

MEMORANDUM OF AGREEMENT

between the

Northern Lights College
(hereinafter called "the Employer")

and the

BC GOVERNMENT & SERVICE EMPLOYEES' UNION (Local 710 – NLC Faculty)
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE NORTHERN LIGHTS COLLEGE, ACTING ON BEHALF OF THE NORTHERN LIGHTS COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTHERN LIGHTS COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BC GOVERNMENT & SERVICES EMPLOYEES' UNION (Local 710 – NLC Faculty) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION 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 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, 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 Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A" – Local Interim Settlement.

5. **Appendix "B"**

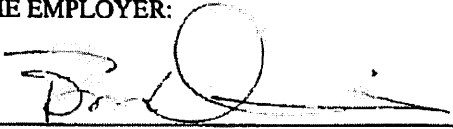
The Employer and the Union agree to the amendments of the new Collective agreement attached to this Memorandum of Agreement is Appendix "B" – Faculty Common Agreement.

6. **Ratification**

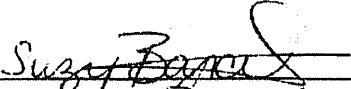
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 1 day of FEB., 2012.

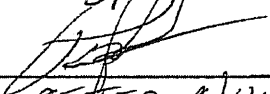
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:



BRUCE DORNSTADT

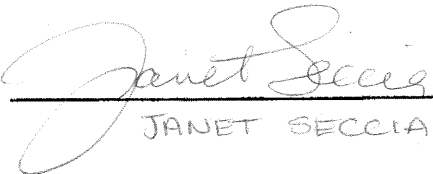


Suzy Barcelos



PETER NUNODA

BARGAINING REPRESENTATIVES FOR
THE UNION:



JANET SECCIA

**Appendix “A” – Local Interim Settlement
between
Northern Lights College
And
BC Government & Service Employee’s Union
(Local 710 - NLC Faculty)**

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Note: Regarding Union Proposed Article 20.10 - Professional Development Parties have agreed to moved this article to its own separate article. Union to determine the most appropriate location within the agreement. Union to review consequential changes regarding this new article, including its inclusion under in Article 30.6(a) and 20.8(e) and draw these changes to the attention of the employer.

COLLECTIVE AGREEMENT

between the

**THE COLLEGE BOARD OF
NORTHERN LIGHTS COLLEGE
(Local 710 — NLC Faculty) (Moved to below)**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
(Local 710 — NLC Faculty)**

**Effective from April 1, 2007 to March 31, 2010
Effective from April 1, 2010 to March 31, 2012**

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Definitions – New (renumbering of existing definitions will occur)

8. “*Credit Course*” is any course that leads to the granting of a certificate, diploma, or certification by a provincially recognized agency.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Definitions – New (renumbering of existing definitions will occur)

16. “*General Interest Course*” is a course or activity that is taken by the student for the basic purpose of self-interest. It does not lead to formalized recognition or accreditation.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 5 EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(Numbering added - (a), (b), (c), (d) & (e) below)

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- (b) A new employee shall be advised of the name and location of his/her steward.
- (c) The Union shall provide the employee with a copy of the Collective Agreement and descriptive pamphlets outlining the benefits covered in this Agreement.
- (d) Where operational requirements permit, the Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.
- (e) Within 30 days of all new regular and non regular appointments in the local, the Employer shall notify the Chair of the Instructors Bargaining Committee and the appropriate shop steward. Right to Grieve Other Disciplinary Action

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 10.5 Disciplinary Action

(numbering added - (a), (b), (c) & (d) along with (1), (2), (3) & (4) to (a) below)

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports;
 - (4) performance evaluation.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (c) Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 10.6 Performance Appraisal

(Numbering added – (a), (b), (c) & (d) below)

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given five (5) working days after receipt of the appraisal to read and review the appraisal.
- (b) Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an appraisal unless the signature indicates disagreement with the appraisal.
- (c) An employee shall, upon request, receive a copy of this appraisal at the time of signing.
- (d) A performance appraisal shall not be changed after an employee has signed it without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of the Agreement.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 13.2 Severance Pay

(a) (Employees who are laid off will receive severance pay at the following rates. Where the letter of appointment specifies an appointment of less than twelve (12) months, there shall be no severance pay entitlement except as the schedule below applies:

2 years' service but less than 3 years' service	6 weeks' pay
3 years' service but less than 4 years' service	8 weeks' pay
4 years' service but less than 5 years' service	10 weeks' pay
5 years' service but less than 6 years' service	12 weeks' pay
6 years' service but less than 7 years' service	16 weeks' pay
7 years' service but less than 8 years' service	18 weeks' pay
8 years' service but less than 9 years' service	20 weeks' pay
9 years' service but less than 10 years' service	22 weeks' pay
10 years' service and over	24 weeks' pay

Severance pay will be paid out in a lump sum.

