with appropriate release time from assigned duties, as agreed in consultation with the employee(s), ~~Coordinator of Cooperative Education,~~ Department Chair and Dean or Designate.

10.11 SPECIAL LEAVE

10.11.2 In the case of illness of a member of the immediate family of the employee, and where no one at home other than the employee can provide for the needs of an ill person, or in the case of care of aging parents, the employee is entitled to use annual sick leave entitlement up to a maximum of ten (10) working days per year.

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12.9 ~~WORKSAFEBC WORKERS COMPENSATION CLAIMS AND BENEFITS~~

12.9.2 Pending implementation of payments by WorkSafeBC ~~the Workers' Compensation Board~~ on an insurable claim, the employee shall continue to receive the full pay and benefits described in this Agreement.

12.9.3 If the employee is compensated by WorkSafeBC ~~the Workers' Compensation Board~~ for any period of time for which wages are paid by the Employer, the Employee shall arrange to reimburse the Employer for such monies received from the Workers' Compensation Board.

12.9.5 An employee who is declared totally and permanently disabled by WorkSafeBC ~~the Workers' Compensation Board~~, and who cannot return to employment, will cease to be covered by the benefits no earlier than two (2) years after the date that the disability began.

15.8 HEALTH AND SAFETY

15.8.4 PREAMBLE

A healthy and safe work environment is beneficial to all, and only possible with the commitment and cooperation of the College, the Union and employees.

Accordingly, the parties agree that any applicable Federal or Provincial legislation or regulation dealing with occupational health and safety shall be fully complied with and that the resources will be made available to achieve such compliance.

(re-number remaining clauses in 15.8)

15.8.2 COLLEGE OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree to establish and maintain a College-wide Occupational Health and Safety Committee, composed of equal representation from the Employer, the Union and the Canadian Union of Public Employees, Local 3479. The Committee will meet as required to consider any matters pertaining to occupational health and safety, and especially to make recommendations on unsafe or dangerous conditions with the aim of preventing or reducing risk of occupational injury or disease.

A copy of the minutes of the Occupational Health and Safety Committee shall be sent to the Employer, the Union, Canadian Union of Public Employees, Local 3479 and to WorkSafeBC ~~the Workers' Compensation Board~~ via the Ministry of Advanced Education responsible for post-secondary education.

16.1 DUTY TO PROVIDE COLLECTIVE AGREEMENTS

The Employer shall, within sixty (60) days of the execution of the Collective Agreement, provide each member of the Union with a copy, and shall provide the Union with the number of copies it requests. The cost of ~~producing printing~~ the Collective Agreement shall be shared equally between the parties. The Employer shall provide a copy of the current Collective Agreement to prospective employees when they are hired.

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16.5 COMMUNITY EDUCATION

A community education course is defined as any course offered by the College at its sole option, without the need for approval by the B.C. Ministry of Advanced Education, ~~Training and Technology~~. Such courses are offered on a cost recovery basis, with separate pay scales for instruction. Such work is not covered by this Collective Agreement. At the request of the Union, the Employer and Union shall meet to determine whether specific courses rightfully belong to community education.

Faculty may teach community education courses, provided this does not conflict with a normal teaching assignment. Faculty will not be assigned community education courses as part of a teaching assignment except by mutual agreement, and shall retain the normal salaries and benefits set out in this Agreement.

LOU pg. 84: Subject: Development of Online Courses - DELETE

LOU pg. 85: Subject: Article 9.5.3 – Calculation of Workload – DELETE

LOU pg. 86: Re: Evaluation Processes – DELETE

LOU pg. 87: Re: One Step Increment for Sessional and Casual Employees – DELETE

LOU pg. 88: Subject: Use of Article 9.7 (Course Preparation in Academic and Career Programs) – DELETE

LOU pgs. 89-90: Subject: Selection of Instructional Administrators – DELETE

LOU pgs. 91-93: Subject: Common Faculty Professional Development Fund – AGREE TO MAINTAIN

ALL OTHER PROPOSALS HAVE BEEN WITHDRAWN

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