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Memorandum of

Between the

Northwest Community College

And the

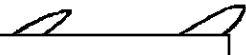
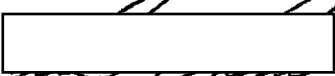
**B.C. Government and Service
 Employees' Union (BCGEU)
 Representing Employees of Local 712
 Instructor Bargaining Unit**

Whereas the Parties signatory to this Memorandum have, pursuant to Provincial Legislation bargained in good faith and have entered into a tentative Collective Agreement on this day of February, 2007, in Terrace, British Columbia:

The Tentative Collective Agreement is as follows:

1. The current Collective Agreement which is in effect until March 31, 2007;
2. All changes to the Collective Agreement which are appended to this document;
3. The Union will put this Tentative Agreement to a Ratification Vote at the earliest possible time.
4. The Employer will put the Tentative Agreement through their ratification procedure at the earliest possible time.

Should there be any difficulties arising out of the Tentative Agreement or this Memorandum, the Parties remain seized.

For the Union




For the Employer

Feb 28/07
 Date

Article 20

A sub-committee of the parties will review the benefits language in the policy, and will draft suitable language to insert in the Collective Agreement. This process will be a housekeeping change only, and will not include and substantive changes.

Article 26.5

Management commits to review the College wide Meal Allowance by the end of April, 2007, and the Management Bargaining Committee will recommend the following rates to the Board of Governors:

Breakfast	\$11
Lunch	\$13
Dinner	\$22

Article 26.14

Amend to indicate the starting rate for a Trades Instructor will be as follows:

Provincial Journeyman TQ	Step 11
Interprovincial Red Seal	Step 10

Article 32.4 (b)

Amend to add the following language:

"Where the impact is revenue neutral, an instructor will be assigned a maximum of nine (9) prep in an academic year (September 1 to August 31)."

Article 32.5 Non-Instructional Duty Days – Curriculum Development

Add the following language:

- (d)
- (1) An instructor with a term appointment or a series of term appointments will be added these days on a pro-rated basis.
 - (2) Pro-rated days may be used during the term of the teaching appointment(s), or, if necessary, added to the end of the appointment(s).
 - (3) Where a first year continuing instructor, or a term instructor's appointment or series of appointments continues into the subsequent calendar year, any unused

days from the September to December semester shall carry over to the next calendar year, subject to (2) above.

Article 32.7

A labour management committee will be established to review the Program coordination model presently used by the College. This review will include, but not be limited to, the following:

- Amount of release time;
- # of student FTE's & student headcount;
- Regional coordination;
- Assistant coordinators; and
- Multiple program assignments.

This committee will meet in a timely manner to develop a recommendation in the form of a review document, to be completed by June 29, 2007, and submitted to both parties.

Article 33.10 Professional Development Leave

Add the following language:

- (e) (1) An instructor with a term appointment or a series of term appointments will be added these days on a pro-rated basis, if there is a reasonable likelihood that the position will continue into the following academic year.
- (2) Pro-rated days may be used during the term of the teaching appointment(s), or, if necessary, added to the end of the appointment(s).
- (3) Where a first year continuing instructor, or a term instructor's appointment or series of appointments continues into the subsequent calendar year, any unused days from the September to December semester shall carry over to the next calendar year, subject to (2) above.

Appendix 1 / Article 18 Short term Illness and Injury and Long term Disability

A sub-committee of the parties will review the benefits language in the policy, and will draft suitable language to insert in the Collective Agreement. This process will be a housekeeping change only, and will not include and substantive changes.

Current Language

Article 11 – Seniority, Layoff and Recall

11.1 Seniority

Seniority shall mean the length of continuous service as an employee of the College. Seniority shall include service in the Public Service of British Columbia of those employees employed by the Public Service of British Columbia at March 31, 1976 and melded to Northwest Community College at April 1, 1976, and recognized at the time of melding. Seniority for part-time employees shall be prorated on the basis of full-time workload as described in Article 32 for faculty.

Proposed Language

11.1 Seniority

Seniority shall mean the length of continuous service as an employee of the College. ~~(Deletion)~~ Seniority for part-time employees shall be prorated on the basis of full-time workload as described in Article 32 for faculty.

For BCGEU

~~[Redacted text block for BCGEU]~~

For NWCC

[Redacted text block for NWCC]

Date: 19. 01. 2007

Current Language

Article 11 – Seniority, Layoff and Recall

Proposed New Language

11.6 Seniority Breaks

Employees shall maintain but not accrue seniority:

(a) unchanged

(b) unchanged

(c) ~~during periods of less than two (2) years for the purpose of filling a management or excluded position within the College.~~

For BCGEU	For NWCC
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

Date: Jan 19, 2007

Proposed Language

12.8 Appointment Procedures

(e) Promotion out of Bargaining Unit:

An employee promoted permanently to an excluded position will cease to be covered by the terms of this Agreement. The employee may within ~~90 (90) days~~ return to a position of equal classification and pay rate without loss of their rights and privileges under this Agreement. **However, after an absence of one (1) year, the regular continuing employee's position will be considered to be vacant and will be posted as a regular continuing position.** Except as provided in this article, excluded employees shall have no placement rights within the bargaining unit.