Under no circumstances will an employee who returns to the College upon recall be reimbursed for more weeks under severance pay than the actual number of weeks involved in the layoff.

Severance pay will only be paid to an employee once, unless he/she re-qualifies for severance pay again through another two (2) years' active employment after his/her date of recall.

~~(b) All individuals listed below shall receive severance pay as per Article 13.2(a). In addition, those individuals listed shall receive the equivalent number of weeks in notice.~~

~~Dahlen, Laine~~

~~Any employee who has left or resigns from the employ of the College shall be deemed to have his/her name removed from the list.~~

(e b) In the event of impending layoff of regular employees, the Employer will notify the Joint Committee and the employee in writing. The Joint Committee shall meet within five (5) days and shall recommend reasonable alternatives to layoff within five (5) days of its meeting. The Employer acknowledges its responsibility to make every reasonable effort to examine, within five (5) days, any reasonable alternatives suggested. The first alternative to be reviewed shall be the possibility of offering the individuals another position within the bargaining unit provided:

- (1) the individual can be expected to effectively carry out the responsibilities of the position, and
- (2) where it is intended that the vacancy be filled.

Other options which may include early retirement, retraining, surveying vacancies within the college system can be considered reasonable alternatives.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 18.6 Pre-Retirement Leave

DELETE ARTICLE

~~An employee scheduled to retire and to receive a pension under the applicable Superannuation Act(s), or who has reached the mandatory retiring age, shall be entitled to:~~

~~(a) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick leave credit, to be taken immediately prior to retirement, or~~

~~(b) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 18.9 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension under the applicable Superannuation Act(s), ~~or who has reached the mandatory retiring age,~~ shall be granted full vacation entitlement for the final calendar year of service.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 18.10 Vacation Credits Upon Death

Upon termination due to death, earned but unused vacation entitlement shall be made payable to the employee's beneficiary, if any, or in the absence of such beneficiary, to the employee's estate.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

ARTICLE 20.10 Professional Development

(Article 20.10 to new Article XX. Renumbering will occur)

X.1 Professional Development

Both the Employer and the Union recognize the need to provide employees with the opportunity for short term and extended professional development which is initiated at the request of the employee. It is the intent of this Agreement that when a request is initiated by an employee, responsibility for approving the leave lies with the Employer. Responsibility for funding the request lies with the Professional Development Committee as outlined hereunder.

(a) (1) The provisions of this article are intended to assist employees in maintaining and improving skills and knowledge and to improve the quality of service offered to the citizens of the college region. It is recognized that both Parties benefit from Professional Development, the instructor who engages in it, and the College which facilitates it.

(2) The Parties recognize that because of the geographical remoteness of the College, special efforts must be made to ensure that priority for professional development is made available to regular employees.

(3) The College shall provide and schedule, where mutually agreed upon, a qualified replacement when professional development is utilized. The Union agrees that the College will not be expected to cover costs in addition to those that would normally be expended to maintain the existing services. The College agrees that other faculty members with full workloads should not be expected to cover off for faculty who are away on professional development unless mutually agreed upon.

(4) Professional development is the means by which an employee keeps up-to-date in his/her subject matter and/or in the instructional process. It may or may not include educational or trade credentials. Some examples are:

(i) Industry, professional or trade workshops or seminars, sponsored by trade associates, professional groups, industry or educational institutions.

(ii) Returning to the trade in which one instructs for a minimum period of five (5) months in each five (5) year period.

(iii) *Group Activities*

- Learning package workshops
- Guest speakers
- Time management workshops

(iv) Training which produces additional qualifications which are recognized as degrees, professional certificates, etc.

(v) *In Service* - imported workshops, lecture or demonstration usually lasting one-half (½) or one (1) day and concerned with matters of general interest to the staff.

(vi) *Correspondence and Local Courses* - Subject of interest to staff on an individual basis.

(vii) Returning to an accredited institution for additional certificated education.

(5) Professional Development is not:

(i) Teaching instruction and orientation prior to commencement of teaching duties.

(ii) Any course needed to meet basic standards required in a designated area and workload for which the person was employed.

(iii) Any program or course being attended under direction of Administration.

(iv) Articulation meetings.

(b) *Forms of Professional Development*

(1) *Short Term* - Professional Development granted during non-instructional periods will be classified as short term. During instructional periods requests for Professional Development of up to one month will also be deemed short term. Normally the completion of the probationary period is required before short term Professional Development can be granted.

(2) *Extended* - Professional Development requests involving an excess of one (1) month of an instruction period shall be deemed extended Professional Development. Five (5) years of employment in the College is required before extended Professional Development can be granted. No employee will be eligible for more than one year of extended Professional Development in any subsequent five year period. Extended Professional Development will generally require more documentation and a stronger rationale than other types of Professional Development. An employee taking extended Professional Development will be required to provide a guarantee of one year's continued employment with the College after completion of the Professional Development project, or to reimburse the Committee on a pro rata basis for equivalent expenditures.

