

MEMORANDUM OF AGREEMENT

between the

NORTHERN LIGHTS COLLEGE
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 0710
(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 B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 0710 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION, LOCAL 0710 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, both 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").



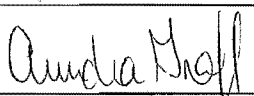

6. **Ratification**

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.



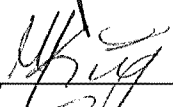

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 19th day of February, 2015:

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:

APPENDIX "A"

1. 15.3 Supplemental Employment Benefit for Maternity and Parental Leave

(a) Effective April 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For up to 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 75% of her salary calculated on her average base salary.

(2) For up to a maximum of 37 weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring the child shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the employee's salary calculated on his/her average base salary.

(3) The average base salary for the purpose of Clauses 15.3(a) (1) and (2) is the employee's average base salary for the 26 weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding 26 weeks, then up to four weeks of that unpaid leave will be subtracted from the 26 weeks for the purpose of calculating the average base salary.

(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.

(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.~~

2. While not to be included in the Collective Agreement, effective January 1, 2016, the Extended Health Benefits plans will be amended such that the individual and family deductibles will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.

3. In exchange for 1. And 2. above, the Employer agrees that effective January 1, 2016, Article 19.3 Extended Health Care Plan will be amended as follows:

The employer will pay 100% of the premium for a vision care benefit that will reimburse the actual purchase cost of corrective lenses or frames up to a maximum of ~~\$350~~ \$500 per 24 month period per covered person when prescribed by a physician or optometrist.

4. In exchange for 1. And 2. above, the Employer agrees that effective January 1, 2016, Article 19.4 c) will be revised as follows:

c) Plan C – 50% coverage

An employee is eligible for orthodontic services under Plan C after the equivalent of six months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of ~~\$2,000~~ \$3,500 per patient.

5. While not to be included in the Collective Agreement, effective January 1, 2018, the Extended Health Benefits plan will be amended such that the reimbursement for eye exams, limited to employees, will be increased from \$75 to \$100 per 24 months.
6. While not to be included in the Collective Agreement, effective January 1, 2018, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, to the maximum applicable.
7. All tentatively agreed to items as follows:

Housekeeping

- 13 Short-Term Illness and Injury and Long-Term Disability
8.1 Hours of Work
8.12 Workplace Flexibility
12.1 Annual Vacation Entitlement including 12.1c
12.3 Vacation Scheduling
12.4 Vacation Pay
16.8 Occupational First Aid Requirements
19.4 Dental Plan
Renewal of Letters of Understanding #1, 2, 3, 4, 6, 7, 8

Amended

- 5 Employer and Union Shall Acquaint New Employees
16.10 Video Display Terminals
17 Technological Change
21.2 Pay Days
21.23 Trades Certificates
22.6 Copies of the Agreement

APPENDIX 6

Letter of Understanding #5– Re: Student Employment including Appendix A

Letter of Understanding #9- Re: Clause 21.2 – Paydays and Article 4 – Check Off of Union Dues

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 effective 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.

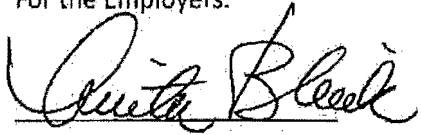
(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar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

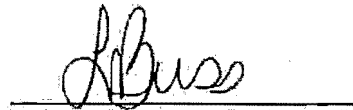


Anita Bleick, PSEA CEO

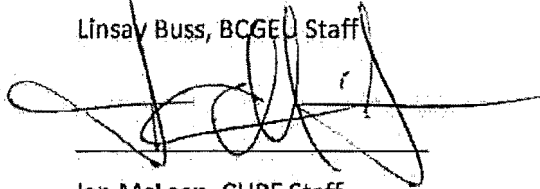


Rhonda Bender, PSEA

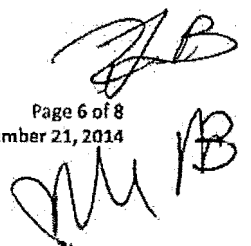
For the Unions:



Lindsay Buss, BCGEU Staff



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 1st and ending December 31st 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 (11th) 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.


