

664-895-5069

Memorandum of Agreement

Between:

Northern Lights College ("Employer")

And:

B. C. Government and Service Employees' Union, Local 7.10 Faculty ("Union")

IT IS AGREED AS FOLLOWS:

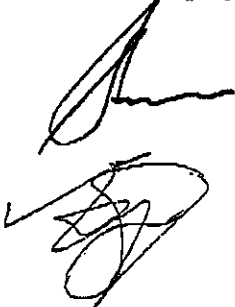
1. The Collective Agreement that expired on March 31st, 2004 shall be revised, and the revised agreement shall include all items in the previous Collective Agreement (i.e. common provisions and local provisions), except as modified by this Memorandum of Agreement.
2. In addition to matters specifically referenced in this Memorandum of Agreement, the revised agreement shall also incorporate all items upon which agreement was reached in the course of negotiations by April 15, 2005, except the agreement to delete Memorandum of Understanding #3. The attached Memorandum of Agreement with respect to Continuing Education is included.
3. The term of the Collective Agreement shall be April 1st, 2004 to March 31st, 2007.
4. The Collective Agreement shall include:
 - a) the salary scale contained in Appendix A of the Memorandum of Agreement dated March 18th, 2005 between the B.C. Government and Service Employees' Union and the Post-Secondary Employers Association on behalf of participating institutions ("the MID Memorandum"); and
 - b) the 2% "net zero" stipend / cost recovery option set out in the MID Memorandum, with the understanding that the recovery is fully realized by on-going savings.
 - c) the Common Faculty Professional Development Fund (0.6%) as set out in the MID Memorandum.
5. The Union acknowledges (while not agreeing with) the Employer's position that it is not part of the MID but that, as a non-participant in the MID discussions, it

nonetheless agrees to the provisions of the memorandum subject to the agreements and understandings reached in mediation.

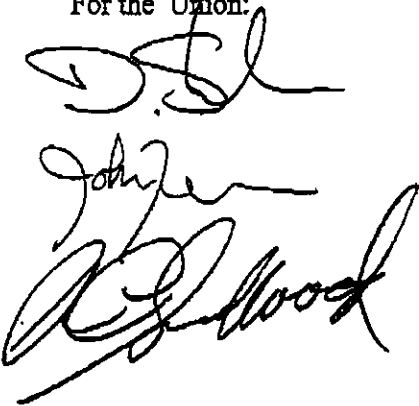
6. Article 27.08 (Vehicle Allowance) shall be amended to change "\$.35" to "\$.45" and change "April 1, 2001" to "October 1, 2005".
7. The following process shall apply to achieve a final and binding resolution on the determination of cost recovery provisions to achieve the 2% "net zero" stipend.
 - a) The parties will continue to meet for the purpose of determining agreement on savings necessary to fully fund the 2% stipend.
 - b) Should agreement not be reached by November 1, 2005 the parties will invite Peter Cameron to act as mediator to assist in reaching agreement on the costing-savings.
 - c) If agreement is not reached during this mediation, the matter shall be submitted to Vince Ready.
 - d) If the matter is submitted to Mr. Ready, he will act as a sole arbitrator with the authority to render a final and binding decision. Mr. Ready may establish his own practice and procedure and shall give the parties the opportunity to make presentations and/or submissions to him. In choosing between cost-savings options, the impact on employees will be a substantive factor. In reaching his decisions Mr. Ready shall consider provisions negotiated in the post-secondary sector, except where differences at Northern Lights College would make such provisions inappropriate to the Collective Agreement between the parties.
 - e) The process outlined in paragraphs 8 (a) to 8 (d) shall be completed by November 30th, 2005.
8. Items agreed to or arbitrated in accordance with this Memorandum shall be incorporated into the revised Collective Agreement.
9. This Memorandum of Agreement shall be subject to ratification by both parties' principals by October 20, 2005.
10. Nothing in the revised Collective Agreement shall be retroactive unless so specifically provided.
11. In the event that there is any dispute about the interpretation, application, or implementation of this Memorandum of Agreement, the parties agree that Mr. Vince Ready shall have jurisdiction to make a binding decision on any such issue.

Dated: September 28, 2005

For the Employer:



For the Union:



April 1, 2005
7:00 PM

**Items of Agreement
Between
Northern Lights College
-and-
BCGEU
Local 710 - NLC Faculty**

Union Proposal #1 Appointment Policy, Travel Expenses Policy and Grievances

Agreed April 1, 2005 *D.S. of [Signature]*

Article 8.17

- i) An employee may grieve the application of the Appointment Policy found in the College Administrative guidelines and Appendix 4 B Appointment Policy.
- ii) The College Administration will consult with the Union in regard to any proposed changes to the Appointment Policy and the Travel Expenses Policy (Vehicle and Meal Allowances) The union may initiate consultation.

Union Proposal #4 Appendix 2 Classifications Agreed April 1, 2005 *D.S. of [Signature]*

Amend 1.02 – add the following:
Department Head of Development Programs
Department Head of Trades and Technology
Work Experience Supervisor

The union agrees to ~~discuss~~ ^{the} removal of specific names from the collective agreement.

Union Proposal #5 Article 27.18 Initial Placement Agreed April 1, 2005 *D.S. of [Signature]*

- a) 27.18 a) i), ii) and iii) - amend as proposed - three housekeeping items
- c) NEW The Employer will provide to the union and each newly hired employee the details of the employee's initial placement on the salary scale.

Union Proposal #6 Article 27.20 Increments Agreed April 1, 2005.