(i) Benefits and vacation entitlement carry on during Professional Development to the amount that they would have done so had the instructor remained on duty.

The Employer further agrees to provide the employee, upon return from extended professional development leave, with a position of the same classification level.

Seniority shall continue to be earned while on professional development leave.

(ii) The extended Professional Development project may involve the return to university for a one (1) year period. In this case the following guidelines will apply:

- a. When only one employee can be approved for this form of Professional Development, other things being equal, the applicant with the most seniority shall be approved.
- b. When more than one employee is to be approved, the Professional Development Committee shall select applicants from different instructional areas, e.g.:

Academic
Trades
Business Administration
Non-Teaching Employees
Business Careers
ABE

- c. The successful applicant will be consulted wherever possible in the hiring of a replacement for his/her position.
- d. This form of Professional Development will normally start on July 1st or September 1st and terminate on the following June 30th. These dates are not intended to preclude summer sessions.
- e. In the event that an individual receives outside support, such as a scholarship, fellowship or bursary, the total of outside support plus salary support shall not exceed the individual's basic salary for the period of study leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the employee's salary and credited to the Professional Development fund. It is the responsibility of the employee to report all additional sources of support to the Employer.

(c) On April 1st of each year the College agrees to allocate thirty thousand dollars (\$30,000) to the Professional Development fund. Professional development funds will be allocated to the direct costs of professional development activity, including the costs of replacement instructional staff that may be incurred

by the College as a direct result of an employee's professional development activity. The Professional Development Committee shall allocate a portion of its funding to extended leave. The Committee shall also allocate a portion of its funding to its operating costs. Funds remaining at the end of the fiscal year will be carried forward to the subsequent year. The College agrees to assist the Committee in its operation on a fee for service basis at actual cost.

(d) *Composition of the Professional Development Committee*

(1) The Committee shall be composed of a minimum of six (6) members elected from Local 710 - NLC Faculty. A normal term of office is two (2) years. To ensure continuity, three (3) members will be elected each year. Representation shall include:

- 1 member from Fort Nelson/Stikine
- 1 member from Chetwynd/Hudson's Hope/Tumbler Ridge
- 2 members from Fort St. John
- 2 members from Dawson Creek

(2) The Committee shall ensure that each person covered by the Local 710 - NLC Faculty Agreement receives a ballot and notification of the date of election and the names of the candidates.

Any person covered by the Local 710 - NLC Faculty Agreement may let his/her name stand for election.

(3) If a member of the Committee resigns, the remaining members may appoint a replacement to serve the remainder of his/her term. The appointment shall be made by majority agreement.

(4) The College is invited to appoint a liaison person to the Committee who will be a non-voting member.

(5) When a chairperson resigns in mid-term, a new chairperson shall be elected from the remaining members of the Committee.

(6) The Chairperson shall not vote at Committee meetings unless it is to cast the deciding vote.

(7) As new members are elected to the Committee, they should attend a seminar on Professional Development.

(e) *Committee Guidelines*

(1) The Professional Development Committee shall establish guidelines to minimally include procedures for the following:

- (i) decision-making process
- (ii) expenditures
- (iii) duties and responsibilities of officers
- (iv) annual report
- (v) operating policies
- (vi) proposal requirements
- (vii) reporting requirements
- (viii) budgeting process
- (ix) appeal procedures
- (x) priorities

(2) The guidelines will be distributed to each member of the bargaining unit at the earliest possible time.

(3) The guidelines will be subject to the provisions of this Agreement. In the event of a dispute between the Committee and the College, the matter will be referred to Joint Committee for recommendation to the Bargaining Principals.

(4) Meetings will normally be held at scheduled times via teleconference.

- (5) A copy of the Annual Report submitted to the membership shall be submitted to the President by October 31st of each year.
- (f) Common Faculty Professional Development Fund – See Common Agreement Letter of Understanding 6.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 22.2 Safety Committee

The Employer and the Union agree to establish formal Occupational Health and Safety Committees at the Fort St. John and Dawson Creek Campuses consisting of a minimum of one Local 710 - NLC Support member and one Local 710 - NLC Faculty member appointed by the Union, matched by an equal number of Management appointees. These committees will meet monthly during regular working hours to make recommendations on unsafe, hazardous, or dangerous conditions, with the aim of preventing and reducing risk of occupational injury and illness. Copies of the minutes shall be sent to the Union, ~~WCB-Worksafe BC~~, Employer, and posted on all bulletin boards. Less formal health and safety meetings pursuant to the ~~WCB Industrial Health and Safety Regulations (4.02-[3])~~ Occupational Safety and Health Regulation shall be conducted on other college worksites. Committee members shall continue to receive the rate of pay they would have been receiving had they not been attending such meetings.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 25.10 Long Term Disability