Housekeeping


Inclusion of JEIP language


Article 13 – Short-Term Illness and Injury and Long-Term Disability

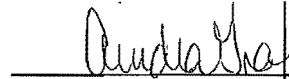
The Parties agree that the new Joint Early Intervention Program (JEIP) language pursuant to Item No. 4 of the Multi-Employer Table Template (MET) agreement between the Post-Secondary Employers' Association (PSEA) and the B.C. Government and Service Employees' Union (BCGEU) and the Canadian Union of Public Employees (CUPE), signed on 21 November 2014" will be included in Article 13 – Short Term Illness and Injury and Long-Term Disability.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

Housekeeping


Article 8.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1,827 which is equivalent to an average of 35 hours per week.


Except as otherwise provide, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.

Except as otherwise provided, the workday shall be seven hours duration exclusive of the meal period, and these hours shall be scheduled ~~between 8:00 a.m. and 5:00 p.m.~~ Effective January 1, 2014 the hours shall be scheduled between 5:00 a.m. and 7:30 p.m.


Agreed:



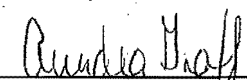
Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

Housekeeping

8.12 Workplace Flexibility


Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:


Local collective agreement language shall apply except as expressly provided below:


New positions created and vacant positions, ~~after May 15, 2000~~ may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.

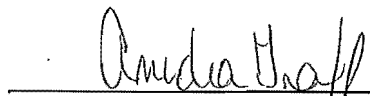
~~No regular employee hired prior to May 15, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday. Effective January 1, 2014 this provision shall no longer apply and regular employees who were hired prior to May 15, 2000 may be required to work Saturday or Sunday as a regular workday.~~

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

Housekeeping

12.1 Annual Vacation Entitlement

Vacation Year - for the purpose of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

First (1st) Vacation Year - the first (1st) vacation year is the calendar year in which the employee's first (1st) anniversary falls.


~~(a) (1) A regular full-time employee employed prior to March 31, 1985 who has received at least ten (10) days at straight time rates for each calendar month will have an annual vacation entitlement as follows:~~

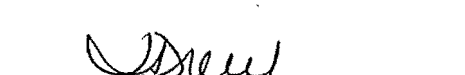
First (1) to eighth (8) vacation years	20 working days
Ninth (9) vacation year	21 working days
Tenth (10) vacation year	22 working days
Eleventh (11) vacation year	23 working days
Twelfth (12) vacation year	24 working days
Thirteenth (13) to nineteenth (19) vacation year	25 working days
Twentieth (20) and thereafter vacation years	30 working days

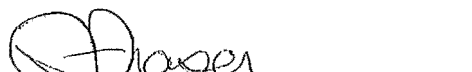
(2) A regular full-time employee employed subsequent to March 31, 1985 who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:


First (1) to fifth (5) vacation year	17 working days
Sixth (6) vacation year	18 working days
Seventh (7) vacation year	19 working days
Eighth (8) vacation year	20 working days
Ninth (9) vacation year	21 working days
Tenth (10) vacation year	22 working days
Eleventh (11) vacation year	23 working days
Twelfth (12) vacation year	24 working days
Thirteenth (13) to nineteenth (19)	25 working days
Twentieth (20) vacation year	30 working days

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

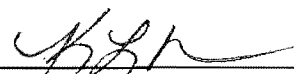
Housekeeping

Article 12.1 (c)


~~Employees on staff as of July 1, 1974, who were entitled to special vacation leave shall continue to be entitled to special leave which, in addition to their normal vacation leave, shall not exceed 20 working days.~~

Renumber the remainder of the article.


Agreed:



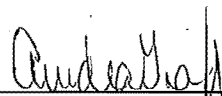
Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer


Housekeeping

12.3 Vacation Scheduling

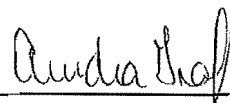
- (a) The scheduling and taking of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the eighth anniversary falls shall be the eighth vacation year; in which the ninth anniversary falls shall be the ninth vacation year, etc.
- (c) An employee earns but is not normally entitled to take vacation leave during the first six months of continuous employment. However, with the approval of the Campus Principal or appropriate Program Director, employees may be permitted to use their accumulated credits.
- (d) ~~(1)~~ Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement. **However, the Union recognizes the importance to the Employer College of bona fide operational requirements.** ~~However, all employees shall be allowed to take up to four weeks of their vacation entitlement, inclusive of any overtime banked as vacation under Article 10.7(g) during the period May 1st to September 30th inclusive, which shall be defined as the prime time period.~~
- ~~(e)(1)~~ **However, All employees shall be allowed to take up to four weeks of their vacation entitlement, inclusive of any overtime banked as vacation under Article 10.7(g) during the period May 1st to September 30th inclusive, which shall be defined as the prime time period.**
- (2)** For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time vacation period if they so desire.
- (e) ~~The Union recognizes the importance to the College of bona fide operational requirements.~~ ~~However, v~~ Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. The Employer shall not be unreasonable in its application of this clause.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