D.S. [Signature]

- c) **NEW** The service increment will be applied on the day on which the employee accumulates the number of hours specified in 27.20(b).
- b) **NEW** The Employer will periodically provide each employee with a notice explaining how each employee can calculate their current balance of service increment hours.

Union Proposal #7 MOU #3 General Interest Courses Agreed April 1, 2005

D.S. [Signature]

Delete Memorandum of Understanding #3

Union Proposal #8 Article 25.02 Extended Health Agreed April 1, 2005.

D.S. [Signature]

25.02 Extended Health Care Plan - See also Common Agreement - Article 9.2.1(b) Agreed April 1, 2005

The Employer shall pay one hundred percent (100%) of the monthly premium cost for regular employees entitled to coverage under a mutually acceptable extended health care plan as described in Appendix 5, inclusive of the vision care provisions of that plan, ^{but not} with the exception of the Transportation Option (also described in Appendix 5) which shall be shared in equal parts by both the Employer and employee. ~~and the vision care option described in Appendix 5 which shall be paid one hundred percent (100%) by the employee.~~

Appendix 5

1.01 Vision Care Option – effective April 1, 2005

The premium for a vision care benefit that is part of the extended health care plan, will be included in the Extended Health Care Benefit premium which is one hundred percent (100%) employer paid. The vision care benefit will reimburse the actual purchase cost of corrective lenses or frames up to a maximum of \$150 per 12 month period per covered person when prescribed by a physician or optometrist.

Union Proposal #9 Article 27 Vehicle Allowance & Meal Allowance Agreed April 1, 2005

DS
f
AMZ

27.08 Maintain Current Language (update rates to those applicable on April 1, 2005)

27.09 Maintain Current Language (update rates to those applicable on April 1, 2005)

~~This proposal is subject to the Employer's agreement to~~ Delete the language from Clause 27.09 Meal Allowances as follows:

~~Any such revision will not be applied to the above rates during the term of this Agreement.~~

Union Proposal #10 Acquaint New Employees Agreed April 1, 2005

DS
f
AMZ

Amend the last line as follows:

"... Within 30 days of all new regular and non-regular appointments in the local, the employer shall notify the ~~Chairperson of the local~~ ...Chair of the Instructors Bargaining Committee (~~presently John Turner~~) and the appropriate shop steward."

The union ~~will~~ withdraw the remainder of their proposal with the understanding that the employer and the union will develop a mutually agreeable practice for the timely distribution of a readable appointment letter or a readable copy of the appointment contract.

Union Proposal #11 Compassionate Leave Agreed to April 1, 2005

DS
f
AMZ

Compassionate leave is in addition to Article 20 of the Northern Lights Faculty Agreement.

FOR THE UNION

D.S.
STAFF REPRESENTATIVE

John Turner
Bargaining Chair
Local 7-10: NLC Faculty

For the Employer:

Calvin Anderson
Director of Human Resources

April 1, 2005
Union Proposal

Letter of Understanding #xx

Re:International Education

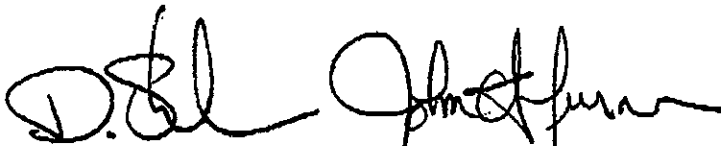
Northern Lights College does not presently have an International Education Program (i.e. no employee of Northern Lights College travels outside Canada and the US to perform assigned work pursuant to the employees' collective agreement).

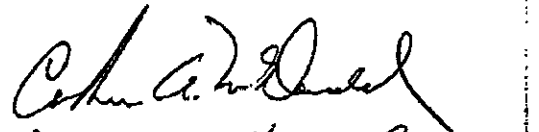
In these circumstances Article XX – International Education does not apply to Northern Lights College.

In the event that Northern Lights College establishes an International Education Program then the parties agree to meet and review Article XX – 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 XX – International Education subject to agreed upon variations.

For the Employer.


Bargaining Chair
Local 7-10- NLC Faculty


Director of Human Resources

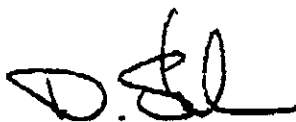
April 1, 2005
Union Proposal

Letter of Understanding #xx

Re: Article 6.7 – Distributed Learning

Article 6.7.6 is not intended to discourage or prevent an employee from giving technical assistance to students where an employee has the knowledge and where time permits.

When applying Article 6.7.6 the parties understand that instructors unable to provide technical support to students will refer them to appropriate existing support services.



John A. Finn
Bargaining Chair
Level 7-10 - NLC Faculty

For the Employer
Colin A. [Signature]
Director of Human Resources

MEMORANDUM OF AGREEMENT

28 Sep
145
Peter Cameron
Agreement

BETWEEN:

9
Continuing Education

NORTHERN LIGHTS COLLEGE

(the "Employer")

AND:

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

(the "Union")

- 1. The Parties agree that presently there is bargaining unit and non-bargaining unit work. This work is currently defined by 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 to including workers within the bargaining unit.

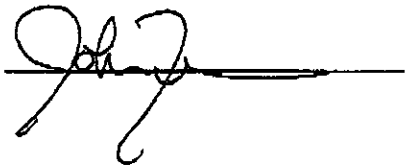
(e) The Committee will prepare a report for the bargaining principals for the next round of bargaining.

(f) Costs 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:**



**SIGNED ON BEHALF OF
THE EMPLOYER:**



Dated this 28th day of September, 2005.