DELETE ARTICLE

~~Any employee who has banked sick leave arising from previous agreements shall at the termination of the Short Term Sickness Plan utilize any remaining banked sick leave prior to the implementation of the Long Term Disability Plan. Payment will be made in such fashion to ensure one hundred percent (100%) of pay until banked leave is exhausted.~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 27.2(a) Pay Days

(a) Employees shall be paid at least semi-monthly with paydays being on the 15th and the last day of each month. In the event the 15th or last day of the month falls on a Saturday, Sunday, or paid holiday, the payday shall be the preceding regularly scheduled workday.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

27. ?? Payment of Instructors for Credit Courses and General Interest Courses

- a) Payment of instructors for general interest courses will be established solely by the College and subject to demand.
- b) Payment of instructors for credit courses will be in accordance with the Collective Agreement.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 31.1 Child Care Facilities

DELETE ARTICLE

~~The Employer and the Union agree to establish a joint committee to investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 31.7 Copies of Agreements

(a) The Employer will provide the following: three (3) copies for the Union, three (3) copies for each campus (to be retained by union steward), one (1) copy for each campus library, one (1) copy for each employee, and sufficient copies for Employer use. Printing of copies for employee use (beyond those required above) will be the responsibility of the Union.

(b) The cover of the Agreement should read as follows:

Collective Agreement
between
The College Board of
Northern Lights College
(~~Local 710 – NLC Faculty~~)
and
B.C. Government and Service
Employees' Union (BCGEU)
(Local 710 NLC Faculty)

Effective from ~~April, 2007 to March 31, 2010~~ April 1, 2010 to March 31, 2012

(c) This Agreement shall be printed in a union shop and bear a recognized union insignia.

A description of all benefit plans shall accompany each agreement.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 32.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, ~~2010~~ 2012.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Article 32.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after January 1, ~~2010~~ 2012 but in any event not later than January 31, ~~2010~~ 2012.
- (b) Where no notice is given by either Party prior to January 31, ~~2010~~ 2012 both Parties shall be deemed to have been given notice under this section on January 31, ~~2010~~ 2012 and thereupon Article 32.3 of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President or his/her designate.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

APPENDIX 4

Information

RENEW

The following are present administrative policies of the College and are included for information purposes only and do not form part of a Collective Agreement.

APPENDIX 4 A - MISSION STATEMENT

Northern Lights College is a driver of learning excellence which exists to enhance and enrich the quality of life of the people and communities in the college region.

APPENDIX 4 B - APPOINTMENT POLICY

1.1 Appointments

All appointments to the College shall be based on merit.

1.2 Determination of Merit

The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment in the College, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned.

The Employer and the Union agree to establish a Joint Committee which will determine the procedures to be followed in considering the factors used to determine merit. The Joint Committee will have an equal number of members representing the Union and the Employer and shall meet at the call of either Party.

1.3 Postings

(a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days. Such postings shall be throughout the College as deemed necessary by the College Board. The joint committee may recommend to the College Board the appropriate area of competition for each classification or group of classifications.

(b) The notice of postings shall contain the following information:

Nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(c) Notices shall be posted on the appropriate bulletin board at least seven (7) working days prior to the closing date of the competition, except as recommended by the joint committee referred to in Section 2 above and except as provided for in Article 7.9 of this Agreement.

1.4 Selection Panels

Selection panels shall be convened in accordance with the established practice of the College Board. The Chairperson of all selection panels shall be appointed by the President.

SIGNED ON BEHALF OF _____ **SIGNED ON BEHALF OF**

THE UNION BY: _____ **THE EMPLOYER BY:**

George Heyman _____ Kate O'Neil

President, BCGEU _____ Chair, College Board

John Turner, Instructor	Jean Valgardson
Dawson Creek Bargaining Chair	President, Northern Lights College
Mike Gilbert	Greg Larsen
Counsellor, Fort Nelson	VP Finance and Administration
Ron Smallwood	Eric Sehn
Instructor, Fort Nelson	Campus Principal, Fort St. John
David Strebb	Jeff Lekstrom
BCGEU Staff Rep	Dean Trades & Apprenticeship
	Dr. Nick Rubidge
	President, Post Secondary Employers' Association

Originally signed March, 2007

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #1

Board and Lodging and Transfer Regulations

RENEW

Mileage allowance will be thirty-five cents (35¢) per km.

Meal allowances will be pursuant to Article 27.9(a).

Transfer Regulations

1.1 Policy

(a) Transfer expenses will apply:

(1) to employees who have to move from one campus or learning centre to another after completing their probation period and after winning an in-service competition where the position is permanently located at another campus or learning centre.

(2) to employees who have to move from one campus or learning centre to another at the Employer's request to fill a position which is permanently located at another campus or learning centre.