Housekeeping

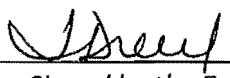
12.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position for a majority of the 60 working days or 420 working hours preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) ~~When a payday falls during the employee's vacation, the employee shall be entitled to have the pay statement forwarded to a mailing address supplied by the employee in writing.~~

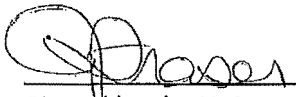
Agreed:



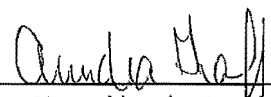
Signed by the Union



Signed by the Employer



Signed by the Union



Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

Housekeeping

16.8 Occupational First Aid Requirements

- (1) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (2) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (3) An additional payment shall be granted to employees on the basis of the type of Occupational First Aid Certificate they are required to possess under this article, as follows:

Upon ratification:

Occupational First Aid Certificate,

Class "~~3~~" Level 3 \$85

Class "~~2~~" Level 2 \$70


Class "~~1~~" Level 1 \$55

OFA Allowances will be prorated for part-time employees


Agreed:



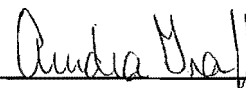
Signed by the Union



Signed by the Union



Signed by the Employer



Signed by the Employer

Housekeeping

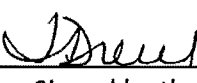
19.4 Dental Plan

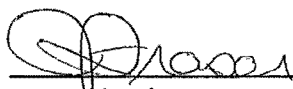
The Employer shall pay the monthly premium for regular full-time and regular part-time employees entitled to coverage under a mutually acceptable plan which provides:

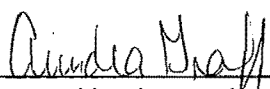
- a) Plan A – 100% coverage
Dental recall exams (polishing, application of fluoride and recall) will be limited to once every 9 months except dependent children (up to age 19) and those with dental problems as approved by the plan.
- b) Plan B – 50 ~~50~~ 60% coverage. ~~Effective January 1, 2014, Plan B will increase to 60%~~
- c) Plan C – 50% coverage
An employee is eligible for orthodontic services under Plan C after the equivalent of six months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,000 per patient.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union



Signed by the Employer

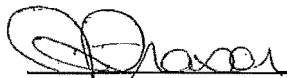
ARTICLE 5 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

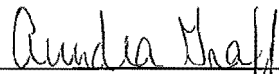
- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of his/her Steward by the ~~Personnel Officer~~ **Human Resources Administrator**. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate Supervisor will introduce him/her to the steward. The employer shall provide all employees with ~~a copy of~~ **electronic access** ~~to the Collective Agreement. A pocket shall be attached to the back of the Agreement for pamphlets describing all benefit plans pursuant to this Agreement.~~ New employees shall receive an **electronic access to their** entire benefit plan **information** pamphlet package.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

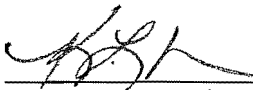
16.10 Video Display Terminals


When employees are required to monitor video display terminals which use cathode ray tubes, then:


- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday to be scheduled by agreement at the local level.
- (c) —
 - (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
 - (2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the offices of the College within her campus or learning centre, she shall be reassigned to such work and paid at her regular rate of pay.
 - (3) Where work reassignment in (ii) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
 - (1) have adjustable keyboards and screens;
 - (2) meet radiation emission standards established by the Ministry of Labour.

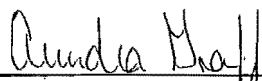
The Joint Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working with Video Display Terminals" are being met.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

17. TECHNOLOGICAL CHANGE

17.1 Definition

For the purpose of this Agreement, the term "*technological change*" shall be understood to mean technical changes introduced by the College in the manner in which it carries out educational operations and services where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated. Such technical changes as anticipated above shall include the following:

- (a) The introduction, because of technological change or development, of equipment, material, or processes different in nature, type or quantity from that previously utilized.
- (b) A technological change, related to the introduction of this equipment, material or process, in the manner in which the College carries out its educational objectives and operations which affects one or more employees.
- (c) A technological change that results in a change of location at which the College operates.