For BCGEU

For NWCC

Date:

Jan 19/07

BCGEU Bargaining Unit – Local 712

Union Revision
January 19, 2007

ARTICLE 23.1 - CONTRACTING OUT

See Article 6.5 in the Common Agreement.

REPLACES EXISTING 23.1 w/ MS

For BCGEU

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For NWCC

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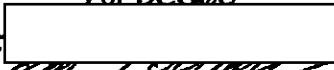
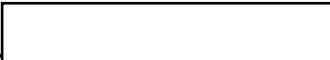
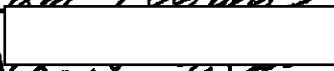

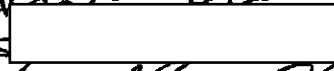
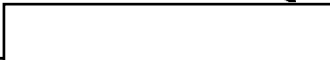

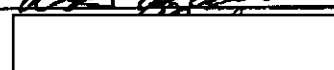
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Date: 19.01.2007.

BCGEU Bargaining Unit – Local 712

New – Article 24.11

Members will be reimbursed for flu vaccinations where the member is not already entitled to a free vaccination.

For BCGEU	For NWCC
	
	
	
	
	

Date: Jan 19/07

BCGEU Bargaining Unit – Local 712

Article 31.8 Copyrights

See Article 5 – Copyright and Intellectual Property - in the Common Agreement.

- (a) ~~(1) the Employer and the Union agree that original materials prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.~~
~~(2) the Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.~~
- (b) ~~The Employer agrees that an employee may prepare materials on the employee's own time, and copyright and/or revenue rights for such materials shall be vested in the employee.~~
- (c) ~~Confidential information shall not be disclosed without the written permission of the College.~~

For BCGEU

For NWCC

Date:

Jan 19/07

NEW - Article 31.9 (c) - Positions temporarily vacant (substitutes)

When faculty are unable to teach their scheduled class(es) due to illness, medical leaves, and emergencies, and an instructor is required to ensure the integrity of the course(s) and the program(s), the college will provide substitute instructors.

For BCGE~~S~~

For NWCC

Date: Jan 19/07

LETTER OF AGREEMENT**Between****NORTHWEST COMMUNITY COLLEGE****And****B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION**
INSTRUCTORS – LOCAL 712**Mining & Exploration Program Development**

1. The Parties recognize and agree the College's opportunity to establish new programs depends on flexibility and our ability to meet industry needs. The College intends to immediately develop the following programs in the area of Mining and Exploration:

- Field Assistant Program
- Camp Manager Program

2. These are intensive, accelerated programs designed to move students quickly into current industry positions. The programs are on-site programs offered in a camp setting. They offer practical training through applied learning and performance-based learning outcomes. The programs will begin in March, 2006, and continue through the summer.

3. The Parties agree the terms of the BCGEU – Local 712 Collective Agreement will apply, and in addition, the following terms and conditions will apply to these positions:

- The annual contact hours workload for these Instructor positions will be 1025 hours;
- Instructor evaluation will be done in accordance with Continuing Education practice for accelerated courses due to the intensive nature of the Program, but will retain all protections for the Instructor as set out in Article 34 – Evaluation and Skill Development;
- Pay rates will be established on the basis of Instructor salary rates, overtime rates, and on-call rates currently in the Agreement.

4. The parties recognize these are Pilot Projects, and that this Letter of Agreement is a new direction for both parties. Therefore, this Letter will ~~(in effect)~~ be subject to ongoing review by the parties. In addition, either party may terminate this Letter upon thirty (30) calendar days written notice to the other party.

Mining & Exploration Program Development

For BCGEU

For NWCC

Date: Jan 19/07

LETTER OF AGREEMENT
between
NORTHWEST COMMUNITY COLLEGE
and
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION
INSTRUCTORS - LOCAL 712

Re: Review of Online Workloads

A labour management committee will be established to review workloads and working conditions for instructors teaching online courses, video and teleconferencing courses, and any other types of distributed course delivery. This committee will meet as needed during the 2007/2008 academic year and a review document will be completed by March 31st, 2008, and be submitted to the respective parties.

<p>For BCGEU</p> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/>	<p>For NWCC</p> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/> <div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px;"></div> <hr style="border: 1px solid black;"/>
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Date: Jan 19/07

Management Counterproposal – Jan. 19/07

NEW (and housekeeping): Article 32.3 (b)

(b)

(1) The following maxima contact hours and class size represent averages which will be calculated over the term of the instructor's appointment. All reasonable efforts will be made to ensure these maxima are not exceeded.

(2) The weekly class hours may exceed those outlined in this article where the instructor and the Dean or designate mutually agree to complete annual class hours in a shorter time frame. Annual class contact hours will be consistent with this Agreement.

Renumber existing Article 32.3 (b) as 32.3 (b) (1)

For ~~BCGEU~~

For NWCC

Date: Jan 19/07