(b) Transfer expenses will not apply, but instead the applicable travelling, living, and moving expenses provided under the Board and Lodging Regulations will apply to the following groups of employees who will not be considered to be on transfer:

(1) To employees whose normal duties require moves from one campus or learning centre to another.

(2) To employees who are the successful applicant for a posted position, where such position is not permanently located at one campus or learning centre.

(c) To employees entitled to transfer expenses, the Employer will pay travelling, living, and moving expenses on transfer in accordance with the following regulations.

1.2 Travel Expenses on Transfer

(a) *Initial trip to seek new accommodation:*

The Employer shall grant, with no loss of base pay, prior to transfer, at a time mutually agreeable to Employer and employee, up to three (3) days plus reasonable travel time, to an employee being transferred and shall reimburse the employee for travel expenses for the employee and his/her spouse in accordance with the current regulations. Any time beyond specified time may be charged against the employee's annual vacation credits; however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling expenses moving to new location:*

For the purpose of definition, dependants are spouse, dependent children, and anyone for whom the employee claims exemption on his/her federal income tax return. The Employer shall reimburse the employee for travel expenses incurred during the transfer for him/herself and dependants, for the actual travel time, plus up to seven (7) days at the new location, where the employee is unable to move into his/her new accommodation, such expense allowances to be in accordance with current regulations.

Meals: Adults: full rate.

Children 12 and under: half rate.

Motel or hotel on production of receipts.

Private lodging at old or
new location at current rate.

1.3 Living Expenses Upon Transfer at New Location

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee with no dependants a living allowance of twelve dollars (\$12) per day up to a maximum of thirty (30) days, or
- (b) the Employer shall pay an employee with dependants a living allowance of fifteen dollars fifty cents (\$15.50) per day up to a maximum of sixty (60) days.

1.4 Moving of Household Effects and Chattels

On transfer, the Employer shall arrange and pay for the following:

- (a) Moving of household effects and chattels up to seven thousand (7,000) kg, including any item(s) which the contracted mover will accept as a part of a load which includes hobbies, boats, outboard motors, washer, deepfreeze, and refrigerators.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.

1.5 Moving of Mobile Homes

On transfer, the Employer shall arrange and pay for the following:

- (a) Moving of mobile trailer or home up to twelve (12) feet wide including any skirting, cabanas, or attachments. Where mobile homes in excess of twelve (12) feet are involved, the Employer will pay the equivalent cost of moving a twelve (12) foot mobile home, or the real estate and legal fees involved in selling the extra wide trailer up to a maximum of two thousand five hundred dollars (\$2,500).
- (b) Comprehensive insurance to adequately protect the employee's household effects, chattels, and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) The setting-up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500) upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels, if required.

1.6 Moving of Personal Vehicles Upon Transfer

The Employer shall reimburse the employee for the costs of transporting one personal vehicle and one trailer towed by the personal vehicle. The vehicle and trailer, where applicable, may be driven, in which case current mileage rates for the vehicle only will apply, or vehicle and trailer, where applicable, may be shipped by rail, in which case the cost of the least expensive method will be paid. In addition, the Employer will pay for any additional transportation charges for the vehicle and trailer with or without load.

1.7 Cost of New Services Upon Transfer

The Employer shall reimburse the employee upon production of receipts on the following:

- (a) The cost of connections for plumbing, gas, and electrical appliances to existing facilities.
- (b) The cost of alterations or modifications required to the existing facilities to allow hook up of plumbing, gas, and electrical appliances up to a maximum of one hundred dollars (\$100).

1.8 Incidental Expenses on Transfer

The Employer shall pay to the employee upon transfer only one of the following amounts to cover incidental expenses on transfer, and having claimed one allowance, no alternative further claim may be made:

- (a) When the employee is moving to an unfurnished house, suite, apartment, or mobile home. This section does not apply where the Employer pays for the moving of household effects: four hundred twenty-five dollars (\$425).
- (b) When the employee is moving to a furnished house, suite, apartment, or mobile home. This section applies where the Employer pays for the moving of household effects or when the new accommodation is furnished: one hundred seventy-five dollars (\$175).
- (c) When the employee is moving with a mobile home: one hundred twenty-five dollars (\$125).
- (d) When the employee is moving to room and board: seventy-five dollars (\$75).

The application for incidental expenses on transfer must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

Failure to apply within sixty (60) days will not obviate payment but will result in that payment being made that coincides with the payment that would have been made had application been made on time.

1.9 Notice to Employee Upon Transfer

It is understood and agreed that the Employer will provide the employee with reasonable notice of the transfer effective date and, where possible, at least one month's notice shall be given. Where less than one (1) month's notice is given, or the transfer date is altered either earlier or later than the transfer effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, to the duplicate rent payments at new location.