17.2 Notice

When the College intends to introduce a technological change:

- (a) The College agrees to notify the Union and the affected employees as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the College shall provide the Union, at least ninety (90) days before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

17.3 Data to be Provided

The notice mentioned in Article 17.2 shall be given in writing and shall contain pertinent data, including:

- (a) The nature of the technological change.
- (b) The date on which the College proposes to effect the technological change.
- (c) The approximate number, type and location of employees likely to be affected by the technological change.
- (d) The effects the technological change may be expected to have on the employee's working conditions and terms of employment.
- (e) All other pertinent data relating to the anticipated effects on employees.
- (f) Draft changes and additions to the Collective Agreement (see Article 17.6).

17.4 Consultations

- (a) Where the College has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the College to protect the

employees from any adverse effects. The College and the Union agree to bargain in good faith on all aspects of the intended technological change.

- (b) ~~Where notice of technological change has been given pursuant to Article 17.2 and notwithstanding Article 17.4(a):~~
- ~~(1) Regular employees who are assigned by the Employer to work with new technology shall receive a period of training and familiarization. Employees involved in training under this article shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 28.~~
 - ~~(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the College will endeavour to utilize normal turnover of employees within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.~~
 - ~~(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 26 or 28 as appropriate.~~

17.5 Resulting Agreements

~~Where the parties agree to appropriate solutions to the problems arising out of intended technological change, the solutions shall be prepared as a Letter of Agreement between the parties and such Letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.~~

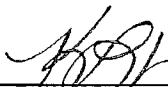
17.6 Failure to Agree


~~Where the parties do not reach agreement within sixty (60) days after the date on which the Union has notification from the College of its intention of introduction of the technological change, and various matters remain unresolved, the parties shall refer such matters to arbitration within twenty one (21) calendar days of failure to agree.~~


17.7 Effect of Dispute Resolution on Introduction of Technological Change

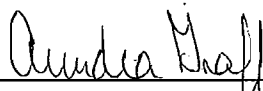
~~Ninety (90) days from the date of notification, the College may proceed with the planned technological change pending resolution by agreement or by arbitration of the dispute.~~

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union



Signed by the Employer

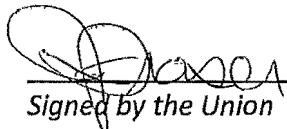
21.2 Pay Days

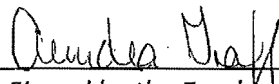
- (a) Employees shall be paid ~~bi-weekly~~ semi-monthly with paydays being on the 15th and the last day of each month. ~~In the event the 15th or last day of the month falls on a Saturday, Sunday or paid holiday, the payday shall be the preceding regularly scheduled workday.~~
- (b) The employee will be required to have his/her pay deposited electronically in a chartered bank, a trust company, or credit union of the employee's choice by the Employer on or before the appropriate payday.
- (c) Each pay statement shall detail all payments, allowances and deductions.
- (d) If the pay is not available on the payday the Employer shall arrange for the employee to be provided with an adequate advance on his/her salary.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

21.23 Trades Certificates

All individuals listed below who are **An employee** required to hold a Certificate of Competency **listed below** and **required to** perform duties related to those certificates, shall be paid a monthly premium in additional to their salary:

~~Barry Evans~~ — Boiler Certificate - \$25

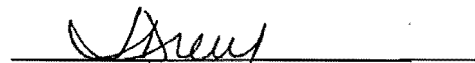
~~Sam Minhas~~ — Boiler Certificate — \$25

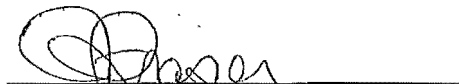
~~Sam Minhas~~ — Gasfitter Class B Certificate - \$40


~~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.~~

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

22.6 Copies of the Agreement

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

Collective Agreement
Between
The College Board of Northern Lights College
(Local 0710 – NLC Support)
And
B.C. Government and Service Employees' Union (BCGEU)
(Local 0710 – NLC Support)
Effective from July 1, 2010 2014 to June 30, 201419


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

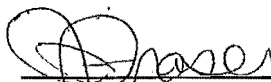
(c) The Employer will provide the following: three copies for the Union, three copies for each campus (to be retained by union steward), one copy for each campus library, one copy for each employee and sufficient copies for Employer use. Printing of copies for employee use (beyond those required above)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