1.10 Requested Transfer by Employee

Where an employee requests a transfer from one campus or learning centre to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

1.11 Employee Responsible for Certain Costs Upon Transfer

The following are some of the expenses which will be the responsibility of the employee upon transfer:

- (a) advertising for accommodation at new location;
- (b) house cleaning at new and old location;
- (c) all laundry and dry cleaning costs;
- (d) moving of animals and pets; and
- (e) television hook up.

1.12 Real Estate and Legal Fees

On transfer, or within one (1) year of the effective date of transfer, an employee who purchases and/or sells his/her private dwelling house will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of three thousand dollars (\$3,000) charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to transfer.
- (b) Reimbursement of legal fees encumbered upon the employee because of the sale of his/her private dwelling home in which he/she resided prior to transfer and/or reimbursement of legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after transfer.

Acceptable and unacceptable expenses and services for reimbursement under the term "*legal fees*" are:

- (1) *acceptable expenses*

- registration of deed,
- land registry searches,
- registration of mortgages,
- certificate of encumbrances,
- photocopies,
- telephone,
- filing fees,
- miscellaneous office expenses;

(2) *acceptable services*

- solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased,
- solicitor's fee in respect of discharge of encumbrances against the former residence,
- solicitor's fee in respect of financing the new dwelling house (e.g. first mortgage, second mortgage),
- where the employee buys or sells a multiple dwelling (duplex, triplex, etc.) the fees are to be prorated;

(3) *unacceptable expenses and services*

- solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the former residence is sold (these items are the responsibility of the purchaser),
- appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house,
- survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house,
- disbursements for interest penalty in discharging a mortgage,
- legal expenses incurred in the sale of the former residence or the purchase of the new residence where, due to financing, legal, or other unforeseen problems, the deal is not completed (fees and expenses are only paid for the completed deal),
- the employee's dwelling house contains revenue-producing living accommodations which entail extra legal costs or fees (extra costs are not payable or total cost is prorated in proportion to the floor area involved)

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #2
Deferred Salary Leave Plan

RENEW

The Employer will undertake an investigation into the details and feasibility of a Plan, as provided in Article 7.11 of the Common Agreement, which may accommodate an employee's participation in a deferred salary leave plan.

Once the investigation and research has been completed, the Parties will meet and develop the plan.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #3

General Interest Courses

DELETE MOU

~~A general interest course is defined as a course or activity that is taken by the student for the basic purpose of self interest. It does not lead to formalized recognition or accreditation.~~

~~A credit course is defined as any course that leads to the granting of a certificate, diploma or certification by a provincially recognized agency.~~

~~Payment of instructors for general interest courses will be established solely by the College and subject to demand. Payment of instructors for credit courses will be in accordance with the Collective Agreement.~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #4

Long Term Disability

RENEW

1.1 Eligibility

- (a) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

1.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 1.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
 - (1) Sixty-six and two-thirds percent (66⅔%) of the first three thousand dollars (\$3,000) of monthly earnings, and
 - (2) Fifty percent (50%) of the monthly earnings above three thousand dollars (\$3,000).
 - (3) The amount of the sum of (1) above and (2) above shall not exceed two thousand seven hundred and fifty dollars (\$2,750).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer. The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

- (c) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 1.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.
- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental, and medical plans. Employees will not be covered by any other portion of the Collective Agreement but will retain the right of access to the Screening Committee and will retain seniority rights when they return to employment within six (6) months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefits plans in (d) above and contributions for Superannuation will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and

contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

1.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payment.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceeds eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (i) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 1.2(a), the provisions of Section 1.3(c)(1) shall not apply until the employee is receiving a benefit under Section 1.2(b).

1.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

(a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;

(b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;

- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy; (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

1.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 15, 1978.

1.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose, and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and
- (c) any amount of disability income provided by any compulsory act or law, and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceeds either:

- (a) one hundred percent (100%) of basic pay; or
- (b) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

This section does not apply to a war disability pension paid under an *Act* of the Government of Canada or other Commonwealth countries.

1.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan. In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

1.8 Cessation of Plan Coverage

An employee shall cease to be covered by this Plan at the earliest of the following dates:

- (a) on the date that is six (6) months prior to his/her sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

1.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

1.10 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

1.11 Contributions

The cost of this Plan will be borne by the Employer.

1.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

1.13 Claims

Long Term Disability claims will be adjudicated and paid by a Plan carrier to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim review by a claims review committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third

agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan carrier.

Written notice of an appeal must be submitted within six (6) months from the date the Plan carrier rejected the claim.

Where an employee has disputed the decision of the Plan carrier and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

1.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

1.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

1.16 Administration

The Employer will be the administrator of the plan as that function relates to provision of the plan, registration of employees, and related administrative duties.

1.17 Implementation by Regulation

The provisions of this Plan shall be considered part of the Collective Agreement between the Parties.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #5

Reading Break

RENEW

The College will provide an annual two (2) day reading break for all students during the February-March period. An additional three (3) reading break days may be scheduled for students throughout the year.

Student reading break days will be faculty non-instructional duty days.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #6
Integration with the University of Northern British Columbia

RENEW

Northern Lights College shall not contract out work regularly performed by its faculty to the University of Northern British Columbia without mutual agreement from the Union.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #7

Professional Development Review

DELETE MOU

~~A committee will be established within sixty (60) days of the signing of this Agreement. It will consist of two (2) administrators named by the President and two members appointed by the Union who will be current or previous members of the Professional Development Committee.~~

~~The task of the committee will be to determine the Professional Development allocations and charges levied against those funds for all colleges in the province. The members will then make recommendations to the Bargaining Principals for inclusion in the current collective bargaining Agreement.~~

~~If the Parties are unable to agree on a Professional Development fund allocation and charges against those funds, the matter will be referred to mediation.~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #8
Instructor Evaluation Process

DELETE MOU

~~The Parties signatory to this Agreement undertakes to meet and develop a Comprehensive Instructor Evaluation process within ninety (90) days of ratification of the Collective Agreement.~~

~~The Committee shall consist of two (2) persons appointed by the Union and two (2) persons appointed by the College.~~

~~Prior to the process being finalized and implemented the Education Council shall be provided the opportunity to review the Comprehensive Instructor Evaluation process.~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING #9
International Education

RENEW

Northern Lights College does not presently have an International Education Program (i.e. no employee of Northern Lights College travels outside Canada and the US to perform assigned work pursuant to the employees' Collective Agreement).

In these circumstances Article #9 – International Education does not apply to Northern Lights College.

In the event that Northern Lights College establishes an International Education Program, then the Parties agree to meet and review Article #9 – International Education and make any agreed upon variations which will meet the needs of Northern Lights College and its employees.

In the event that an employee of Northern Lights College travels outside Canada and the US to perform assigned work pursuant to the employees Collective Agreement, then that work will be performed in accordance with Article #9 – International Education subject to agreed upon variations.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING AGREEMENT #10

Faculty Flextime

RENEW

Recognizing the desire for a flexible work schedule for the delivery of educational and training programs, the Parties encourage a mutual understanding that enables faculty to teach courses and training programs in a model that addresses the needs of the Northern Lights College Community.

To this end, the Parties will develop a model (or models) of delivery to be used to enable flexible work schedules addressing the educational needs. Within sixty (60) calendar days of ratification of this Collective Agreement, the Union and Employer will meet to develop such a model. The Union will be represented by three (3) faculty members chosen by the Union from different instructional areas and the BCGEU Staff Representative, while the College will be represented by three (3) administrators with program responsibilities and Vice President, Learning.

Basic Premises of the model must include:

1. The annual workload of a flexible work schedule is the number of hours, excluding overtime hours, and employee must work or otherwise account for the leave, holidays and vacation, excused absence, compensatory time off, or other paid time.
2. No employee will be forced to accept a flextime schedule.
3. Flextime terms and conditions must be mutually acceptable to both Parties.

Should the Parties be unable to reach mutual agreement on a model prior to June 1, 2007, the matter will be referred to a mediator for non-binding recommendations.

The terms and conditions of the model will be incorporated in a Memorandum of Understanding to replace this one.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM OF UNDERSTANDING AGREEMENT #11

Continuing Education

between

Northern Lights College(The "*Employer*")

and

B.C. Government and Service Employee's Union (The "*Union*")

1. The parties agree that presently there is bargaining unit and non-bargaining unit work. This work is currently defined by the Collective Agreement MOU #3, and there is a current practice to assign work as bargaining unit and non-bargaining unit work.

The parties agree that this is the status quo and that the parties will not change the status quo without mutual agreement during the term of this Collective Agreement.

~~2. The Union will place the grievance of John Turner in abeyance and cancel the arbitration scheduled for November, 2005.~~

3. The parties agree to establish a Continuing Education Review Committee. The Committee will review Continuing Education for the purpose of including as much work as possible within the bargaining unit to the degree that it is cost-effective to do so and maintain the current ability to be flexible and responsive to the market place. The Committee's Terms of Reference shall be as follows:

- a. The Committee will have equal representation from the Union and the Employer. The parties agree to include advisors, brought in by either party to provide technical or program information.
- b. The Committee will have access to all available historical and current information regarding courses and providers.
- c. The Committee will seek to establish the present scope of bargaining and non-bargaining unit work.
- d. The Committee will seek to identify issues with respect in including workers within the bargaining unit.
- e. The Committee will prepare a report for the Bargaining Principals for the next round of bargaining.
- f. Cost of the Committee will be paid by the Employer. The parties will exercise due consideration when scheduling meetings in order to minimize the expense.