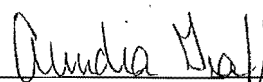
(c) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the Agreement available electronically to all employees. A limited number of copies will be printed for distribution to the Union and Employer. The cost of such printing and distribution shall be borne equally by the parties.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union

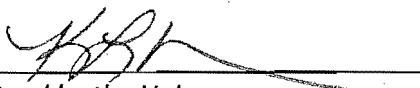

Signed by the Employer

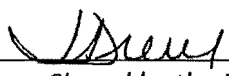
APPENDIX 6

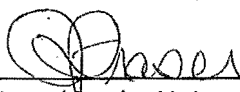
Classification Schedule

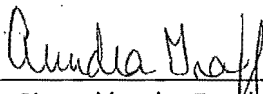
The employer will post and maintain the support Classification Schedule of the bargaining unit jobs on the NLC website.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

RENEW – LETTER OF UNDERSTANDING #5

With the following amendments to:

APPENDIX A

Salary Schedule – Student Employment
(Amended May 16, 2006)

STUDENT.....minimum wage
Grade 12 or below.....\$8.63/hour

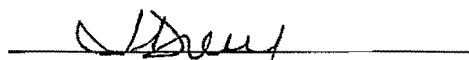
STUDENT:
Completed first or second year post-secondary, or one or two years' work experience for
youth.....\$8.63/hour

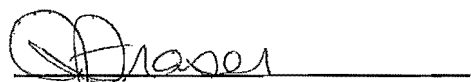
STUDENT:
Completed third or fourth year post-secondary, or three or four years' work experience for
youth.....\$8.63/hour

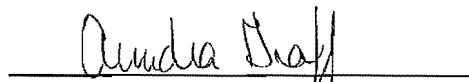
A supervisory Allowance of \$50 per month will be paid if the position requires supervisory duties.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer

NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)

DELETE

Letter of Understanding #9

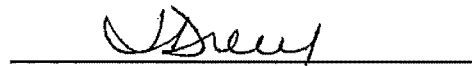
Re: ~~Clause 21.2 – Paydays and Article 4 – Check Off of Union Dues~~

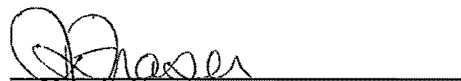
~~Notwithstanding Clause 21.2 and Article 4(c) of the collective agreement, the parties agree to strike a committee to:~~

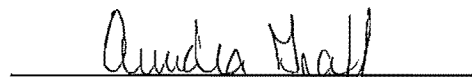
- ~~1. Consider how and when to implement the change from a semi-monthly to bi-weekly pay days; and~~
- ~~2. To do so with sufficient notice and safeguards in place to:~~
 - ~~a. Minimize the negative effect of the change on the Union's members;~~
 - ~~b. Assure that wages, benefits, seniority or any other entitlement of the Union's members under the collective agreement are not adversely affected; and~~
 - ~~c. Assure that the change is cost neutral for the College.~~
- ~~3. The committee will make recommendations to their principals regarding the issues in 1. and 2. above. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.~~
- ~~4. 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.~~

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union

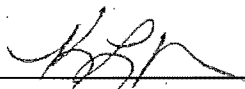

Signed by the Employer


NORTHERN LIGHTS COLLEGE & BCGEU (Local 0710 – NLC Support)


RENEW the following Letters of Understandings:

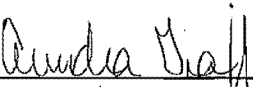
- #1 Re: Integration with the University of Northern British Columbia
- #2 Re: Job Share
- #3 Re: System Wide Job Registry
- #4 Re: Human Resources Database
- #6 Re: Security Personnel
- #7 Re: Claims Review Committee
- #8 Re: Modified Workweek

Agreed:


Signed by the Union


Signed by the Union


Signed by the Employer


Signed by the Employer

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.

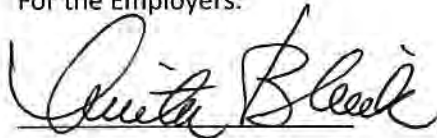
- (g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h)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




Anita Bleick, PSEA CEO



Rhonda Bender, PSEA

For the Unions:



Lindsay Buss, BCGEU Staff



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 1st and ending December 31st 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 (11th) 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.