SIGNED ON BEHALF OF
THE UNION BY:

John Turner, Instructor
Dawson Creek Bargaining Chair

Ron Smallwood
Instructor, Fort Nelson

David Strebb
BCGEU Staff Rep

SIGNED ON BEHALF OF
THE EMPLOYER BY:

Greg Larsen
VP Finance and Administration

Eric Sehn
Campus Principal, Fort St. John

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

MEMORANDUM ~~LETTER OF~~ UNDERSTANDING #12

Northern Lights College Faculty

The Parties agree that Department Heads will be known as Chairs and that Senior Instructors will be known as Program Leaders.

In addition, those Department Heads currently in positions will have their appointments terms and conditions of employment grand-parented. On the conclusion of any new appointments, the Chair/Program Leader will return to his/her previous position.

~~For The Employer:~~ _____ ~~For the Union:~~

G. E. (Greg) Larsen _____ Ann Krauseneck

~~Vice President Corporate Services~~ _____ ~~Staff Representative~~

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

APPENDIX B
List of Arbitrators

RENEW

Bob Blasina
Joan Gordan
Judi Korbin
Vince Ready
Chris Sullivan
Colin Taylor

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

Memorandum of Understanding X

Between

**Northern Lights College
("Employer")**

And the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
("Union")**

Re: Committee to Review Workload

1. The Employer and the Union agree to establish a Joint Committee (the committee). The purpose of the committee is to:
 - a) Review workload issues which are of concern to the Employer and which are of concern to the Union; and
 - b) Attempt to form recommendations to address such concerns.
2. The committee shall be made up of three representatives chosen by the Employer and up to three representatives chosen by the Union. Subject to the mutual agreement of the parties, the committee may be supplemented by resource persons as required by the nature of the matters being discussed.
3. Any recommendations from the committee regarding a tentative agreement that resolves the workload issues, that require an amendment to the Collective Agreement, will be submitted to the parties' respective principals for approval. For the Employer, recommendations shall require ratification by the College Board of Directors and the Post-Secondary Employers' Association Board of Directors. The tentative settlement will be implemented effective the date of ratification.
4. The employer agrees that, if the parties agree to recommendations, the employer shall schedule the necessary meeting to ensure that its principals vote on the recommendations not later than (30) days from the date on which the recommendations are completed.
5. The Employer and the Union agree that the work of this committee is without prejudice and precedent to the position of either party on workload matters.
6. The committee will conclude its work no later than December 31, 2012 at which time this Memorandum of Understanding will expire.

Signed: _____, 2012

On behalf of the Employer

On behalf of the Union

Memorandum of Understanding Y

Between

**Northern Lights College
("Employer")**

And the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
("Union")**

Re: Committee to Review the Collective Agreement

1. The Employer and the Union agree to establish a Joint Committee (the committee). The purpose of the committee is to perform a review of the current collective agreement for the purpose of identifying language that:
 - i. may be in conflict
 - ii. is repetitive or has expired
 - iii. needs cross referencing
2. The committee shall be made up of three representatives chosen by the Employer and up to three representatives chosen by the Union. Subject to the mutual agreement of the parties, the committee may be supplemented by resource persons as required by the nature of the matters being discussed.
3. Any recommendations from the committee regarding amendments to the collective agreement will be submitted to the parties' respective principals for approval. For the Employer, recommendations would require ratification by the College Board of Directors and the Post-Secondary Employers' Association Board of Directors. The amended collective agreement will be implemented effective the date of ratification.
4. The employer agrees that, if the parties agree to recommendations, the employer shall schedule the necessary meeting to ensure that its principals vote on the recommendations not later than (30) days from the date on which the recommendations are completed.
5. The Employer and the Union agree that the work of the committee is to review the collective agreement to clarify the existing language and structure, and not to make any substantive changes to the collective agreement.
6. The committee will conclude its work no later than June 30, 2012 at which time this Memorandum of Understanding will expire.

Signed: _____, 2012

On behalf of the Employer

On behalf of the Union

Memorandum of Understanding # Z

Paydays

between
Northern Lights College(The "*Employer*")
and
B.C. Government and Service Employee's Union (The "*Union*")

Notwithstanding Article 27.2(a) and Article 4(c) the parties agree to strike a committee to:

1. Consider how and when to implement the change from semi-monthly to bi-weekly pay days, and
2. To do so with sufficient notice and safeguards in place to:
 - a. Minimize the negative effect of the change on the unions' members;
 - b. Assure that wages, benefits, seniority or any other entitlement of the unions members under the collective agreement are not adversely affected, and;
 - c. Assure that the change is cost neutral for the College.
3. Either party may serve written notice to the other party of their intention to declare this MOU void before the parties agree in writing to implement the change.

Signed: _____, 2012

On behalf of the Employer

On behalf of the Union
